



# The Police Commission

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## CITY AND COUNTY OF SAN FRANCISCO

January 8, 2026

Chief Derrick J. Lew  
Chief of Police

Dear Chief Lew:

At the meeting of the Police Commission on Wednesday, January 7, 2026, the following resolution was adopted:

### **RESOLUTION 26-02**

**APPROVAL TO ACCEPT THE TWO CIVIC BRIDGE AGREEMENTS WITH SCOTT CHONG AND GEORGE PARKER TOMS, AS WELL AS EXTEND THE EXISTING AGREEMENT WITH JOHNATHAN HILLIS, THE DONATION IS VALUED AT A TOTAL OF \$283,360. THESE GIFTS ARE PROVIDED TO ADDRESS THE STAFFING CRISIS. ALL THREE INDIVIDUALS WILL PROVIDE ASSISTANCE WITH RECRUITMENT, HIRING AND THE ADVANCEMENT OF THE REBUILDING THE RANKS INITIATIVE.;**

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C. DON CLAY  
President  
  
KEVIN BENEDICTO  
Vice President  
  
CINDY ELIAS  
Commissioner  
  
LARRY YEE  
Commissioner  
  
W.S. WILSON LEUNG  
Commissioner  
  
MATTIE SCOTT  
Commissioner  
  
PRATIBHA TEKKY  
Commissioner

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Sergeant Stacy Youngblood  
Secretary

RESOLVED, the Police Commission hereby approves acceptance of a donation from Scott Chong, George Parker Toms and Jonathan Hillis for the Staff Services Division, the monetary value of the two Civic Bridge agreements is \$283,360.

AYES: Commissioners Tekkey, Scott, Leung, Yee, Vice President Benedicto and President Clay  
EXCUSED: Commissioner Elias

Very truly yours,

Sergeant Stacy Youngblood  
Secretary  
San Francisco Police Commission

1211/sr

cc: Assistant Chief Nicole Jones  
Captain Sean Frost/Staff Services  
Fiscal Department

# Memorandum

San Francisco Police Department



**To:** Deputy Chief Nicole Jones  
Commanding Officer  
Administration Bureau

**From:** Capt. Sean Frost *B410VA*  
Staff Services Division

**Date:** Sunday, December 21, 2025

**Subject:** Civic Bridge agreements for recruitment and hiring assistance

DEPUTY CHIEF NICOLE JONES #339	APPROVED	YES	NO
ADMINISTRATION BUREAU	<i>MJ</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Ch. of S. LEW 10/28</i>	<i>J</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

The Staff Services Division respectfully requests to initiate two Civic Bridge agreements with Scott Chong and George Parker Toms as well as extend the existing agreement with Jonathan Hillis. All three individuals will be providing assistance with recruitment and hiring to further the Rebuilding the Ranks initiative and address the staffing crisis the Department is experiencing.

The exact assistance each person will provide the Department with is detailed in the agreements that were drafted by the Mayor's Office of Innovation. The monetary value of the civic bridge agreements is as follows:

- Jonathan Hillis \$146,080
- Scott Chong \$45,760
- George Parker Toms \$91,520

Administrative Code Chapter 21B.4 authorizes the Police Department to accept and expend these gifts to address Public Safety Hiring, a Core Initiative, without approval of the Board of Supervisors.

These agreements have already been approved by the deputy city attorney. In accordance with City rules and regulations, these agreements will be forwarded to the Police Commission for approval at the January 7<sup>th</sup> meeting with a copy of this memorandum and civic bridge agreements.

Respectfully submitted

## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its San Francisco Police Department

and

Jonathan Hillis

### **RECITALS**

WHEREAS, The Civic Bridge Program, an initiative of the San Francisco Mayor's Office of Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, San Francisco Police Department ("Department"), a department of the City, seeks volunteer consulting services to help address Police Officer hiring and The Rebuilding the Ranks Executive Directive ("the Project"); and

WHEREAS, Jonathan Hillis ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, the Donor Services will be a team of 1 pro bono volunteer giving approximately 8 hours a week to assist the Department with this work over the course of 7 months;

WHEREAS, Administrative Code Chapter 21B.4 authorizes the Department to accept and expend a gift of Donor Services to address Public Safety Hiring, a Core Initiative, without approval of the Board of Supervisors;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 7-month period expected to run between May 5th, 2025 and December 5th, 2025. The monetary value of the free consulting services donation is estimated to be \$54,560.

The Donor Services will be Donor giving approximately 8 hours a week time to assist the Department with this work over the course of 7 months. At the end of the Project, the Donor will provide the Department with a roadmap for Rebuilding the Ranks. The parties acknowledge and agree that deliverables provided under

this Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction. All work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of the City.

If, in connection with the Donor services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall

in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Donor agrees and acknowledges that he is not an employee of the City.

**3. Proprietary or Confidential Information of City.**

The City will not disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M. Donor shall not have access to such information.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). If PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

**4. Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.

**5. Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.

**6. Indemnity.**

Donor agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses arising out of negligent acts or willful omissions of Donor in the performance of the Donor Services to be provided under this Agreement, except

those arising by reason of the negligence of the City, its officers, employees and agents.

Donor also agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and 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 resulting solely from materials knowingly supplied by Donor in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in its obligations under this Agreement, except those arising by reason of the sole negligence of Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be May 5th, 2025. The term of this Agreement shall commence on the effective date, and shall end on December 5, 2025, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

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

To Department: Chris Wilhelm, Christopher.Wilhelm@sfgov.org

To Donor: Jonathan Hillis, hillis.jd@gmail.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

**9. Limits of Liability.** In no event shall either party be liable hereunder for any incidental, indirect, special, consequential, punitive, or exemplary damages, lost profits, lost sales or anticipated orders, or damages for loss of data or goodwill, even if a party was informed, knew, or should have known of the possibility of such damages or loss. Each party's liability arising out of the donor services performed under this Agreement, regardless of the damages theory, shall not

exceed the estimated value of the donated services under this Agreement.

**10. Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**11. Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**12. Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective as of the date specified above ("Effective Date").

**CITY:** \_\_\_\_\_ **DONOR:** \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print Name: Jonathan Hillis

Print  
Title: \_\_\_\_\_

**Approved as to Form:**

David Chiu  
City Attorney

By: \_\_\_\_\_

Jen Huber  
Deputy City Attorney

**FIRST AMENDMENT TO CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its San Francisco Police Department

and

Jonathan Hillis

This First Amendment to Civic Bridge Donor Services Agreement is made and entered into on December 5, 2025, by and between the City and County of San Francisco ("City"), and Jonathon Hillis ("Donor") pursuant to Section 10 of the Civic Bridge Donor Services Agreement entered into by City and Donor on May 5, 2025 ("Agreement").

**RECITALS**

WHEREAS, City and Donor entered into the Agreement, as defined above; and

WHEREAS, City and Donor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement for an additional 12 months; and

WHEREAS, this First Amendment is consistent with the Agreement;

Now, THEREFORE, the parties agree as follows:

1. The first two paragraphs of Section 2 of the Agreement, "Description of Donor Services" currently read as follows:

**2. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 7-month period expected to run between May 5th, 2025 and December 5th, 2025. The monetary value of the free consulting services donation is estimated to be \$54,560.

The Donor Services will be Donor giving approximately 8 hours a week time to assist the Department with this work over the course of 7 months. At the end of the Project, the Donor will provide the Department with a roadmap for Rebuilding the Ranks. The parties acknowledge and agree that deliverables provided under this Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

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The first two paragraphs of Section 2 are hereby amended as follows:

**2. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 19-month period expected to run between May 5th, 2025 and December 6th, 2025. The monetary value of the free consulting services donation is estimated to be \$146,080.

The Donor Services will be Donor giving approximately 8 hours a week time to assist the Department with this work over the course of 19 months. At the end of the Project, the Donor will provide the Department with a roadmap for Rebuilding the Ranks. The parties acknowledge and agree that deliverables provided under this Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

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The remaining paragraphs of Section 2 shall remain as stated in the original Agreement.

2. Section 7 of the Agreement, "Effective Date, Term, Termination" currently reads as follows:

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be May 5, 2025. The term of this Agreement shall commence on the effective date, and shall end on December 5, 2025, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

Section 7 is hereby amended in its entirety to read as follows:

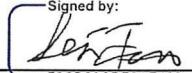
**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be May 5, 2025. The term of this Agreement shall commence on the effective date, and shall end on December 5, 2026, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

3. The modifications set forth above shall be effective on and after the date of this Amendment. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed, effective as of the date specified above.

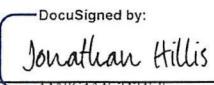
**CITY: SAN FRANCISCO POLICE  
DEPARTMENT**

By:  Signed by:  
F9C8C9CBE9AE409...

Print Name: Sean Frost  
Name: \_\_\_\_\_

Print Title: Captain  
Title: \_\_\_\_\_

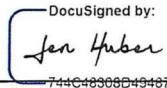
**DONOR: JONATHAN HILLIS**

By:  DocuSigned by:  
14ABC4A4E3434E8...

Print Name: Jonathan Hillis

**Approved as to Form:**

David Chiu  
City Attorney

By:  DocuSigned by:  
Jen Huber  
744C48506D49467

Jen Huber  
Deputy City Attorney

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## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its San Francisco  
Police Department  
and  
Scott Chong

### **RECITALS**

WHEREAS, The Civic Bridge Program, an initiative of the San Francisco Mayor's Office of Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, San Francisco Police Department ("Department"), a department of the City, seeks volunteer consulting services to help address Police Officer hiring and The Rebuilding the Ranks Executive Directive, including a review of existing police officer hiring and recruitment practices to identify pain points and offer expert advice to address those pain points ("the Project"); and

WHEREAS, Scott Chong ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, the Donor Services will be a team of 1 pro bono volunteer giving approximately 8 hours per week to assist the Department with this work over the course of 6 months;

WHEREAS, Administrative Code Chapter 21B.4 authorizes the Department to accept and expend a gift of Donor Services to address Public Safety Hiring, a Core Initiative, without approval of the Board of Supervisors;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

**1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 6-month period expected to run between December 31, 2025 and May 30, 2026. The monetary value of the free consulting services donation is \$45,760.

The Donor Services will be Donor giving approximately 8 hours a week time to assist the Department with this work over the course of 6 months. During the Project, the Donor will work with the Department to conduct a review of the Department's existing police officer recruitment and hiring practices, including identifying pain points that exist in the current process and offer expert advice on how to address those pain points. Throughout the Project, the Donor will also

provide the Department with periodic progress reports and/or status updates that reflect Donor's expert consultation. The parties acknowledge and agree that deliverables provided under this Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities, subject to the restrictions on disclosure of "Private Information" or the City's proprietary or confidential information contained in Section 3 of this Agreement.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment

relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Donor agrees and acknowledges that he is not an employee of the City.

**3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). If PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

**4. Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.

5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.

6. **Indemnity.**

Donor agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the negligence of the City, its officers, employees and agents.

Donor also agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and 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 by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in its obligations under this Agreement, except those arising by reason of the sole negligence of Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

7. **Effective Date; Term; Termination.**

The effective date of this Agreement shall be December 31, 2025. The term of this Agreement shall commence on the effective date, and shall end on May 30, 2026, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

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

To Department: Capt. Sean Frost, Sean.d.frost@sfgov.org

To Donor: Scott Chong, scott@kahawaiconsulting.com

Either party may change the address to which notice is to be sent by giving

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written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

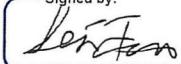
9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**CITY:**

SAN FRANCISCO POLICE  
DEPARTMENT

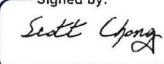
By:   
F9C8C9C8E9AE409

Print  
Name: SEAN FROST

Print  
Title: Captain

**DONOR:**

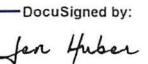
SCOTT CHONG

By:   
7E8AASAB30C407

Print Name: SCOTT CHONG

**Approved as to Form:**

David Chiu  
City Attorney

By:   
744G48308D40487

Jen Huber  
Deputy City Attorney

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## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its San Francisco Police Department  
and  
George Parker Toms

### RECITALS

WHEREAS, The Civic Bridge Program, an initiative of the San Francisco Mayor's Office of Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, San Francisco Police Department ("Department"), a department of the City, seeks volunteer consulting services to help address Police Officer hiring and The Rebuilding the Ranks Executive Directive, including a review of existing police officer hiring and recruitment practices to identify pain points and offer expert advice to address those pain points ("the Project"); and

WHEREAS, George Parker Toms ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, the Donor Services will be a team of 1 pro bono volunteer giving approximately 8 hours per week to assist the Department with this work over the course of 12 months;

WHEREAS, Administrative Code Chapter 21B.4 authorizes the Department to accept and expend a gift of Donor Services to address Public Safety Hiring, a Core Initiative, without approval of the Board of Supervisors;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

**1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 12-month period expected to run between December 31, 2025 and December 31, 2026. The monetary value of the free consulting services donation is \$91,520.

The Donor Services will be Donor giving approximately 8 hours a week time to

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assist the Department with this work over the course of 12 months. During the Project, the Donor will work with the Department to conduct a review of the Department's existing police officer recruitment and hiring practices, including identifying pain points that exist in the current process and offer expert advice on how to address those pain points. Throughout the Project, the Donor will also provide the Department with periodic progress reports and/or status updates that reflect Donor's expert consultation. The parties acknowledge and agree that deliverables provided under this Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities, subject to the restrictions on disclosure of "Private Information" or the City's proprietary or confidential information contained in Section 3 of this Agreement.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future

procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

**2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Donor agrees and acknowledges that he is not an employee of the City.

**3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health

Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). If PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

4. **Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.
5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.

6. **Indemnity.**

Donor agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the negligence of the City, its officers, employees and agents.

Donor also agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and 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 by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in its obligations under this Agreement, except those arising by reason of the sole negligence of Donor.

In the event of concurrent negligence of City, its officers, employees and agents,

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and Donor, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be December 31, 2025. The term of this Agreement shall commence on the effective date, and shall end on December 31, 2026, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

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

To Department: Capt. Sean Frost, Sean.d.frost@sfgov.org

To Donor: George Parker Toms, gptoms@gmail.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

**9. Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**10. Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**11. Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**CITY:**

SAN FRANCISCO POLICE  
DEPARTMENT

By:   
F9CBC9CBE9AE409...

Print  
Name: SEAN FROST

Print  
Title: Captain

**DONOR:**

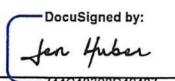
GEORGE PARKER TOMS

By:   
1555070985A94F5...

Print Name: GEORGE PARKER TOMS

**Approved as to Form:**

David Chiu  
City Attorney

By:   
744C48308D49487...

Jen Huber  
Deputy City Attorney