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3 **CITY ATTORNEY DAVID CHIU**  
4 **CITY AND COUNTY OF SAN FRANCISCO**

5 In the matter of:

6  
7 COLLECTIVE IMPACT, a California  
8 non-profit corporation.  
9

**SUSPENSION ORDER AND COUNTS AND  
ALLEGATIONS SEEKING DEBARMENT  
UNDER SAN FRANCISCO  
ADMINISTRATIVE CODE CHAPTER 28**

David Chiu, City Attorney of the City and County of San Francisco (“**San Francisco**” or “**City**”), and acting as Charging Official under Sections 28.1 and 28.2 of the San Francisco Administrative Code, requests that the Controller of San Francisco appoint a hearing officer for debarment proceedings against the following contractor: Collective Impact. The City Attorney requests that said hearing officer issue an ORDER OF DEBARMENT finding this contractor an irresponsible bidder and disqualified from participating in the procurement process for, or from entering into, contracts with San Francisco directly or indirectly, for a period of five years beginning March 20, 2025.

While these debarment proceedings are pending, Collective Impact is **SUSPENDED** and prohibited from participating in the procurement process for, or entering into new contracts, subcontracts, grants, or subgrants with, the City at any level.

## **I. INTRODUCTION**

Collective Impact is a California non-profit corporation based in San Francisco that has contracted with multiple City departments, including the San Francisco Human Rights Commission (HRC). James Spingola is the Executive Director (ED) of Collective Impact. Renaud DeVreker is its Chief Financial Officer (CFO).

Instead of spending grant funds as authorized by City grants, Collective Impact instead directed thousands of those grant dollars to benefit the former ED of HRC, Dr. Sheryl Davis. Before leading HRC, Davis was the ED of Collective Impact from 2011 through 2016, and she created much of the non-profit’s programming. Davis lives with the current ED of Collective Impact, James Spingola, and has lived with him since 2016. Neither Davis nor Spingola disclosed their cohabiting relationship despite Davis signing seven agreements between HRC and Collective Impact that awarded millions of dollars to the non-profit. Collective Impact also spent public moneys to promote Davis’ personal ventures and pay for first class upgrades on her travel.

Because Collective Impact has received funding from HRC continuously since at least 2019, Collective Impact is a restricted source of gifts for all HRC employees, including Davis. HRC employees cannot legally accept gifts from Collective Impact regardless of the amount and

1 regardless of whether the gift is reported. Collective Impact ignored this prohibition, and  
2 between 2019 and 2024 gifted thousands of dollars to Davis and two other HRC employees.

3 The gifts to Davis caused her to have a financial interest in Collective Impact such that  
4 she was precluded from making any governmental decision regarding Collective Impact for one  
5 year after receiving the gifts. Davis nonetheless made repeated governmental decisions that  
6 benefited Collective Impact, including signing grant agreements and approving disbursements of  
7 grant funds. Throughout this process, Collective Impact willfully aided and abetted Davis in  
8 violating San Francisco Campaign & Governmental Conduct Code section 3.206 (Financial  
9 Conflicts of Interest).

10 Collective Impact also submitted false claims for reimbursement of City funds for  
11 ineligible expenses. Collective Impact invoiced the City for a \$49,999.99 payment for Davis,  
12 Spingola, and others to attend the 2023 KAIROS conference when the grant explicitly excluded  
13 funding for travel and conference expenses. Collective Impact also sought reimbursement from  
14 the City for \$19,000 in a single year for funds to pay tuition for Davis' son to attend graduate  
15 school at the University of California at Los Angeles (UCLA), even though the terms of the  
16 grant limited tuition support to \$5,000 per student per year.

17 Collective Impact also spent more than \$75,000 in 2022 and 2023 on stipends to its own  
18 employees, including its ED and CFO, and at least five City employees who could not legally  
19 accept gifts or payments from Collective Impact for performing their assigned City job duties.  
20 Collective Impact invoiced a City grant for the cost of many of these stipends even though the  
21 stipends for City employees were illegal payments and the stipends for Collective Impact  
22 employees were ineligible performance bonuses.

23 For all of these reasons, and as described more fully below, Collective Impact engaged in  
24 willful misconduct that warrants both Suspension and Debarment.

## 25 **II. PARTY TO BE SUSPENDED AND DEBARRED**

26 Collective Impact is a California non-profit corporation, entity no. 2979984. It registered  
27 with the California Secretary of State on April 26, 2007, under the name "Heffernan Youth  
28 Services, Inc." It restated its Articles of Incorporation in 2008 and changed its name to

1 Collective Impact. Collective Impact is a San Francisco vendor that has participated in the  
2 procurement process and obtained direct and indirect contracts with San Francisco.

### 3 **III. FACTUAL BACKGROUND**

#### 4 **A. Collective Impact Has Been and Remains Financially Entangled with Former 5 Human Rights Commission Executive Director Sheryl Davis**

6 Collective Impact has been a grantee of HRC consistently since 2019. It was awarded  
7 more than \$6 million from HRC between December 2019 and May 2024. HRC terminated its  
8 outstanding grants with Collective Impact on December 10, 2024 following Davis' resignation.  
9 Collective Impact had several other grants with the City, including with the Office of Economic  
10 and Workforce Development (OEWD), the Department of Children, Youth and Families  
11 (DCYF), and the Mayor's Office of Housing and Community Development (MOHCD).

12 Davis was the ED of Collective Impact from 2011 through 2016, during which time she  
13 was also employed by the Public Defender's Office (PD) as the Director of the Mo'Magic  
14 Program. According to Collective Impact's website, Mo'Magic is fiscally sponsored by  
15 Collective Impact. And the website for Magic SF, which includes Mo'Magic in the Western  
16 Addition and B'Magic in the Bayview, directs donors to make checks payable to Collective  
17 Impact. According to the website, Magic SF partners with non-profit organizations and service  
18 providers that focus on the educational, economic, health, and juvenile justice needs of  
19 disadvantaged children, youth, and their families. Davis left Collective Impact and PD to become  
20 the ED of HRC in September 2016. She served as ED of HRC until September 13, 2024.

21 Davis' relationship with Collective Impact remained unusually cozy after her departure  
22 from the non-profit. Although Davis purportedly left Collective Impact in 2016, she signed  
23 official documents on behalf of Collective Impact listing herself as its ED on February 1, 2017.  
24 Davis remains to this day a signatory for Collective Impact's bank account, and Collective  
25 Impact continues to carry a balance on a corporate credit card in her name.

26 Davis also has a close personal relationship with Spingola, who has been the ED of  
27 Collective Impact since 2019. Davis lives with Spingola and has done so since 2016. They  
28 jointly own a car. Between 2019 and 2024, Davis and Spingola together signed at least seven  
grant agreements on behalf of HRC and Collective Impact respectively. Yet at no point did either

Davis or Spingola disclose their relationship to the City, nor did Davis publicly disclose the relationship as required under the City's Campaign and Governmental Conduct Code.

Collective Impact has paid thousands of dollars to support Davis' personal ventures, her travel, and her son's graduate school education. These include marketing expenses for Davis' book; talent booking for her podcast; first class airfare to promote her book and podcast; and luxury accommodations. Collective Impact also made false claims to the City to hide other payments that rewarded Davis. These included Davis' expenses to attend and be featured at the 2023 KAIROS "Convening for the Culture" conference in Martha's Vineyard. Davis never reported any of these gifts on her legally required financial disclosures as the ED of HRC.

Collective Impact made payments, characterized as "stipends," to HRC EMPLOYEE 1, who was prohibited from accepting gifts from Collective Impact because of Collective Impact's contracts with HRC. It also paid rent for HRC EMPLOYEE 2. Finally, Collective Impact paid thousands of dollars in "stipends" to its own employees and PD employees. Spingola has admitted that these stipends were in fact performance bonuses. And payments to PD employees were prohibited by local law and the department's Statement of Incompatible Activities.

These ineligible and/or illegal payments are detailed below:

#### **1. Payments to Support Davis' Podcast**

Davis created and hosted a podcast called *Sunday Candy*. She contracted with GPS Speakers, a talent agent, to book guests such as Dr. Cornel West to appear on the show. Collective Impact paid half of the booking costs for Davis' podcast. On January 18, 2022, Collective Impact paid \$10,000 to GPS Speakers. On January 31, 2022, Collective Impact paid an additional \$2,000 to GPS Speakers. Collective Impact invoiced the \$2,000 payment to GPS Speakers for Davis' podcast to the DCYF Comprehensive grant. The Comprehensive grant was intended to support out-of-school youth programming.

The podcast, available on Spotify and Davis' personal website at [sherylevansdavis.org](http://sherylevansdavis.org), is a personal venture. On it, Davis interviews prominent guests, and reflects "on the music, fellowship and long Sunday services that got her through life." At the end of each episode, Davis encourages listeners to visit her personal website. Her personal website includes a link to

1 purchase her children's book, *Free to Sing*. At the end of each podcast episode, Davis also  
2 represents that the podcast is sponsored by HRC and the Dream Keeper Initiative, a City-funded  
3 portfolio of grants administered by HRC and overseen by Davis, but the Charging Official has  
4 not identified any HRC or Dream Keeper Initiative grant or agreement to sponsor *Sunday Candy*.

5 In addition to payments from Collective Impact, Davis approved payments directly from  
6 HRC to support the podcast. This City funding for the podcast did not involve Collective Impact,  
7 but it was a misuse of HRC's purchasing authority, which is intended to allow purchases *for the*  
8 *department* of commodities, not services.

## 9 **2. Payments to Support Davis' Book**

10 Davis wrote *Free to Sing*, first published by BookBaby in 2023. The singer Goapele  
11 performed at Davis' book launch on January 12, 2023. Collective Impact paid \$5,000 for  
12 Goapele's appearance at the event, and it invoiced that expense to the DCYF Dream Keeper-  
13 Brighter Futures grant. Collective Impact also paid \$1,400 for a booth at the April 2023 BOOST  
14 conference in Palm Springs so that Davis could market both her book and podcast, and invoiced  
15 that expense to the DCYF Comprehensive grant.

## 16 **3. Payment for Davis' Upgrades to First Class Travel**

17 Collective Impact paid to upgrade Davis' airfare for personal travel. Collective Impact  
18 did not pay for the initial airfare; instead Collective Impact only paid to upgrade Davis' existing  
19 fare to first class. For example, Collective Impact paid \$870 for a first class upgrade for Davis'  
20 April 2023 flights to and from Chicago where she performed a book reading of *Free to Sing*. It  
21 billed this expense to the OEWD Young Adult Workforce Services grant. Collective Impact  
22 invoiced \$750 to the same grant for first class upgrades and excess baggage fees for Davis' and a  
23 companion's flights to Palm Springs where she attended the April 2023 BOOST Conference to  
24 promote her book and podcast.

## 25 **4. Payment for Davis to Present at a Conference in Martha's Vineyard**

26 Davis and Spingola attended KAIROS' signature four-day, annual event, "Convening for  
27 the Culture" in Martha's Vineyard in August 2023 where Davis delivered a keynote address on  
28 "Reparations & Operationalized Racial Equity." Collective Impact spent \$49,999.99 to cover the

costs of this conference and billed it to the OEWD Educational Pathways grant even though, as explained below, the grant budget did not include funding for “Travel/Conferences” and particularly not for City employees. Collective Impact’s CFO told auditors that they invoiced the conference expenses as “general supplies.”

The Educational Pathways grant sets forth processes for the use and distribution of grant funds. Section 5.2 of the grant provides that Collective Impact can only use grant funds for eligible expenses “and for no other purpose.” Appendix A of the grant contains the approved budget. Expenses must be billed “against appropriate and available budget line items.” “[C]osts or expenses related to meals, catering, transportation, lodging, fundraising or educational activities, unless detailed in the attached budget” are expressly ineligible for reimbursement. The budget approved in and attached to the grant agreement does not allocate any money to “Travel/Conferences” and does not anticipate Collective Impact paying expenses for Davis or any other City official. The grant requires that funds be expended in accordance with the budget.

Section 8.3 of the Educational Pathways grant agreement requires truthful reporting in connection with funding requests:

**No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

Section 6.7 of the Educational Pathways grant also specifically prohibits false claims:

**Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grant Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to

defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Collective Impact paid \$49,999.99 and sought reimbursement from OEWD for that amount to pay for Davis' participation in the 2023 KAIROS conference. This included the purchase of two conference packages: the "2-Day Programming" package for \$25,000, which included "8 Seats and curation of two Salon Meals/Meetings, [and] one curated Webinar," and the "Keynote Speaker Programming" package for an additional \$25,000. The "Keynote Speaker Programming Package" paid for the right to "[c]o-curate with us the entire program including a table for said program, partnering on the program and apart [sic] of the post event follow-up." Accordingly, these expenses were all conference expenses, and at least half related to meals and educational opportunities, which were expressly ineligible expenses under the grant. None of these expenses were for "general supplies."

#### **5. Payment for Rental of House in Martha's Vineyard**

In addition to paying Davis' conference-related expenses at the KAIROS conference, Collective Impact also paid \$16,319.15 rent for a weeklong stay for Davis, Spingola and others during the event at a luxury property in Oak Bluffs, Martha's Vineyard, Massachusetts. Davis signed the lease for the rental house as the tenant, but Collective Impact paid the landlord. The listing for the rental home describes a "Beautiful Classical Colonial 3+ Bedrooms in the highly desirable neighborhood of Tower Ridge."

#### **B. Payment of Graduate School Tuition for Davis' Adult Son**

Collective Impact paid more than \$19,000 in tuition support for Davis' son, who was attending graduate school at UCLA. Collective Impact invoiced the OEWD Educational Pathways grant for tuition payments for Davis' son of \$4,000.00 and \$110.00 on September 18, 2023; \$8,415.74 on December 18, 2023; and \$6,544.27 on March 28, 2024. The grant capped stipend payments at \$2,500 for a semester and \$5,000 for the year.<sup>1</sup> All but one of these

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<sup>1</sup> Arguably, the cap on tuition support was \$1,500 per year. The grant provides the \$5,000 stipend is to be used to "financially support participants and cover potential costs of educational (continued on next page)



1 payments exceeded the semester limit, and the tuition support altogether exceeded the yearly  
2 cap.

3 **C. Prohibited Gifts to HRC Employees**

4 **1. Prohibited Gifts to HRC EMPLOYEE 1**

5 HRC EMPLOYEE 1 is and has been an HRC employee since March 2021. Collective  
6 Impact made several payments to HRC EMPLOYEE 1 while he was an HRC employee. In  
7 August 2022, Collective Impact paid HRC EMPLOYEE 1 a stipend of \$200, which it billed to  
8 the HRC Community Innovations grant. In November and December 2022, it paid HRC  
9 EMPLOYEE 1 stipends of \$250 and \$500, which it billed to the DCYF Dream Keeper-Brighter  
10 Futures grant.

11 **2. Prohibited Gift to HRC EMPLOYEE 2**

12 HRC EMPLOYEE 2 is and has been an HRC employee since November 2018. In  
13 November 2023, HRC EMPLOYEE 2 received rent support in the amount of \$2,469.00 from  
14 Collective Impact while HRC EMPLOYEE 2 was an HRC employee. Collective Impact paid  
15 HRC EMPLOYEE 2's landlord and billed that payment to the DCYF Dream Keeper-Brighter  
16 Futures grant.

17 **D. Ineligible Payments to Its Own Employees and City Employees**

18 Between November 18, 2022, and December 22, 2022, Collective Impact paid almost  
19 \$22,000 to its own employees, including one subcontractor, and invoiced these payments as  
20 "stipends" to the DCYF Dream Keeper-Brighter Futures grant. In an audit meeting on February  
21 26, 2025, Spingola admitted that these stipends were in fact performance bonuses.

22 Performance bonuses are ineligible expenses under the Dream Keeper-Brighter Futures  
23 grant. They are also ineligible generally for all DCYF grants. DCYF's publication "Doing  
24 Business with DCYF-A Guidebook to Partnering with the Department of Children, Youth &

25  
26  
27 tools or equipment (i.e., Books, laptops, lab equipment, etc.)," but that only \$1,500 of that  
28 stipend could be used for enrollment expenses such as tuition: "Stipends/incentives may be used  
for completion of high school and enrollment into post-secondary education (\$1,000 maximum  
for completing high school education and \$1,500 for enrollment into post-secondary education)."

1 Their Families 2018-2023 Funding Cycle” expressly lists “performance bonuses paid to staff”  
2 under the category of “Disallowable Expenses.”

3 In addition, between August 31, 2022, and December 16, 2022, Collective Impact paid  
4 \$5,950 to PD employees working in the Magic SF programs. Some of these payments were also  
5 invoiced as “stipends” to DCYF grants.

#### 6 **IV. LEGAL BASIS FOR SUSPENSION AND DEBARMENT**

##### 7 **A. Collective Impact is a Contractor for the Purposes of Chapter 28**

8 San Francisco Administrative Code Chapter 28 sets forth the grounds and procedures for  
9 administrative Debarment. A copy of Chapter 28 is enclosed as **Exhibit A**. “Debarment” is  
10 defined as the “administrative determination against a Contractor declaring such Contractor  
11 irresponsible and disqualified from participating in the procurement process for contracts, or  
12 from entering into contracts, directly or indirectly, with or applying for or receiving grants or  
13 other benefits from the City for a period specified in the Debarment order.” San Francisco  
14 Administrative Code § 28.1.

15 Contractor is defined as:

16 Any individual person, business entity, or organization that submits a  
17 qualification statement, proposal, bid, or grant request, or **that contracts**  
18 **directly or indirectly with the City for the purpose of providing any**  
19 **goods or services or construction work to or for, or applies for or**  
20 **receives a grant from, the City including without limitation any**  
21 **Contractor, subcontractor, consultant, subconsultant or supplier at**  
22 **any tier, or grantee.** The term “Contractor” shall include any responsible  
23 managing corporate officer, or responsible managing employee, or other  
24 owner or officer of a Contractor who has personal involvement and/or  
25 responsibility in seeking or obtaining a contract with the City or in  
26 supervising and/or performing the work prescribed by the contract or  
27 grant.”

28 *Id.* (emphasis added). Collective Impact is a “Contractor,” because it has contracted for and  
received numerous City grants, including grants from HRC, OEWD, DCYF, and MOHCD.

##### 29 **B. Collective Impact Engaged In Willful Misconduct Requiring Debarment**

30 The Administrative Code in effect during the relevant time period provided in pertinent  
31 part that a contractor shall be debarred upon a finding of:

32 any willful misconduct with respect to any City bid, request for  
33 qualifications, request for proposals, grant request, purchase order and/or  
34 contract, or grant award. Such willful misconduct may include, but need

not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications, or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts, including without limitation repeated unexcused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the Municipal Code; (5) submission of false claims as defined in this Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's violation of any civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant; (7) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (8) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.

San Francisco Administrative Code § 28.3(a).

A finding of any of the above examples of misconduct *mandates* debarment. Collective Impact, at a minimum: (1) provided prohibited payments to public officials; (2) failed to comply with the Municipal Code; (3) submitted false claims; and (4) failed to comply with grant terms.

**Ground 1: Collective Impact violated the Municipal Code, because it gave prohibited gifts to HRC Employees.**

San Francisco Administrative Code section 28.3(a)(8) defines willful misconduct to include “the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.”

San Francisco law provides that “no officer or employee of the City and County shall solicit or accept any gift or loan from a person who the officer or employee knows or has reason to know is a restriction [sic] source, except loans received from commercial lending institutions in the ordinary course of business.” San Francisco Campaign and Governmental Conduct Code § 3.216(b). A “restricted source” includes “a person doing business with or seeking to do business with the department of the officer or employee.” San Francisco Campaign and Governmental Conduct Code § 3.216(b)(1)(A). “The phrase ‘doing business’ with the department of the officer or employee means entering into or performing pursuant to a contract with the department of the officer or employee.” Ethics Commission Regulation 3.216(b)-1. Collective Impact has entered into and has been continuously performing pursuant to grant

1 agreements with HRC since 2019. Accordingly, Collective Impact was a restricted source as to  
2 HRC employees since 2019. Collective Impact gave the following prohibited gifts to HRC  
3 employees.

4 **Count 1: Payment of Davis' podcast expenses**

5 On or about January 18, 2022, Collective Impact paid GPS Speakers \$10,000 for talent  
6 booking expenses for Davis' podcast, *Sunday Candy*. This is willful misconduct under  
7 Administrative Code § 28.3(a)(8).

8 **Count 2: Payment of Davis' podcast expenses**

9 On or about January 31, 2022, Collective Impact used grant funds to pay \$2,000 to GPS  
10 Speakers for talent booking expenses for the podcast, *Sunday Candy*. This is willful misconduct  
11 under San Francisco Administrative Code § 28.3(a)(8).

12 **Count 3: Payment of promotional expenses for Davis' book**

13 Collective Impact used grant funds to pay the \$5,000 fee for Goapele to perform at  
14 Davis' promotional book launch event on January 12, 2023. This is willful misconduct under San  
15 Francisco Administrative Code § 28.3(a)(8).

16 **Count 4: Payment of conference booth rental to market Davis' book and podcast**

17 On or about February 4, 2023, Collective Impact used grant funds to pay the \$1,400 fee  
18 to secure an exhibition booth at the April 2023 BOOST Conference where Davis promoted *Free*  
19 *to Sing* and *Sunday Candy*. This is willful misconduct under San Francisco Administrative Code  
20 § 28.3(a)(8).

21 **Count 5: Payment of first class airfare upgrades for Davis' trip to Chicago**

22 On or about June 30, 2023, Collective Impact paid \$870 for first class upgrades on Davis'  
23 travel to and from Chicago where she conducted a book reading of *Free to Sing*. This is willful  
24 misconduct under San Francisco Administrative Code § 28.3(a)(8).

25 **Count 6: Payment of first class airfare upgrades for Davis' trip to Palm Springs**

26 On or about June 30, 2023, Collective Impact paid \$750 for first class upgrades on Davis  
27 and a companion's travel to and from Palm Springs to promote *Free to Sing* and *Sunday Candy*.  
28 This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

1           **Count 7: Payment of rental fee for Martha’s Vineyard house**

2           On or about June 23, 2023, Collective Impact paid \$16,319.15 for the rental of the  
3 Martha’s Vineyard house where Davis and Spingola stayed during the KAIROS conference. This  
4 is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

5           **Count 8: Payment of rent for HRC EMPLOYEE 2**

6           On or about November 21, 2023, Collective Impact paid \$2,469 for HRC EMPLOYEE 2  
7 in rent support. This is willful misconduct under San Francisco Administrative Code §  
8 28.3(a)(8).

9           **Count 9: Payment to HRC EMPLOYEE 1**

10          On or about August 31, 2022, Collective Impact paid HRC EMPLOYEE 1 a stipend of  
11 \$200. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

12          **Count 10: Payment to HRC EMPLOYEE 1**

13          On or about November 18, 2022, Collective Impact paid HRC EMPLOYEE 1 a “holiday  
14 stipend” of \$250. This is willful misconduct under San Francisco Administrative Code §  
15 28.3(a)(8).

16          **Count 11: Payment to HRC EMPLOYEE 1**

17          On or about December 16, 2022, Collective Impact paid HRC EMPLOYEE 1 a “holiday  
18 stipend” of \$500. This is willful misconduct under Administrative Code § 28.3(a)(8).

19   **Ground 2:**   **Collective Impact bribed Davis and aided and abetted Davis’ conflicts of**  
20                   **interest in violation of the Campaign and Governmental Conduct Code.**

21           “Willful misconduct” by a Contractor includes the failure to comply with the Municipal  
22 Code. San Francisco Administrative Code § 28.3(a)(2). Here, Collective Impact violated San  
23 Francisco Campaign and Governmental Conduct Code § 3.216(a) (Prohibition on Bribery) and  
24 aided and abetted Davis in her violations of San Francisco Campaign and Governmental Conduct  
25 Code §§ 3.206(a) and (b) (Financial Conflicts of Interest).

26           Section 3.236 of the San Francisco Campaign and Governmental Conduct Code  
27 provides: “No person shall knowingly and intentionally provide assistance to or otherwise aid or  
28 abet any other person in violating any of the provisions of this Chapter.” Among other things,  
Chapter 2 of the San Francisco Campaign and Governmental Conduct Code prohibits any City

1 officer or employee from making any decision for the City in which the officer or employee has  
2 a financial interest within the meaning of the California Political Reform Act or California  
3 Government Code § 1090. San Francisco Campaign and Governmental Conduct Code  
4 §§ 3.206(a) and (b).

5 As detailed above, Collective Impact provided Davis with many gifts with the intent to  
6 influence her in the performance of an official act as ED of HRC. These gifts included the  
7 payments for booking expenses for her podcast, including a \$10,000 payment on January 18,  
8 2022, and a \$2,000 payment on January 31, 2022.

9 An officer or employee has a financial interest in any source of gifts with an aggregate  
10 value equal to or greater than the state gift limit (\$520 in 2022; \$590 in 2023) received or  
11 promised within 12 months prior to the time the decision was made. Cal. Gov. Code, § 87103(c).  
12 Accordingly, Davis was prohibited from making governmental decisions related to Collective  
13 Impact for 12 months following each prohibited gift from Collective Impact.

14 Collective Impact gave additional gifts to Davis after January 2022, including a January  
15 11, 2023, payment of \$5,000 to cover Goapele's appearance fee for Davis' book launch, a  
16 February 4, 2023, payment of \$1,400 for a booth rental at the April 2023 BOOST conference, a  
17 June 23, 2023, payment for Davis' Martha's Vineyard home rental, and a June 30, 2023,  
18 reimbursement of almost \$3,000 for travel upgrades.

19 Davis violated the law by making governmental decisions that benefited Collective  
20 Impact after receiving the \$12,000 in gifts to cover her podcast expenses. In addition to more  
21 than ten decisions by Davis to release funds to Collective Impact within 12 months after  
22 receiving these gifts, Davis and Spingola signed two agreements during this period. First, she  
23 signed the HRC Technical Assistance grant on or about April 1, 2022. Second, she signed the  
24 First Amendment to the HRC Community Initiatives grant on or about June 24, 2022. Collective  
25 Impact aided and abetted Davis in violating the San Francisco Campaign and Governmental  
26 Conduct Code with respect to those governmental decisions.

1           **Count 12: Bribery**

2           On or about January 18, 2022, Collective Impact violated San Francisco Campaign and  
3 Governmental Conduct Code section 3.216(a) by offering and making a gift through GPS  
4 Speakers of \$10,000 with the intent to influence a City officer in the performance of an official  
5 act. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

6           **Count 13: Bribery**

7           On or about January 31, 2022, Collective Impact violated San Francisco Campaign and  
8 Governmental Conduct Code section 3.216(a) by offering and making a gift through GPS  
9 Speakers of \$2,000 with the intent to influence a City officer in the performance of an official  
10 act. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

11           **Count 14: Aiding and Abetting Conflict of Interest**

12           On or about April 1, 2022, Collective Impact aided and abetted a violation of San  
13 Francisco Campaign and Governmental Conduct Code §§ 3.206(a) and 3.236 when its ED  
14 Spingola signed the HRC Technical Assistance grant. This is willful misconduct under San  
15 Francisco Administrative Code § 28.3(a)(2).

16           **Count 15: Aiding and Abetting Conflict of Interest**

17           On or about June 24, 2022, Collective Impact aided and abetted a violation of San  
18 Francisco Campaign and Governmental Conduct Code §§ 3.206(a) and 3.236 when its ED  
19 Spingola signed the First Amendment to the HRC Community Initiatives grant. This is willful  
20 misconduct under San Francisco Administrative Code § 28.3(a)(2).

21 **Ground 3:   Collective Impact submitted a false claim for ineligible conference expenses.**

22           “Willful misconduct” by a Contractor includes the “submission of false claims as defined  
23 in this Administrative Code...or other applicable federal, state, or municipal false claims laws.”  
24 San Francisco Administrative Code § 28.3(a)(5).

25           The San Francisco Administrative Code requires all contractors and subcontractors to  
26 “submit claims...or requests of any kind seeking increased compensation on a City contract only  
27 upon a good-faith, honest evaluation of the underlying circumstances and a good-faith, honest  
28 calculation of the amount sought.” San Francisco Administrative Code § 21.35(a). A contractor

1 like Collective Impact submits a false claim if it does any of the following: (1) knowingly  
2 presents or causes to be presented a false claim for payment or approval by the City, (2)  
3 knowingly makes or uses a false record to receive payment or approval of a false claim by the  
4 City, or (3) inadvertently benefits from the submission of a false claim to the City and fails to  
5 disclose the false claim within a reasonable time following the discovery of the claim's falsity.  
6 San Francisco Administrative Code § 21.35(a)(1-5).

7 The California False Claims Act (CFCA) provides that an entity violates the CFCA when  
8 it "[k]nowingly...causes to be presented a false or fraudulent claim for payment or approval."  
9 Cal. Govt. Code §§ 12651(a)(1). A "claim," under the CFCA, includes a "request or  
10 demand...for money" presented to a local government entity. Cal. Govt. Code § 12650(b)(1).

11 Specific intent to defraud the City is not required. A false claim under the CFCA is  
12 knowingly presented to a government entity when (1) there is actual knowledge the claim is  
13 false, (2) the individual acts in deliberate ignorance of the falsity of the claim, or (3) the  
14 individual acts with reckless disregard of the falsity of the claim. Cal. Govt. Code § 12650(b)(3).  
15 Whether or not a claim is presented directly to a government entity is irrelevant under the CFCA.  
16 A claim is false when it has a "natural tendency to influence agency action or is capable of  
17 influencing agency action." *San Francisco Unified School Dist. ex rel. Contreras v. Laidlaw*  
18 *Transit Inc.*, (2010) 182 Cal.App.4th 438, 454, *quoting City of Pomona v. Superior Court*, (2001)  
19 89 Cal.App.4th 793, 802.

20 "The Legislature designed the CFCA 'to prevent fraud on the public treasury,' and it  
21 'should be given the broadest possible construction consistent with that purpose.' In other words,  
22 the CFCA 'must be construed broadly so as to give the widest possible coverage and effect to the  
23 prohibitions and remedies it provides.'" (*San Francisco Unified Sch. Dist. ex rel. Contreras v.*  
24 *First Student, Inc.*, (2014) 224 Cal.App.4th 627, 638 (citation omitted).)

#### 25 **Count 16: Submission of False Claim for Ineligible Conference Expenses**

26 Collective Impact submitted a false claim with respect to Davis' participation in the 2023  
27 KAIROS convention. On or about June 30, 2023, Collective Impact invoiced the OEWD  
28 Educational Pathways grant \$49,999.99 even though travel and conference expenses were



explicitly not covered by the grant budget. At least half of the expenses claimed—namely “Salon Meals/Meetings” and a “curated Webinar”—were clearly ineligible expenses under the grant, which expressly excluded meals and “educational activities” from the list of expenses eligible for reimbursement. Moreover, the approved budget for the grant allocated no money for conference expenses, which would include all of the expenses that formed the basis for the claim.

Collective Impact told auditors the claim was invoiced as “general supplies.” This is willful misconduct under San Francisco Administrative Code § 28.3(a)(5).

**Ground 4: Collective Impact invoiced payments for ineligible expenses in violation of grant terms.**

The “failure to comply with the terms of a contract” constitutes willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

**Count 17: Payment of Podcast Expenses Violated Terms of DCYF Grant**

The DCYF Comprehensive grant required that Collective Impact comply with state law: “Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, [sic] and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules [sic] and laws.” Collective Impact violated California law by misappropriating grant funds.

On or about January 31, 2022, Collective Impact paid GPS Speakers \$2,000 in grant funds from the DCYF Comprehensive grant to cover talent booking expenses for the *Sunday Candy* podcast. This podcast was Davis’ personal venture, and Collective Impact spent grant funds for Davis’ personal benefit. As a grantee, Collective Impact was entrusted with guarding and safekeeping public funds. The grant funds retained their character as public moneys even after Collective Impact received them. *People v. Johnson* (2012) 209 Cal.App.4th 800, 809. This misuse of grant funds violates California Penal Code § 424, which provides in pertinent part: “Each...person charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who...[w]ithout authority of law, appropriates the same, or any portion thereof,...to the use of another” is guilty of a crime. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

1           **Count 18: Payment of Davis' Son's Tuition Violated Terms of OEWD Grant**

2           The OEWD Educational Pathways grant provided a maximum stipend of \$5,000 to  
3 support tuition for a year. Collective Impact billed the grant \$19,070.01 for the academic year to  
4 pay the tuition of Davis' son. Collective Impact's excess billing violated the terms of the grant.  
5 Further, Collective Impact giving Davis' son \$14,070.01 in grant funds to which he was not  
6 entitled constitutes misappropriation of public funds for the use of another and is a separate  
7 violation of the terms of the grant requiring compliance with state law. This is willful misconduct  
8 under San Francisco Administrative Code § 28.3(a)(2).

9           **Count 19: Payment to Collective Impact CFO Violated Terms of DCYF Grant**

10          On or about November 18, 2022, Collective Impact paid CFO DeVreker a \$500  
11 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures  
12 grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

13          **Count 20: Payment to Collective Impact ED Violated Terms of DCYF Grant**

14          On or about November 18, 2022, Collective Impact paid Spingola a \$500 performance  
15 bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures grant. This is  
16 willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

17          **Count 21: Payment to Collective Impact ED Violated Terms of DCYF Grant**

18          On or about December 16, 2022, Collective Impact paid Spingola a \$2,000 performance  
19 bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures grant. This is  
20 willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

21          **Count 22: Payment to Collective Impact CFO Violated Terms of DCYF Grant**

22          On or about December 16, 2022, Collective Impact paid CFO DeVreker a \$1,500  
23 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures  
24 grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

25          **Count 23: Payment to COLLECTIVE IMPACT EMPLOYEE 1 Violated Terms of**  
26 **DCYF Grant**

27          On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
28 EMPLOYEE 1 a \$250 performance bonus and invoiced this ineligible expense to the Dream

1 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
2 Code § 28.3(a)(2).

3 **Count 24: Payment to COLLECTIVE IMPACT EMPLOYEE 1 Violated Terms of**  
4 **DCYF Grant**

5 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
6 EMPLOYEE 1 a \$1,200 performance bonus and invoiced this ineligible expense to the Dream  
7 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
8 Code § 28.3(a)(2).

9 **Count 25: Payment to COLLECTIVE IMPACT EMPLOYEE 2 Violated Terms of**  
10 **DCYF Grant**

11 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
12 EMPLOYEE 2 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
13 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
14 Code § 28.3(a)(2).

15 **Count 26: Payment to COLLECTIVE IMPACT EMPLOYEE 2 Violated Terms of**  
16 **DCYF Grant**

17 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
18 EMPLOYEE 2 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream  
19 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
20 Code § 28.3(a)(2).

21 **Count 27: Payment to COLLECTIVE IMPACT EMPLOYEE 3 Violated Terms of**  
22 **DCYF Grant**

23 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
24 EMPLOYEE 3 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
25 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
26 Code § 28.3(a)(2).

27 **Count 28: Payment to COLLECTIVE IMPACT EMPLOYEE 3 Violated Terms of**  
28 **DCYF Grant**

On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
EMPLOYEE 3 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream

1 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
2 Code § 28.3(a)(2).

3 **Count 29: Payment to COLLECTIVE IMPACT EMPLOYEE 4 Violated Terms of**  
4 **DCYF Grant**

5 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
6 EMPLOYEE 4 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
7 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
8 Code § 28.3(a)(2).

9 **Count 30: Payment to COLLECTIVE IMPACT EMPLOYEE 4 Violated Terms of**  
10 **DCYF Grant**

11 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
12 EMPLOYEE 4 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream  
13 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
14 Code § 28.3(a)(2).

15 **Count 31: Payment to COLLECTIVE IMPACT EMPLOYEE 5 Violated Terms of**  
16 **DCYF Grant**

17 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
18 EMPLOYEE 5 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
19 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
20 Code § 28.3(a)(2).

21 **Count 32: Payment to COLLECTIVE IMPACT EMPLOYEE 5 Violated Terms of**  
22 **DCYF Grant**

23 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
24 EMPLOYEE 5 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream  
25 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
26 Code § 28.3(a)(2).

27 **Count 33: Payment to COLLECTIVE IMPACT EMPLOYEE 6 Violated Terms of**  
28 **DCYF Grant**

On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
EMPLOYEE 6 a \$250 performance bonus and invoiced this ineligible expense to the Dream

1 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
2 Code § 28.3(a)(2).

3 **Count 34: Payment to COLLECTIVE IMPACT EMPLOYEE 6 Violated Terms of**  
4 **DCYF Grant**

5 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
6 EMPLOYEE 6 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream  
7 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
8 Code § 28.3(a)(2).

9 **Count 35: Payment to COLLECTIVE IMPACT SUBCONTRACTOR 1 Violated**  
10 **Terms of DCYF Grant**

11 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
12 SUBCONTRACTOR 1 a \$250 performance bonus and invoiced this ineligible expense to the  
13 Dream Keeper-Brighter Futures grant. This is willful misconduct under San Francisco  
14 Administrative Code § 28.3(a)(2).

15 **Count 36: Payment to COLLECTIVE IMPACT SUBCONTRACTOR 1 Violated**  
16 **Terms of DCYF Grant**

17 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
18 SUBCONTRACTOR 1 a \$500 performance bonus and invoiced this ineligible expense to the  
19 Dream Keeper-Brighter Futures grant. This is willful misconduct under San Francisco  
20 Administrative Code § 28.3(a)(2).

21 **Count 37: Payment to COLLECTIVE IMPACT EMPLOYEE 7 Violated Terms of**  
22 **DCYF Grant**

23 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
24 EMPLOYEE 7 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
25 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
26 Code § 28.3(a)(2).

27 **Count 38: Payment to COLLECTIVE IMPACT EMPLOYEE 7 Violated Terms of**  
28 **DCYF Grant**

On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
EMPLOYEE 7 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream

1 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
2 Code § 28.3(a)(2).

3 **Count 39: Payment to COLLECTIVE IMPACT EMPLOYEE 8 Violated Terms of**  
4 **DCYF Grant**

5 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
6 EMPLOYEE 8 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
7 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
8 Code § 28.3(a)(2).

9 **Count 40: Payment to COLLECTIVE IMPACT EMPLOYEE 8 Violated Terms of**  
10 **DCYF Grant**

11 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
12 EMPLOYEE 8 a \$1,200 performance bonus and invoiced this ineligible expense to the Dream  
13 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
14 Code § 28.3(a)(2).

15 **Count 41: Payment to COLLECTIVE IMPACT EMPLOYEE 9 Violated Terms of**  
16 **DCYF Grant**

17 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
18 EMPLOYEE 9 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
19 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
20 Code § 28.3(a)(2).

21 **Count 42: Payment to COLLECTIVE IMPACT EMPLOYEE 9 Violated Terms of**  
22 **DCYF Grant**

23 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
24 EMPLOYEE 9 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream  
25 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
26 Code § 28.3(a)(2).

27 **Count 43: Payment to COLLECTIVE IMPACT EMPLOYEE 10 Violated Terms of**  
28 **DCYF Grant**

On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
EMPLOYEE 10 a \$250 performance bonus and invoiced this ineligible expense to the Dream

1 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
2 Code § 28.3(a)(2).

3 **Count 44: Payment to COLLECTIVE IMPACT EMPLOYEE 10 Violated Terms of**  
4 **DCYF Grant**

5 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
6 EMPLOYEE 10 a \$1000 performance bonus and invoiced this ineligible expense to the Dream  
7 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
8 Code § 28.3(a)(2).

9 **Count 45: Payment to COLLECTIVE IMPACT EMPLOYEE 11 Violated Terms of**  
10 **DCYF Grant**

11 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
12 EMPLOYEE 11 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
13 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
14 Code § 28.3(a)(2).

15 **Count 46: Payment to COLLECTIVE IMPACT EMPLOYEE 11 Violated Terms of**  
16 **DCYF Grant**

17 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
18 EMPLOYEE 11 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream  
19 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
20 Code § 28.3(a)(2).

21 **Count 47: Payment to COLLECTIVE IMPACT EMPLOYEE 12 Violated Terms of**  
22 **DCYF Grant**

23 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
24 EMPLOYEE 12 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
25 Keeper-Brighter grant. This is willful misconduct under San Francisco Administrative Code §  
26 28.3(a)(2).

27 **Count 48: Payment to COLLECTIVE IMPACT EMPLOYEE 12 Violated Terms of**  
28 **DCYF Grant**

On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
EMPLOYEE 12 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream

1 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
2 Code § 28.3(a)(2).

3 **Count 49: Payment to COLLECTIVE IMPACT EMPLOYEE 13 Violated Terms of**  
4 **DCYF Grant**

5 On or about November 18, 2022, Collective Impact paid COLLECTIVE IMPACT  
6 EMPLOYEE 13 a \$250 performance bonus and invoiced this ineligible expense to the Dream  
7 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
8 Code § 28.3(a)(2).

9 **Count 50: Payment to COLLECTIVE IMPACT EMPLOYEE 13 Violated Terms of**  
10 **DCYF Grant**

11 On or about December 16, 2022, Collective Impact paid COLLECTIVE IMPACT  
12 EMPLOYEE 13 a \$1,000 performance bonus and invoiced this ineligible expense to the Dream  
13 Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative  
14 Code § 28.3(a)(2).

15 **Count 51: Payment to PD EMPLOYEE 1 Violated Terms of DCYF Grant**

16 On or about November 18, 2022, Collective Impact paid PD EMPLOYEE 1 a \$250  
17 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures  
18 grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

19 **Count 52: Payment to PD EMPLOYEE 1 Violated Terms of DCYF Grant**

20 On or about December 16, 2022, Collective Impact paid PD EMPLOYEE 1 a \$1,200  
21 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures  
22 grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

23 **Count 53: Payment to PD EMPLOYEE 2 Violated Terms of DCYF Grant**

24 On or about November 18, 2022, Collective Impact paid PD EMPLOYEE 2 a \$250  
25 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures  
26 grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).  
27  
28



**Count 54: Payment to PD EMPLOYEE 2 Violated Terms of DCYF Grant**

On or about December 16, 2022, Collective Impact paid PD EMPLOYEE 2 a \$500 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

**Count 55: Payment to PD EMPLOYEE 3 Violated Terms of DCYF Grant**

On or about November 18, 2022, Collective Impact paid PD EMPLOYEE 3 a \$250 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

**Count 56: Payment to PD EMPLOYEE 3 Violated Terms of DCYF Grant**

On or about December 16, 2022, Collective Impact paid PD EMPLOYEE 3 a \$500 performance bonus and invoiced this ineligible expense to the Dream Keeper-Brighter Futures grant. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(2).

**Ground 5: Collective Impact unlawfully paid City employees in violation of the Campaign and Governmental Conduct Code.**

Former San Francisco Campaign and Governmental Conduct Code § 3.218 prohibited City employees from engaging in any activity identified as incompatible in a Statement of Incompatible Activities adopted under that Section. The PD adopted a Statement of Incompatible Activities that included, among other things, a prohibition on the receipt or acceptance by an employee of “gifts from anyone other than the City for the performance of a specific service or act the...employee would be expected to render or perform in the regular course of his or her City duties.”

Collective Impact paid three PD employees for their work on the Magic SF program, which the PD operated. This work was performed as part of their regular duties as PD employees. As City employees, the PD employees could not be paid by an outside source for their City work. Accordingly, Collective Impact committed willful misconduct under San Francisco Administrative Code § 28.3(a)(8) when it made these prohibited payments.

**Count 57: Payment to PD EMPLOYEE 1**

On or about August 31, 2022, Collective Impact paid PD EMPLOYEE 1 \$1,000 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 58: Payment to PD EMPLOYEE 1**

On or about November 18, 2022, Collective Impact paid PD EMPLOYEE 1 \$250 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 59: Payment to PD EMPLOYEE 1**

On or about December 16, 2022, Collective Impact paid PD EMPLOYEE 1 \$1,200 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 60: Payment to PD EMPLOYEE 2**

On or about August 31, 2022, Collective Impact paid PD EMPLOYEE 2 \$1,000 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 61: Payment to PD EMPLOYEE 2**

On or about November 18, 2022, Collective Impact paid PD EMPLOYEE 2 \$250 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 62: Payment to PD EMPLOYEE 2**

On or about December 16, 2022, Collective Impact paid PD EMPLOYEE 2 \$500 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 63: Payment to PD EMPLOYEE 3**

On or about August 31, 2022, Collective Impact paid PD EMPLOYEE 3 \$1,000 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 64: Payment to PD EMPLOYEE 3**

On or about November 18, 2022, Collective Impact paid PD EMPLOYEE 3 \$250 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

**Count 65: Payment to PD EMPLOYEE 3**

On or about December 16, 2022, Collective Impact paid PD EMPLOYEE 3 \$500 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).

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1 **V. ORDER OF SUSPENSION**

2 For all of the reasons set forth in these Counts and Allegations, City Attorney David  
3 Chiu, as Charging Official, hereby issues this Suspension Order to Collective Impact.

4 This Suspension Order is self-executing; it is in effect from today's date until the  
5 Charging Official lifts the Order of Suspension under San Francisco Administrative Code  
6 Section 28.6(b), or a hearing officer terminates the Order of Suspension under Section 28.10(e).

7 **VI. REQUEST FOR ORDER OF DEBARMENT**

8 For all of the reasons set forth in these Counts and Allegations, City Attorney David  
9 Chiu, as Charging Official, requests that the hearing officer ORDER that Collective Impact is an  
10 irresponsible bidder and disqualified from participating in the procurement process for contracts,  
11 or from entering into contracts with, the City and County of San Francisco, directly or indirectly,  
12 for a period of five years expiring March 20, 2030.

13 "Failure of the Contractor to submit to the City a written request to be heard within the  
14 time required by this Chapter 28, or failure of the Contractor or the Contractor's representative to  
15 appear for a requested hearing that has been duly noticed, shall be deemed admission by the  
16 Contractor to the Counts and Allegations." San Francisco Administrative Code § 28.7.

17  
18 Dated: March 20, 2025

19 

20 \_\_\_\_\_  
21 DAVID CHIU  
22 City Attorney  
23 City and County of San Francisco  
24  
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26  
27  
28

# **EXHIBIT A**

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## CHAPTER 28:

### ADMINISTRATIVE DEBARMENT PROCEDURE

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- Sec. 28.0. Findings.
- Sec. 28.1. Definitions.
- Sec. 28.2. Debarment and Suspension Authority.
- Sec. 28.3. Grounds for Debarment and Suspension.
- Sec. 28.4. Initiating Debarment Proceedings; Counts and Allegations.
- Sec. 28.5. Service of the Counts and Allegations or Suspension Order.
- Sec. 28.6. Request for a Hearing.
- Sec. 28.7. Failure to Request a Hearing or to Appear.
- Sec. 28.8. Appointment of the Hearing Officer.
- Sec. 28.9. Pre-Hearing Procedure.
- Sec. 28.10. Hearings and Determinations.
- Sec. 28.11. Term and Effect of Administrative Debarment or Order of Suspension; Violation of Order.
- Sec. 28.12. Publication and Reports of Debarment or Suspension.

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#### SEC. 28.0. FINDINGS.

(a) The Board of Supervisors finds that: (1) contracting with the City is an important municipal affair, and that the award of contracts to Contractors who fail to deal with the City in good faith compromises the integrity of the contracting process and results in the improper expenditure of public funds, and (2) the public contracting process is for the benefit of the public, not Contractors, and it serves the public interest to empower the City to Debar or Suspend a Contractor that has engaged in conduct that undermines the integrity of the public contracting process.

(b) The Board of Supervisors recognizes that the City must afford Contractors due process in any determination that precludes any individual or business entity from participating in the contracting process. This Chapter 28 does not apply to a determination of nonresponsibility for a single contract or identifiable group of contracts, but rather to the broader determination of irresponsibility of a Contractor for the general purpose of contracting with the City for a specified period. The Board of Supervisors therefore adopts this Chapter to prescribe standard procedures for the prosecution, determination, and implementation of administrative Debarments and Suspensions.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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#### SEC. 28.1. DEFINITIONS.

The following definitions apply for only the purposes of this Chapter 28:

**Affiliate.** Any individual person or business entity related to a Contractor where such individual or business entity, directly or indirectly, controls or has the power to control the other, or where a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees or a business entity organized following the Suspension, Debarment, bankruptcy, dissolution or reorganization of a person which has the same or similar management; and/or ownership or principal employee as the Contractor.

**Charging Official.** Any City department head or the President of any board or commission authorized to award or execute a contract under the Charter or the Administrative Code, the Mayor, the Controller, the City Administrator, the Director of Administrative Services, or the City Attorney. All Charging Officials are authorized to act on behalf of the City in prosecuting any administrative Debarment proceeding and in issuing an Order of Debarment or issuing an Order of Suspension under this Chapter 28.

**City.** The City and County of San Francisco.

**Contractor.** Any individual person, business entity, or organization that submits a qualification statement, proposal, bid, or grant request, or that contracts directly or indirectly with the City for the purpose of providing any goods or services or construction work to or for, or applies for or receives a grant from, the City including without limitation any Contractor, subcontractor, consultant, subconsultant or supplier at any tier, or grantee. The term “Contractor” shall include any responsible managing corporate officer, or responsible managing employee, or other owner or officer of a Contractor who has personal involvement and/or responsibility in seeking or obtaining a contract with the City or in supervising and/or performing the work prescribed by the contract or grant.

**Day.** A calendar day unless otherwise specified.

**Debarment.** The administrative determination against a Contractor declaring such Contractor irresponsible and disqualified from participating in the procurement process for contracts, or from entering into contracts, directly or indirectly, with or applying for or

receiving grants or other benefits from the City for a period specified in the Debarment order.

**Suspension.** Ineligibility of a Contractor that is the subject of an arrest, indictment, or other criminal or civil charge by a governmental entity (federal, state or local), as specified in greater detail in Section 28.3(b) from participating in the procurement process for contracts or from entering into contracts directly or indirectly with, or applying for or receiving grants from, the City.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.2. DEBARMENT AND SUSPENSION AUTHORITY.

Notwithstanding any other provision of the Administrative Code, any Charging Official shall have authority to issue Orders of Debarment or Suspension against any Contractor in accordance with the procedures set forth in this Chapter 28.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.3. GROUNDS FOR DEBARMENT AND SUSPENSION.

(a) **Debarment.** A Charging Official shall issue an Order of Debarment for any Contractor who the hearing officer, based on evidence presented, finds to have engaged in any willful misconduct with respect to any City bid, request for qualifications, request for proposals, grant request, purchase order and/or contract, or grant award. Such willful misconduct may include, but need not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications, or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts or grants, including without limitation repeated unexcused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the Municipal Code; (5) submission of false claims as defined in this Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's violation of any civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant; (7) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (8) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.

(b) **Suspension.** Any Charging Official may issue an Order of Suspension to a Contractor on the basis that the Contractor has been arrested or indicted, or become the subject of a criminal, civil or administrative complaint issued by a government entity, where the arrest or indictment, criminal, civil, or administrative complaint alleges that the Contractor has violated a civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant including, but not limited to, the grounds for Debarment set forth in Section 28.3(a).

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.4. INITIATING DEBARMENT PROCEEDINGS; COUNTS AND ALLEGATIONS.

(a) Any Charging Official may initiate an administrative Debarment proceeding by issuing Counts and Allegations. A Charging Official may issue Counts and Allegations against any Contractor relating to any matter consistent with the grounds for debarment as stated in Section 28.3(a). A Charging Official may issue Counts and Allegations regardless whether such Charging Official awarded, was responsible for, or was involved in any way with the underlying contract or circumstances leading to the Counts and Allegations.

(b) The Charging Official shall append to the Counts and Allegations a photocopy of this Chapter 28 of the Administrative Code. Failure to append this Chapter 28, however, shall not affect the force or validity of the Counts and Allegations.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.5. SERVICE OF THE COUNTS AND ALLEGATIONS OR SUSPENSION ORDER.

(a) **Debarment Counts and Allegations.** The Charging Official shall serve the Counts and Allegations on each named individual person or business entity in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

The Charging Official shall also serve the Counts and Allegations on the Controller, City Administrator and the City Attorney.

(b) **Suspension Order.** The Charging Official shall serve the Suspension Order on the named Contractor in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

The Charging Official shall also serve the Suspension Order on the Controller, City Administrator and the City Attorney.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.6. REQUEST FOR A HEARING.

(a) **Debarment Counts and Allegations.** Within 15 business days after receipt of the Counts and Allegations, the Contractor may submit a written request for an administrative hearing. The Contractor may make such request through counsel or other authorized representative. The Contractor shall file any such request with the Controller with copies to the Charging Official, the City Attorney, and the City Administrator.

(b) **Order of Suspension.** At any time during a period of Suspension, a suspended Contractor may submit a written request to the Charging Official requesting the official to lift the Order of Suspension on the grounds that the Contractor's alleged conduct does not meet the legal requirement for Suspension, or based on facts or circumstances unknown to the Charging Official, or based on new facts, circumstances, or law. The Charging Official shall provide a written response within 14 Days. If the Charging Official's written response declines to lift the Order of Suspension, or the Charging Official fails to provide a written response within 14 Days, the suspended Contractor may submit in writing within 7 Days a request for an administrative hearing. The suspended Contractor may make such request through counsel or other authorized representative. The suspended Contractor shall file any such request with the Controller with copies to the Charging Official, the City Administrator, and the City Attorney.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.7. FAILURE TO REQUEST A HEARING OR TO APPEAR.

Failure of the Contractor to submit to the City a written request to be heard within the time required by this Chapter 28, or failure of the Contractor or the Contractor's representative to appear for a requested hearing that has been duly noticed, shall be deemed admission by the Contractor to the Counts and Allegations.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.8. APPOINTMENT OF THE HEARING OFFICER.

(a) A Charging Official shall request either the Controller or the City Administrator ("City Representative") to appoint a hearing officer for any Debarment or Suspension proceeding. If either the Controller or the City Administrator is the Charging Official, then that City Representative shall request the other to appoint the hearing officer.

(b) Within 14 Days of the Charging Official's request, the City Representative shall appoint a hearing officer and notify the Contractor and the Charging Official of the appointment. The appointed hearing officer shall be an attorney licensed to practice in California, with not less than five years experience. The notice of appointment shall include the name of the hearing officer. The Contractor or the Charging Official may object to the appointed hearing officer within five business days of the notification. If the City Representative, at the City Representative's sole discretion, appoints a new hearing officer, then the City Representative shall notify the Contractor and the Charging Official as soon as practicable but not more than 14 Days after receipt of the objection.

■ (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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## SEC. 28.9. PRE-HEARING PROCEDURE.

(a) Within 14 Days of appointment, the hearing officer shall notify each Contractor named in the Counts and Allegations or Suspension Order and the Charging Official<sup>1</sup>, the Controller, the City Administrator and the City Attorney of the scheduled hearing date. The hearing date shall be set at the hearing officer's sole discretion except, for a Debarment hearing, the hearing must commence within 120 Days of the date the Charging Official served the Counts and Allegations; a Suspension hearing must commence within 30 Days of the date the Suspended Contractor requested a hearing pursuant to Section 28.6(b).<sup>1</sup> The hearing officer may extend the deadline for holding a hearing only upon good cause shown; proceeding as expeditiously as possible is in the public's best interests.

(b) Discovery pursuant to the California Code of Civil Procedure is not applicable to this administrative debarment or suspension procedure.

(c) The hearing officer shall have the sole discretionary authority to direct any named Contractor and the ccCharging Official<sup>1</sup> to submit in advance of the hearing statements, legal analyses, lists of witnesses, exhibits, documents or any other information the hearing officer deems pertinent. The hearing officer may request the respective parties to submit rebuttals to such information. The hearing officer may limit the length, scope, or content of any such statement, analysis, list, rebuttal, document, or other requested information. The hearing officer shall set firm due dates for all written presentations.

(d) If the hearing officer determines, with the written agreement of each named Contractor and the Charging Official, that the hearing shall be by written presentation, all final writings shall be due no later than 120 Days of the date the Charging Official served the Counts and Allegations or Order of Suspension.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

### CODIFICATION NOTE

■ 1. So in Ord. [239-20](#).



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## **SEC. 28.10. HEARINGS AND DETERMINATIONS.**

(a) Hearings may occur in person, on an electronic meeting platform if deemed necessary by the hearing officer, or in writing, as set forth in the foregoing Section 28.09. <sup>1</sup> If the hearing is to occur in person or on an electronic meeting platform, the hearing officer shall specify the time and place for the Charging Official to present the case and for the Contractor to rebut the charges. The hearing officer shall have the sole discretion to allow offers of proof, set time limitations, and limit the scope of evidence presented based on relevancy.

(b) The Charging Official shall present evidence in support of the Debarment or Suspension to the hearing officer. The Contractor may present evidence in defense and/or mitigation. Each side shall be entitled to call witnesses, and the hearing officer may allow cross-examination of witnesses. The hearing officer may ask questions of any party.

(c) The hearing officer shall consider the evidence submitted by the Charging Official and the Contractor. Within 14 Days of the hearing, or of the date final written presentations are due, the hearing officer shall issue Findings and a Decision. The hearing officer shall serve the Findings and Decision on the Charging Official, the named Contractor(s), and/or their respective counsels or authorized representatives, and shall submit the same to the Controller, City Administrator, and City Attorney.

(d) If the hearing officer finds that the named Contractor has committed willful misconduct as described in Section 28.3 and orders a term of Debarment, the Charging Official shall issue an Order of Debarment consistent with the hearing officer's decision. The Charging Official shall serve the Order on each named Contractor, their counsel or authorized representative, if any, the City Attorney, the City Administrator, and the Controller. An Order of Debarment under this Chapter 28 shall be the final administrative determination by the City in the matter.

(e) For a Suspended Contractor, the hearing officer may consider evidence and argument by the Contractor to support its assertion that the City should terminate the Order of Suspension, provided that the Charging Official shall be entitled to offer evidence and argument in opposition to the Contractor's assertion. If the Contractor establishes that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, settlement agreement or plea agreement against the Contractor, the hearing officer shall terminate the Order of Suspension. An Order of Suspension upheld by a hearing officer under this Chapter shall be the final administrative determination by the City in the matter. Any termination of an Order of Suspension shall not preclude a Charging Officer from initiating Debarment proceedings against the Contractor based on the underlying conduct of the Suspension Order pursuant to section 28.4 following termination of the Order of Suspension.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

### **CODIFICATION NOTE**

1. So in Ord. [239-20](#).

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## **SEC. 28.11. TERM AND EFFECT OF ADMINISTRATIVE DEBARMENT OR ORDER OF SUSPENSION; VIOLATION OF ORDER.**

(a) An Order of Debarment shall provide for a term of Debarment not to exceed five years from the date of the Order. An Order of Suspension shall remain in effect until the Contractor establishes to the Charging Officer or the City Administrator that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, or plea agreement against Contractor.

(b) At any time during the pendency of an Order of Suspension, the City may initiate debarment proceedings against the Contractor. If the City suspends and later debars a Contractor for the same underlying conduct, the period of Suspension shall count towards the period of Debarment.

(c) An Order of Debarment or Suspension shall prohibit any named Contractor and the Contractor's affiliates from participating in any contract or grant at any tier, directly or indirectly, with or for the City; any Contractor and the Contractor's affiliates named in an Order of Debarment shall be deemed irresponsible and disqualified for the purposes of all City contracts and grants. Upon such Order, any department head, board, or commission may cancel any existing contract or grant with a Suspended or Debarred Contractor or direct the cancellation of an existing subcontract to which a Suspended Debarred Contractor<sup>1</sup> is a party. In the event of such cancellation, the Suspended or Debarred Contractor's recovery under the contract or grant shall be limited to compensation for work satisfactorily completed as of the date of cancellation.

(d) Administrative Debarment shall neither exclude nor preclude any other administrative or legal action taken by the City against the Contractor.

(e) Violation of an Order of Suspension or Debarment, such as by submission of a proposal, bid or sub-bid or grant request, during the Suspension or Debarment period, may be considered a false claim as provided in this Administrative Code and the California Government Code.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated and amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

### **CODIFICATION NOTE**

1. So in Ord. [239-20](#).

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## **SEC. 28.12. PUBLICATION AND REPORTS OF DEBARMENT OR SUSPENSION.**

Any Order of Debarment or Suspension issued under this Chapter 28 shall be a public record. The Controller shall maintain and

publish on the City's Internet website a current list of Contractors subject to Orders of Debarment or Suspension and the expiration dates for the respective debarment terms. The Controller shall submit a semi-annual report to the Clerk of the Board of Supervisors that includes (a) the Contractors then subject to an Order of Debarment or Suspension and the expiration dates for the respective debarment terms; (b) the status of any pending debarment or suspension matters; and (c) any Order of Debarment or Suspension received by the Controller since the date of the last report.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated and amended by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

■ (Former Sec. 28.12 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.11 by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

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### **SEC. 28.13. [REDESIGNATED.]**

(Former Sec. 28.13 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.12 by Ord. [239-20](#), File No. 200896, App. 11/25/2020, Eff. 12/26/2020)