CITY ATTORNEY DAVID CHIU
CITY AND COUNTY OF SAN FRANCISCO

In the matter of: JAMES SPINGOLA, an individual; SHERYL EVANS DAVIS, an individual; and COLLECTIVE IMPACT, a California nonprofit corporation.

ORDER OF SUSPENSION BY THE CITY ATTORNEY UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28

David Chiu, City Attorney for the City and County of San Francisco, as charging official ("Charging Official") under San Francisco Administrative Code ("Admin. Code") Chapter 28 issues this **Order of Suspension** to James Spingola, Sheryl Evans Davis, and Collective Impact (collectively, the "Suspended Entities").[1]

On April 1, 2026, the San Francisco District Attorney's Office filed a Felony Complaint and Affidavit in Support of Probable Cause (the "Criminal Complaint") against Spingola and Davis. The Criminal Complaint is attached as Exhibit 1. The Criminal Complaint charged Spingola with four felony counts of violating California Government Code § 1090(b) (aiding and abetting a financial conflict of interest in a government contract). It charged Davis with thirteen counts of violating California Government Code § 1090(a) (financial conflict of interest in a government contract); one count of violating California Penal Code § 424(a)(1) (misappropriation of public money); three counts of violating California Penal Code § 118(a) (perjury by certification); one count of violating San Francisco Campaign and Governmental Conduct Code § 3.216(b) (accepting a gift from a restricted source); and one count of violating San Francisco Campaign and Governmental Conduct Code § 3.206(a) (financial conflict of interest in a government decision). Exhibit 1. Collective Impact is implicated in counts one through eleven of the Criminal Complaint, which alleges that Davis had a financial conflict of interest in City grants to Collective Impact.

The allegations in the Criminal Complaint are relevant to the Suspended Entities' ability and capacity to honestly and effectively perform under and comply with the terms and conditions of a City contract or grant. For this reason, the Criminal Complaint provides grounds for immediate suspension of the criminal defendants, Spingola and Davis, under Section 28.3(b) of the Administrative Code. Because Spingola was Collective Impact's Executive Director at the time of his alleged crimes and the alleged crimes relate to his employment, the criminal charges

[1] This is the City's first Order of Suspension of Spingola and Davis. The City Attorney previously suspended Collective Impact on March 20, 2025, and sought to debar it in a separate administrative proceeding based on a narrower set of factual allegations. The hearing officer found that debarment was not warranted based, in part, on insufficient evidence of Collective Impact's intent to engage in willful misconduct as defined by Chapter 28. The City Attorney has appealed that ruling to the San Francisco Superior Court.

against him provide a basis to suspend Collective Impact as an affiliate of Spingola under Sections 28.1 and 28.11 of the Administrative Code. The Criminal Complaint also alleges that Davis exercised significant control over Collective Impact such that the Criminal Complaint also provides a basis to suspend Collective Impact as an affiliate of Davis under the same sections.

Accordingly, effective immediately and continuing until the City lifts, amends, supersedes, or terminates this Order of Suspension, the Suspended Entities are prohibited from seeking to contract with the City at any level (i.e., as a lessee, permittee, general contractor, supplier, or subcontractor), and they are likewise prohibited from applying for or receiving City grants, all as further provided below in Part IV of this Order of Suspension.

I. FACTUAL BACKGROUND

A. The Suspended Entities

James Spingola is an individual who, at all times relevant to this Order of Suspension, was the Executive Director of Collective Impact and a signatory on Collective Impact's bank account. Spingola was residing and sharing living expenses with Davis. From 2021 until 2023, Spingola's annual salary from Collective Impact had been greater than $120,000. His annual salary in 2024 was $195,000.

Sheryl Evans Davis is an individual who, at all times relevant to this Order of Suspension, was the Executive Director of the San Francisco Human Rights Commission ("HRC"). At all times relevant to this Order of Suspension, Davis was a signatory on Collective Impact's bank account, and she was residing and sharing living expenses with Spingola. Prior to her appointment as Executive Director of HRC in 2016, Davis ran Collective Impact as its Executive Director. According to the Criminal Complaint, Davis continued to exercise control over Collective Impact's business decisions and finances while she was employed by the City and approving grants to Collective Impact.

Collective Impact is a California nonprofit corporation, state entity number 2979984. It was first registered with the California Secretary of State under a different name in April 2007. The Articles of Organization are attached as Exhibit 2. Its name was changed to Collective Impact in February 2008. The Amended and Restated Articles of Organization showing the name change are attached as Exhibit 3. According to Collective Impact's Statement of Information, filed March 6, 2025, Collective Impact's principal place of business is 1050 McAllister Street in San Francisco. Collective Impact's most recent Statement of Information listing this address is attached as Exhibit 4. The Ella Hill Hutch Community Center is located at this address, and it is a City-owned property. Collective Impact rented the building from the City for $1 per year from 2011 to April 2026.

Davis was Collective Impact's Executive Director from 2011 until 2016. She remained a signatory on Collective Impact's bank accounts from 2016 through at least 2025. Spingola became Interim Director of Collective Impact in 2019 and served as Executive Director through October 2025. As of the date of this Order of Suspension, the California Secretary of State's website continues to list James Spingola as Collective Impact's agent for service of process. Since 2019, Collective Impact has received numerous City grants from multiple City departments totaling nearly $30 million. A compendium of grant agreements signed by Spingola on behalf of Collective Impact is attached as Exhibit 5.

B. The Criminal Complaint

The Criminal Complaint in the matter of *People of the State of California v. Sheryl Evans Davis and James Andrew Spingola*, San Francisco Superior Court, Case No. CRI-26007118, was filed on April 1, 2026. Exhibit 1. Spingola is charged with four felony counts of aiding and abetting Davis' conflicts of interest in four grants from HRC to Collective Impact totaling $1,650,000. Exhibit 1 at Counts 2, 4, 6, and 8. Davis is charged with seventeen felony and two misdemeanor counts for her part in a criminal scheme involving conflicts of interest in more than $8,500,000 in government contracts, misappropriation of public funds, perjury by certification, accepting a gift from a restricted source, and financial conflict of interest in a government decision. Exhibit 1 at Counts 1, 3, 5, 7, 9-23.

Counts one through eleven in the Criminal Complaint relate to Davis' conflicts of interest in City grants to Collective Impact. Counts 12 through 17 relate to Davis' conflicts of interest in City contracts to Homeless Children's Network, BlackFemaleProject, and PJS Consultants. Count 18 alleges that Davis misappropriated hundreds of thousands of dollars in public money by improperly authorizing City payments for purposes other than City business or the public benefit. Counts 19 through 21 charge Davis with committing perjury on Statements of Economic Interest (Form 700s) she was required to file as a City employee. Count 22 alleges that Davis accepted gifts from a restricted source in violation of local law, and Count 23 alleges that Davis had a conflict of interest under state law in the sale of 1,500 copies of her children's book *Free to Sing* to the San Francisco Public Library.

The criminal charges against Spingola involve four grant agreements between the City and Collective Impact in which Davis signed the agreements on behalf of the City and Spingola signed the grant agreements on behalf of Collective Impact.[2] The Criminal Complaint alleges that Davis had a financial interest in these grants and that Spingola was aware of Davis's financial interest because they shared bank accounts and expenses. It specifically alleges that Spingola paid at least half of the rent for the home he shared with Davis while Collective Impact was paying his salary. The Criminal Complaint also alleges that Davis exerted "an extensive amount of control over Collective Impact's business decisions and finances" while she was employed by the City as the Director of HRC, including signing checks on behalf of Collective Impact. In addition to remaining a signatory on Collective Impact's bank account for all eight years that she was employed by the City, Davis raised money for Collective Impact and continued to authorize its expenditures.

II. LEGAL BASES FOR SUSPENSION

Chapter 28 sets forth the grounds and procedures for administrative suspension. A copy of Chapter 28 is attached to this filing as <u>Exhibit 6</u>. In enacting Chapter 28, the Board of Supervisors found that "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." Admin. Code § 28.0(a). The Board of Supervisors further found that "the public contracting process is for the benefit of the public, not Contractors, and it serves the public interest to

[2] The prior administrative charges against Collective Impact filed in May of 2025 alleged conflicts of interest in only two of these four grant agreements.

empower the City to Debar or Suspend a Contractor that has engaged in conduct that undermines the integrity of the public contracting process." Admin. Code § 28.0(a).

Suspension is defined as the "[i]neligibility 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." Admin. Code § 28.1.

A. Grounds for Suspension

Section 28.3(b) specifically provides that suspension is warranted when a contractor has been:

> arrested or indicted, or become the subject of a criminal . . . complaint issued by a government entity, where the . . . criminal . . . complaint alleges that the Contractor has violated a . . . criminal law or regulation against any government entity <u>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</u> including, but not limited to, the grounds for Debarment set forth in Section 28.3(a).

Admin. Code § 28.3(b) (emphasis added).

Section 28.3(a) includes a non-exhaustive list of examples of willful misconduct by a contractor that will support debarment from City contracting. This non-exhaustive list includes:

- Failure to comply with the terms of a contract,
- Failure to comply with the provisions of the Municipal Code,
- Collusion in obtaining award of any City contract or grant,
- Collusion in obtaining payment or approval under a City contract or grant, and
- The offer or provision of any legally prohibited gift to a public official.

Admin. Code § 28.3(a).

B. Contractor Defined

Contractor is defined as:

> 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."

Admin. Code § 28.1.

C. Affiliate Defined

An affiliate is defined as:

> 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."

Admin. Code § 28.1.

III. ARGUMENT IN SUPPORT OF SUSPENSION

A. The Suspended Parties Are Contractors Doing Business with the City

Collective Impact is a Contractor, as defined by Chapter 28, because it submitted proposals and contracted directly and indirectly with the City at all times relevant to this Suspension Order. Spingola is a Contractor as defined by Chapter 28 because, between 2019 and October 2025, when the grants at issue in the Criminal Complaint were signed and administered, Spingola was Collective Impact's responsible managing corporate officer. *See* Admin. Code §28.1 (defining Contractor to include any responsible managing employee). Over that time, Spingola entered into at least 35 agreements with the City securing nearly $30 million in funding to Collective Impact. Exhibit 5 (Compendium of grant agreements signed by Spingola on behalf of Collective Impact).

Davis is also a Contractor, as defined by Chapter 28, because, prior to her role with HRC, she was a responsible managing corporate officer for Collective Impact, and she continued to have personal involvement in obtaining City grants for Collective Impact and in supervising and performing the work prescribed by the City's grants to Collective Impact. See Admin. Code § 28.1 (defining Contractor to include any officer of a Contractor who has personal involvement in seeking or obtaining a City contract or performing work prescribed by a City contract). Davis is separately a Contractor, because she received money both directly and indirectly from the City for the sale of goods, namely profits from the sale of her book to the San Francisco Public Library. *See* Admin. Code § 28.1 (defining Contractor to include any individual person who contracts directly or indirectly with the City for the purpose of providing goods).

B. Collective Impact and Davis Are Affiliates of Spingola

The Criminal Complaint alleges that both Spingola and Davis had the power to control Collective Impact's business decisions and finances, and both defendants have now been charged with criminal conduct related to their control over Collective Impact. Because both criminal defendants exercised control over Collective Impact, Collective Impact is an affiliate of both Spingola and Davis. To the extent that Davis was not a Contractor during any of the period relevant to this Order of Suspension, she remains an affiliate of Spingola, because she continued to wield significant influence over his management of Collective Impact's business decisions.

C. The Criminal Complaint Supports Suspension

The criminal charges against Davis and Spingola are grounds for their suspension. Because each defendant exercised significant control over Collective Impact's operations and finances, the Criminal Complaint also provides a basis to suspend Collective Impact as an affiliate of Spingola and Davis. Each allegation in the Criminal Complaint supports suspension under Chapter 28, because each count alleges criminal conduct that is relevant to the Suspended Entities' capacity to perform honestly and comply with the terms and conditions of a City contract or grant.

The criminal charges include serious ethics violations, perjury, and misappropriation of public funds. In addition to being the type of conduct that supports suspension under Section 28.3(b), the criminal allegations include examples of willful misconduct that support debarment under Section 28.3(a), including (1) failure to comply with the terms of a contract,[3] (2) failure to

[3] Each of the City grants to Collective Impact contains a provision requiring Collective Impact to certify that it does not know of any facts that constitute a conflict of interest under State or local law. Yet Collective Impact never disclosed Davis' financial interest in Collective Impact even though its Executive Director (Spingola) knew of her interest in their shared personal bank accounts and living expenses.

comply with the Municipal Code, (3) collusion in obtaining a City contract or grant or payment or approval thereunder, and (4) 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.

IV. ORDER OF SUSPENSION

For all these reasons, David Chiu, City Attorney, as Charging Official, hereby issues this Order of Suspension for the Suspended Entities. This Order of Suspension is self-executing; it is in effect from today's date until the Charging Official lifts the Order of Suspension under Section 28.6(b) of the San Francisco Administrative Code or a hearing officer terminates the Order of Suspension under Section 28.10(e) of the San Francisco Administrative Code.

Further, to the extent that section 28.7 of the San Francisco Administrative Code provides that a failure to request a hearing constitutes an admission of the facts in counts and allegations, that standard *does not apply* to this Order of Suspension. The failure to seek a hearing of this Order of Suspension does not constitute an admission of the facts in an Order of Suspension. Instead, at any time during the term of suspension, the Suspended Entities may together or separately submit a written request of the Charging Official to lift the Order of Suspension. Admin. Code § 28.6(b).

Finally, at any time during the pendency of this Order of Suspension, the Charging Official may move to debar the Suspended Entities, and if they are so debarred, the period of Suspension shall count towards the period of Debarment. Admin Code § 28.11(b).

Under this Order of Suspension, the Suspended Entities are prohibited from participating in any contract or grant at any tier, directly or indirectly, with or for the City, and they shall be deemed irresponsible and disqualified for the purposes of all City contracts and grants. Admin. Code §§ 28.1, 28.11(c).

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Violation of this Order of Suspension, such as by submission of a proposal, bid or sub-bid or grant request, during the period it remains in effect, may be considered a false claim as provided in this Administrative Code and the California Government Code. Admin. Code § 28.11(e).

Dated: August 5, 2026

David Chiu

David Chiu
City Attorney
City and County of San Francisco

EXHIBIT 1

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District Attorney
MATTHEW L. McCARTHY, SB# 217871
Assistant Chief District Attorney
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San Francisco County Superior Court
APR 01 2026
CLERK OF THE COURT
BY: Deputy Clerk

CRI-26500192

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, v. SHERYL EVANS DAVIS, JAMES SPINGOLA, Defendants.	FELONY COMPLAINT ARREST WARRANT COURT NUMBER: CRI-26007115 VIOLATIONS: 1090(a) Gov't Code/Felony (13 Counts) 1090(b) Gov't Code/Felony (4 Counts) 424(a)(1) Penal Code/Felony (1 Count) 118(a) Penal Code/Felony (3 Counts) 3.216(b) San Fran. Campaign & Gov't Conduct Code/Misd. (1 Count) 3.206(a) San Fran. Campaign & Gov't Conduct Code/Misd. (1 Count) SPECIAL ALLEGATIONS: 801.5 and 803(c) Penal Code

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SAN FRANCISCO DISTRICT ATTORNEY INSPECTOR HUNG LEDANG #35, being sworn says, on information and belief, that:

FINANCIAL CONFLICTS OF INTEREST IN GOVERNMENT CONTRACTS

COUNT 1

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2021, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-001" ($575,000 mini-grant contract with Collective Impact).

COUNT 2

The said defendant, JAMES SPINGOLA, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2021, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant SHERYL EVANS DAVIS, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-001" ($575,000 mini-grant contract with Collective Impact).

COUNT 3

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 24th day of June 2022, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-001" (amendment raising total to $1,275,000 on mini-grant contract with Collective Impact).

COUNT 4

The said defendant, JAMES SPINGOLA, did in the City and County of San Francisco, State of California, on or about the 24th day of June 2022, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant SHERYL EVANS DAVIS, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-001" (amendment raising total to $1,2750,000 on mini-grant contract with Collective Impact).

COUNT 5

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 15th day of December 2021, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-NS-003-CI" ($150,000 "Narrative Shift" fiscal sponsor contract with Collective Impact on behalf of Both Sides of the Conversation).

COUNT 6

The said defendant, JAMES SPINGOLA, did in the City and County of San Francisco, State of California, on or about the 15th day of December 2021, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant SHERYL EVANS DAVIS, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-NS-003-CI" ($150,000 "Narrative Shift" fiscal sponsor contract with Collective Impact on behalf of Both Sides of the Conversation).

COUNT 7

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 1st day of April 2022, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-TA-004" ($225,000 "Technical Assistance" contract with Collective Impact).

COUNT 8

The said defendant, JAMES SPINGOLA, did in the City and County of San Francisco, State of California, on or about the 1st day of April 2022, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant SHERYL EVANS DAVIS, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-TA-004" ($225,000 "Technical Assistance" contract with Collective Impact).

COUNT 9

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 7th day of May 2021, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "DCYF Brighter Futures" ($1,350,000 add-on award to Collective Impact's existing contracts).

COUNT 10

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2021, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "ECN DKI Educational Pathways" (OEWD $1,170,000 contract with Collective Impact).

COUNT 11

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2021, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "ECN DKI Community Research Institute" (OEWD $2,000,000 contract with Collective Impact).

COUNT 12

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 1st day of January 2022, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-BF-014" ($250,000 "Narrative Shift" contract with Homeless Children's Network).

COUNT 13

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 23rd day of June 2022, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "DKI-CI-002" (amendment raising an HRC-DKI contract with Homeless Children's Network for mini-grants to $700,000).

COUNT 14

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 29th day of December 2022, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-BF-014" (amendment raising total on "Narrative Shift" contract with Homeless Children's Network to $625,000).

COUNT 15

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 15th day of November 2023, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "DKI-CI-002" (amendment raising total on HRC-DKI contract with Homeless Children's Network for mini-grants to $2,025,000).

COUNT 16

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 1st day October 2021, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: "HRC-DKI-TA-006" ($350,000 "Technical Assistance" contract with BlackFemaleProject as fiscal sponsor for PJS Consultants).

COUNT 17

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 8th day December 2021, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: $99,000 professional services contract with PJS Consultants.

MISAPPROPRIATION OF PUBLIC MONEY

COUNT 18

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about and between the 9th day of June, 2021 through the 6th day of August 2024, both dates inclusive, commit the crime of MISAPPROPRIATION OF PUBLIC MONEY, to wit: Violating Section 424(a)(1) of the Penal Code, a Felony, in that the said defendant, being a person described in Penal Code section 424 charged with the receipt, safekeeping, transfer, and disbursement of public moneys, did in a manner not incidental and minimal, without authority of law, appropriate the same, and any portion thereof, to her own use, and to the use of another, to wit: HRC "Prop Q" funds spent for purposes other than department business or public benefit.

PERJURY

COUNT 19

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 23rd day of April 2023, commit the crime of PERJURY BY CERTIFICATION, to wit: Violating Section 118(a) of the Penal Code, a Felony, in that the said defendant being a person who testified, declared, deposed, and certified under penalty of perjury in a case which such testimony, declaration, deposition and certification is permitted by law under penalty of perjury, to wit: Statement of Economic Interest ("Form 700") for calendar year 2023.

COUNT 20

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 3rd day of April 2024, commit the crime of PERJURY BY CERTIFICATION, to wit: Violating Section 118(a) of the Penal Code, a Felony, in that the said defendant being a person who testified, declared, deposed, and certified under penalty of perjury in a case which such testimony, declaration, deposition and certification is permitted by law under penalty of perjury, to wit: Statement of Economic Interest ("Form 700") for calendar year 2023.

COUNT 21

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 16th day of October 2024, commit the crime of PERJURY BY CERTIFICATION, to wit: Violating Section 118(a) of the Penal Code, a Felony, in that the said defendant being a person who testified, declared, deposed, and certified under penalty of perjury in a case which such testimony, declaration, deposition and certification is permitted by law under penalty of perjury, to wit: Statement of Economic Interest ("Form 700") for "leaving office"/to-date calendar year 2024.

GIFTS FROM A RESTRICTED SOURCE

COUNT 22

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about and between the 6th day of December, 2022 through the 15th day of March 2024, both dates inclusive, commit the crime of ACCEPTING GIFTS FROM A RESTRICTED SOURCE, to wit: Violating Section 3.216(b) of the San Francisco Campaign and Governmental Conduct Code, a Misdemeanor, in that the said defendant, an officer or employee of the City and County of San Francisco, did solicit and accept any gift or loan from a person who she knew or had reason to know was a restricted source.

FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT DECISION

COUNT 23

The said defendant, SHERYL EVANS DAVIS, did in the City and County of San Francisco, State of California, on or about the 14th day of January 2023, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT DECISION, to wit: Violating Section 3.206(a) of the San Francisco Campaign and Governmental Conduct Code, a misdemeanor, in that the said defendant did make, participate in making, and seek to influence a decision of the City and County of San Francisco, in which the defendant had a financial interest, within the meaning of California Government Code section 87100 et seq., to wit: San Francisco Public Library's order of *Free to Sing* by Sheryl Evans Davis.

SPECIAL ALLEGATION PURSUANT TO PENAL CODE SECTIONS 801.5 AND 803(c), AS TO COUNTS 1, 2, 5, 6, 9, 10, 11, 16 & 17:

It is further alleged that the commission of these offenses was not discovered by law enforcement or the City and County of San Francisco until on or about July of 2024, a time within the statute of limitations within the meaning of Penal Code sections 801.5 and 803(c). The offenses were discovered under the following circumstances:

- In 2021 and 2022 when DAVIS directed millions of dollars of Dream Keeper money to Collective Impact, she never disclosed to the City her personal financial interests in Collective Impact and/or her shared finances with SPINGOLA.
    - She did not disclose her personal financial relationship with SPINGOLA.
    - She did not disclose she was a signatory on the Collective Impact bank account and that she continued to exercise control over its funds.
- In July of 2024, the Office of the Controller's Whistleblower Program received an anonymous complaint alleging financial improprieties by DAVIS in her role at the Human Rights Commission; the complaint also alleged DAVIS travelled with SPINGOLA using City funds.
- In September of 2024, news outlets began reporting that DAVIS and SPINGOLA lived together.
- DAVIS's financial conflict of interest with Homeless Children's Network was unknown until October 6, 2025 when the San Francisco District Attorney's Office received records pursuant to a search warrant from San Francisco Federal Credit Union. These records showed she jointly held an account with her son that contained deposits from Homeless Children's Network during the same time period in which she signed HRC contracts granting money to HCN.

AFFIDAVIT OR DECLARATION ATTACHED HERETO AND INCORPORATED HEREIN SETS FORTH THE UNDERLYING FACTS ESTABLISHING PROBABLE CAUSE FOR THE ARREST OF THE DEFENDANTS NAMED IN THIS COMPLAINT.

I state, declare, verify, and certify under the penalty of perjury that the foregoing is true and correct. Executed in San Francisco, California, on 3/25/2026

Hung LeDang, Star #35
District Attorney Inspector

Pursuant to Penal Code sections 1054 through 1054.7, the People request that, within fifteen (15) days, the defendant and/or his attorney disclose: (A) The names and addresses of persons, other than the defendant, he/she intends to call as witnesses at trial, together with any relevant written or recorded statements of those persons, or reports of the statements of those persons, including any reports or statements of experts made in connection with the case, and including the results of physical or mental examinations, scientific tests, experiments, or comparisons which the defendant intends to offer in evidence at the trial; (B) Any real evidence which the defendant intends to offer in evidence at the trial. This request is a continuing request, to cover not only all such material currently in existence, but all material which comes into existence to the conclusion of this case.

MARSY'S LAW

Information contained in the reports being distributed as discovery in this case may contain confidential information protected by Marsy's Law and the amendments to the California Constitution Section 28. Any victim(s) in any above referenced charge(s) is entitled to be free from intimidation, harassment, and abuse. It is unlawful for defendant(s), defense counsel, and any other person acting on behalf of the defendant(s) to use any information contained in the reports to locate or harass any victim(s) or the victim(s)'s family or to disclose any information that is otherwise privileged and confidential by law. Additionally, it is a misdemeanor violation of California Penal Code § 1054.2(a)(3) to disclose the address and telephone number of a victim or witness to a defendant, defendant's family member or anyone else. Note exceptions in California Penal Code § 1054.2(a)(2).

YOUR AFFIANT SAYS THAT THE FACTS IN SUPPORT OF THE ISSUANCE OF THE ARREST WARRANT ARE AS FOLLOWS:

I, Hung LeDang, your Affiant, being first duly sworn, hereby declare, upon information and belief:

STATEMENT OF EXPERIENCE

I am an Investigator with the San Francisco District Attorney's Office ("SFDA"). I have been employed by the SFDA since March 18th, 2024. From July 1999 to December 2023, I was employed with the Mountain View Police Department where I was a Police Detective in the Crimes Against Person Unit and a Task Force Agent on the Rapid Enforcement Allied Computer Team (REACT). I bring close to 25 years of experience in law enforcement, including eight years in specialized investigation.

I have attended a basic police academy at the South Bay Regional Training Center, where I received specialized training in the investigation of a multitude of crimes which included but not limited to homicide, robbery, sex related crimes, elder abuse, child abuse, property crimes and financial crimes. I have attended numerous external and internal training seminars provided by MVPD, the Santa Clara County District Attorney's Office, and I have received California POST certified training on Basic Investigations. I have also attended both formal and informal training in a variety of classes including but not limited to; interview and interrogation, homicide investigation, and death investigations. I have attended the 40-hours Institute of Criminal Investigation (ICI) Core course, a two-week ICI Sexual Assault Investigation course, a two-week ICI Homicide Investigation course, a one-week ICI Domestic Violence Investigation course and a three-day Detective Symposium. I have attended a one-week ICI Technology in Investigations course. As an Agent with the REACT Task Force, I have investigated and/or assisted in investigation of ID thefts, check and credit card frauds, stolen computers, stolen laptop computers, stolen computer hardware, theft and embezzlement using computers, laptop computers and computer software. Based on my training and experience, I know that suspects involved in ID theft, fraud and burglary generally use fake and/or real bank accounts to facilitate their criminal activities.

I am currently assigned to SFDA Public Integrity Task Force which investigates public corruption in San Francisco. The SFDA is currently investigating the previous Executive Director of The San Francisco Human Rights Commission (HRC), **Sheryl Davis (DAVIS)**, for conflicts of interest in City contracts, DAVIS's misappropriation of City funds, and other ethics-related crimes she committed while in office. The 18-month investigation also supports charges against **James SPINGOLA** for aiding and abetting DAVIS's conflict of interest in four of the government contracts.

INTRODUCTION

This arrest warrant affidavit supports charges against Sheryl DAVIS for five different violations of the law: (1) having a conflict of interest in 13 government contracts; (2) misappropriating public money; (3) committing perjury when she failed to disclose gifts on three of her yearly Statement of Economic Interest forms ("Form 700"); (4) accepting gifts from a restricted source; and (5) participating in the making of a government decision in which she had a financial interest.

This affidavit also supports charges against James SPINGOLA for aiding and abetting DAVIS's conflict of interest in four of the government contracts.

The San Francisco District Attorney's Office conducted an 18-month investigation that involved the issuance of more than 50 search warrants to gather evidence in support of these charges.

The evidence shows a pervasive pattern of self-dealing by DAVIS, a City department head. First, she doled out millions of dollars of City money to Collective Impact, an organization she used to lead, but never really let go of. For eight years, while a City employee, she remained a signatory on the organization's bank account, raised money for it, and authorized its expenditures.

DAVIS also lived, traveled, and shared bank accounts and a car with SPINGOLA, the Executive Director of Collective Impact.

Second, DAVIS signed contracts granting millions of dollars of City money to an organization called Homeless Children's Network. Meanwhile, Homeless Children's Network paid DAVIS's son nearly $140,000 that was deposited into a bank account DAVIS jointly owned and controlled.

Third, DAVIS signed contracts giving hundreds of thousands of dollars of City money to a public relations and branding firm that used some of those City funds to do PR work for DAVIS personally and for Collective Impact.

Finally, DAVIS improperly spent her department's discretionary funds, failed to disclose gifts on forms she signed under penalty of perjury, accepted prohibited gifts from Collective Impact, and facilitated the sale of many copies of a book she wrote to the San Francisco Public Library, from which she made a profit.

Sheryl DAVIS was appointed as the Executive Director of the San Francisco Human Rights Commission ("HRC") in 2016. In February of 2021, the City and County of San Francisco publicly launched the Dream Keeper Initiative ("DKI") to invest tens of millions of dollars annually into the City's Black communities. The bulk of those funds were distributed via grants approved by HRC.

As Executive Director of HRC, DAVIS was responsible for distributing DKI money through her own department. She also allocated DKI funds that were distributed through other City departments.

Collective Impact is a nonprofit entity based in the Western Addition neighborhood of San Francisco providing services to youth and their families. Prior to her appointment to the Human Rights Commission, DAVIS was the Executive Director of Collective Impact. The Executive Director of Collective Impact from 2019 until October of 2025 was James SPINGOLA. Collective Impact received nearly $8.5 million in DKI grants from the City from 2021 through 2024.

DAVIS personally signed DKI contracts on behalf of the City awarding Collective Impact nearly $1.5 million in 2021 and 2022. She also directed several million more to Collective Impact through DKI grants distributed through other City departments in 2021. However, just before and during the time she participated in the making of these DKI contracts, DAVIS had two separate financial interests in Collective Impact.

First, DAVIS and SPINGOLA have a close personal relationship with shared finances: they have lived together since 2015; they have multiple joint bank accounts at two banks; their joint accounts pay their personal credit card bills; SPINGOLA has bank accounts payable to DAVIS upon his death; they are both registered owners of the same vehicle; and they travel together and pay for each other's flights and hotel stays. SPINGOLA wrote their monthly rent check from the Bank of America account where his Collective Impact paycheck was deposited. Money derived from Collective Impact directly supported DAVIS's daily living expenses. On at least one occasion, she claimed him as her spouse.

Second, even after DAVIS left Collective Impact and decided to become a public employee as Executive Director of HRC, she nevertheless continued to exercise an extensive amount of control over Collective Impact's business decisions and finances. In the years leading up to the first DKI awards, she remained a signatory on the Collective Impact bank account, she signed Collective Impact's checks, she used personal funds to make thousands of dollars of purchases for Collective Impact events and ventures and then sought reimbursement from Collective Impact's finance team, she authorized payment of HRC expenses with Collective Impact funds, and she personally held the loan on a van registered to Collective Impact, receiving monthly loan repayments from them.

In short, DAVIS, as a City department head responsible for fairly distributing huge sums of public money, improperly gave millions of dollars to an organization she effectively controlled and directly profited from.

SPINGOLA aided and abetted DAVIS's financial conflict of interest in the HRC DKI contracts that she signed on behalf of the City and he signed on behalf of Collective Impact; he was well aware of her financial interest because of their shared accounts and expenses. Also, as the Executive Director of Collective Impact, he was aware of the financial control DAVIS still exerted over the organization, as he often took direction from DAVIS on how to spend Collective Impact's funds.

DAVIS also had a financial conflict of interest in DKI contracts she signed with another nonprofit entity – Homeless Children's Network ("HCN"). In 2022 and 2023, DAVIS personally signed four contracts granting HCN more than $3.5 million. Between October of 2021 and July of 2024, HCN paid DAVIS's son nearly $140,000, all of which was deposited into an account DAVIS held jointly with him.

DAVIS, who was charged with safekeeping and disbursing public money, misappropriated City funds for her own personal use or the use of someone else. For example, she paid thousands of dollars for galas and sponsorships of events unrelated to HRC and paid someone's rent with HRC money. DAVIS also frequently engaged the services of a communications and branding firm called PJS Consultants. She paid for these services with discretionary department spending funds ("Prop Q payments") as well as department contracts. Records show that DAVIS used more than $15,000 of City funds to pay PJS Consultants to do work on her personal projects, such as her personal website and her personal "brand management." DAVIS also signed two contracts with the owner of PJS Consultants during the time that the company was engaged in personal work for her – two more contracts in which she had a conflict of interest.

In order to prevent such conflicts, certain City employees and officers are required to publicly disclose their outside income, investments, certain real estate holdings, business positions, other assets, gifts they receive, and when someone pays for or reimburses them for their travel. These disclosures are made in a yearly Statements of Economic Interest (a "Form 700"). Form 700s are filed under penalty of perjury. As both a department head and a person with Prop Q spending authority, DAVIS was required to file a Form 700.

In three of her filed Form 700s, DAVIS disclosed some of her outside income and gifts of travel. However, she failed to report tens of thousands of dollars in gifts from Collective Impact related to the publication and promotion of a children's book she wrote, the production of a podcast she created, and her extensive travel.

Collective Impact was a restricted gift source for DAVIS because it did business with HRC. She was prohibited from receiving these gifts in the first place.

Finally, the San Francisco Public Library purchased 1,500 copies of the children's book that DAVIS wrote. She made more than $5,000 in profit from that sale. However, she also facilitated the purchase.

Your affiant has reviewed records obtained through more than 50 search warrants that this Court has approved during this investigation. These records include City documents, bank records, emails, and business records. Your affiant also conducted interviews of City employees.

The evidence collected in this investigation provides probable cause to believe that DAVIS has committed 13 counts of having a financial conflict of interest in a government contract, in violation of California Government Code §1090(a), one count of misappropriating public funds, in violation of California Penal Code §424(a), three counts of perjury, in violation of Penal Code §118, one count of receiving gifts from a restricted source, in violation of San Francisco Campaign and Governmental Conduct Code §3.216(b), and one count of having a financial conflict of interest in a government decision, in violation of San Francisco Campaign and Governmental Conduct Code §3.206.

The evidence provides probable cause to believe that SPINGOLA has committed four counts of aiding and abetting a financial conflict of interest in a government contract, in violation of Government Code §1090(b).

Your affiant requests that warrants so issue.

RELEVANT LAW

California Government Code §1090 (financial conflict of interest in government contracts)

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

California Penal Code §424 (misappropriation of public moneys)

(a) Each officer of this state, or of any county, city, town, or district of this state, and every other person charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who either:

1. Without authority of law, appropriates the same, or any portion thereof, to his or her own use, or to the use of another; or,

2. Loans the same or any portion thereof; makes any profit out of, or uses the same for any purpose not authorized by law; or,

3. Knowingly keeps any false account, or makes any false entry or erasure in any account of or relating to the same; or,

4. Fraudulently alters, falsifies, conceals, destroys, or obliterates any account; or,

5. Willfully refuses or omits to pay over, on demand, any public moneys in his or her hands, upon the presentation of a draft, order, or warrant drawn upon these moneys by competent authority; or,

6. Willfully omits to transfer the same, when transfer is required by law; or,

7. Willfully omits or refuses to pay over to any officer or person authorized by law to receive the same, any money received by him or her under any duty imposed by law so to pay over the same;—

Is punishable by imprisonment in the state prison for two, three, or four years, and is disqualified from holding any office in this state.

(b) As used in this section, "public moneys" includes the proceeds derived from the sale of bonds or other evidence or indebtedness authorized by the legislative body of any city, county, district, or public agency.

California Penal Code §118 (perjury)

(a) Every person who, having taken an oath that he or she will testify, declare, depose, or certify truly before any competent tribunal, officer, or person, in any of the cases in which the oath may by law of the State of California be administered, willfully and contrary to the oath, states as true any material matter which he or she knows to be false, and every person who testifies, declares, deposes, or certifies under penalty of perjury in any of the cases in which the testimony, declarations, depositions, or certification is permitted by law of the State of California under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury.

This subdivision is applicable whether the statement, or the testimony, declaration, deposition, or certification is made or subscribed within or without the State of California.

(b) No person shall be convicted of perjury where proof of falsity rests solely upon contradiction by testimony of a single person other than the defendant. Proof of falsity may be established by direct or indirect evidence.

San Francisco Campaign and Governmental Conduct Code §3.216 (gifts) (pre-2024 amendment)

...

(b) General gift restrictions. In addition to the gift limits and reporting requirements imposed by the Political Reform Act and this Code and any subsequent amendments thereto, 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 restricted source, except loans received from commercial lending institutions in the ordinary course of business.
    (1) Restricted Source. For purposes of this section, a restricted source means: (A) a person doing business with or seeking to do business with the department of the officer or employee; or (B) a person who during the prior 12 months knowingly attempted to influence the officer or employee in any legislative or administrative action.

San Francisco Campaign and Governmental Conduct Code §3.206 (financial conflicts of interest)

(a) **Incorporation of the California Political Reform Act.** No officer or employee of the City and County shall make, participate in making, or seek to influence a decision of the City and County in which the officer or employee has a financial interest within the meaning of California Government Code Section 87100 et seq. and any subsequent amendments to these Sections.

California Government Code § 87103

A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of the official's immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars ($2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars ($2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

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Quick reference guide – Individuals, organizations, City departments, and programs mentioned throughout this warrant:

Sheryl DAVIS: Executive Director of Collective Impact until summer of 2016; Director of the Human Rights Commission from summer of 2016 through September of 2024.

James SPINGOLA: Executive Director of Collective Impact from September 2019 to October 2025 (interim at first); previously a maintenance worker at Collective Impact and then Director of Facilities (September 2016 to September 2019).

H.D.: DAVIS's son.

Collective Impact: Nonprofit entity serving low-income children and their families in the Fillmore district of San Francisco; receives much of its funding through grants from the City and County of San Francisco.

R.D.: Finance Director of Collective Impact.

Human Rights Commission: Department of the City and County of San Francisco. ("HRC")

Dream Keeper Initiative: Program announced in February of 2021 by the City and County of San Francisco to reinvest baseline funding of $60 million a year for two years into the Black communities of San Francisco. The Program was spearheaded by HRC. ("DKI")

S.L.B.: Director of the Dream Keeper Initiative; employee of HRC.

Homeless Children's Network: Nonprofit entity serving homeless or formerly homeless families with children in San Francisco; receives much of its funding through grants from the City and County of San Francisco. ("HCN")

Executive Director #1: Executive Director of Homeless Children's Network.

HRC employee #1: HRC employee who helped score DKI grant applications for another department in 2021.

HRC employee #2: Employed by Collective Impact from 2013 through 2019; employed by HRC from 2019 through present. Spoke to your affiant.

Department of Children, Youth, and their Families: City department serving children and families that received DKI funding to add to existing City grants to various entities. ("DCYF")

DCYF employee #1: A DCYF employee who talked to DAVIS about how she decided how to divvy up the $3.1 million in DCYF DKI money, giving nearly half to Collective Impact. Spoke to your affiant.

DCYF employee #2: A DCYF employee who raised concerns that DCYF's DKI funds were not being distributed in a transparent or fair way. Spoke to your affiant.

Office of Economic and Workforce Development: City department supporting job training and business development that received DKI funding to give out as grants. ("OEWD")

Senior level OEWD employee #1: High-level OEWD employee who worked closely with DAVIS to make decision on allocation of OEWD's DKI money.

OEWD employee #2: An OEWD employee who helped write the Request for Proposals for OEWD grants and assigned volunteers to panels to score the submissions from groups hoping to get OEWD DKI grants from the six different buckets of money OEWD was giving out. Spoke to your affiant.

OEWD employees #3, #4, and #5: Other employees at OEWD.

MegaBlack: A community-driven collective to support the Black community in San Francisco. Collective Impact acts as its "fiscal sponsor" and the Collective Impact bank account held more than $1 million in donated funds to support MegaBlack endeavors. DAVIS was a leader of the group.

A.P.: A person who did work for HRC, MegaBlack, and Collective Impact. He was paid by both HRC and Collective Impact as well as another nonprofit entity.

PJS Consultants: A communications and branding consulting company that DAVIS employed for City and personal work.

Executive Director #2: Principal and founder of PJS Consultants. She is also the Executive Director of the nonprofit entity BlackFemaleProject.

Opportunities For All: Known as "OFA," this is a youth and young adult work development partnership between departments in the City and County of San Francisco, private employers, and San Francisco nonprofit entities. Funding is through a combination of philanthropic donations (some of which are housed at and administered through Collective Impact) and DCYF and OEWD grants to nonprofit entities (one of which is Collective Impact, the primary one is the Japanese Community Youth Council ("JCYC")). HRC directs the program. Sometimes DAVIS directed SPINGOLA in emails to use private funds earmarked for OFA to pay for certain OFA-related expenses; sometimes DAVIS's reimbursements from Collective Impact are noted as being for OFA.

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<u>SHERYL DAVIS'S FINANCIAL CONFLICT OF INTEREST IN GOVERNMENT CONTRACTS WITH COLLECTIVE IMPACT AND HOMELESS CHILDREN'S NETWORK</u>

Sheryl DAVIS was appointed as the director of the San Francisco Human Rights Commission ("HRC") in 2016. Before that, she was the Executive Director of a local nonprofit entity called Collective Impact. On February 25, 2021, then-Mayor London Breed announced the Dream Keeper Initiative ("DKI") – the City's plan for reinvesting $120 million into the City's Black communities over the next two years. According to a press release issued by the mayor's office, HRC – and specifically DAVIS – led the process and developed a report to guide the reinvestment.

Initially, the bulk of the funding was slated for workforce training and development, community health and wellness, housing security, a guaranteed income program, community outreach and social work, youth development, and arts and culture programs. Multiple City departments[1] received Dream Keeper money to spend on these initiatives in the Black community.

A year-and-a-half-long investigation by the San Francisco District Attorney's Office has revealed substantial evidence that DAVIS had a financial conflict of interest in 12 of the grant contracts created through the Dream Keeper Initiative as well as one HRC personal services contract.

Seven of the contracts in which DAVIS was financially interested benefited Collective Impact. DAVIS either personally signed the contracts on behalf of HRC or she directed funds to Collective Impact through other departments' DKI contracts.

DAVIS had an ongoing personal financial relationship with the then-director of Collective Impact, James SPINGOLA, which gave her a financial interest in any contract she made or helped make on behalf of the City that benefited Collective Impact. Additionally, she continued to exercise substantial financial control over Collective Impact and its bank account even while she was the director of HRC, also creating a financial conflict of interest.

DAVIS was financially interested in contracts that she personally signed on behalf of HRC with Homeless Children's Network (HCN). HCN paid nearly $140,000 during the time of the contracts to DAVIS's son. This money was deposited into an account DAVIS held and controlled jointly with her son.

COLLECTIVE IMPACT

DAVIS awarded millions of dollars of DKI funds to Collective Impact through HRC contracts

On July 1, 2021, DAVIS signed an HRC contract on behalf of the City, which SPINGOLA signed for Collective Impact, awarding Collective Impact $575,000 of Dream Keeper money to disburse mini-grants to community applicants. This contract was later amended on June 24, 2022 to increase the total contract amount to $1,275,000. DAVIS and SPINGOLA both signed the amended contract.

On December 1, 2021, DAVIS signed an HRC contract on behalf of the City with Collective Impact, who was acting as the fiscal sponsor for a nonprofit entity called "Both Sides of the Conversation."[2] SPINGOLA also signed this contract. Over the next few years, this contract was

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[1] The San Francisco District Attorney's Office was one such department; under DAVIS, the DA's office received $100,000 in DKI funds to pay for interns in 2023-2024. Under DAVIS, the DA's Office also received $200,000 in 2022-2023 and $200,000 in 2024-2025 for a program called "Access to Hope," a non-prosecutorial prevention and intervention initiative that is part of the Office's Youth and Young Adult Services Unit. Among other things, Access to Hope pays for San Francisco high school students to visit the American Deep South for a week on a historical Civil Rights learning trip through a program called Sojourn to the Past. For 2025-2026, the DA's Office received $200,000 for Access to Hope from DAVIS's successor at HRC. Money received through DKI represented less than 0.5% of the District Attorney's Office's yearly budget for each of those years and did not fund any essential Office functions.

[2] Both Sides of the Conversation is a nonprofit entity. According to its website, it aims to create a safe space for conscious dialogue about the needs and systemic barriers faced by Black and Brown communities.

increased to nearly one million dollars. As fiscal sponsor, Collective Impact got a 12% fee, more than $100,000.

HRC awarded Collective Impact another contract on April 1, 2022 for "Technical Assistance." DAVIS and SPINGOLA both signed this contract, which was for $250,000.

On October 19, 2022, DAVIS signed a letter written on HRC letterhead that stated:

> This letter is to memorialize a designation of authority to serve as contracting officer on grant agreements between the Human Rights Commission (HRC) and Collective Impact.
>
> Prior to being appointed as Executive Director of the HRC, I served as executive director of Collective Impact. I have conferred with the City Attorney's Office and understand that I have no legal conflict of interest with Collective Impact at this time as it relates to current grant agreements. However, out of an abundance of caution, and to avoid any concerns about favoritism in any grant awarded to Collective Impact, I hereby authorize [S.L.B.], to serve as contracting officer on all grant agreements between the HRC and Collective Impact.
>
> Because [S.L.B.] will serve as contracting officer on these grant agreements, I will not have any role in discussing or participating in decisions about the administration of these grant agreements.
>
> This authorization shall be effective for two years from the date of execution and may be rescinded at any time.

Both DAVIS and Dream Keeper Director S.L.B. signed the document. Although DAVIS claimed to recuse herself from City decisions involving Collective Impact because she was its former director, your affiant has seen no evidence DAVIS ever disclosed her ongoing financial relationship with Collective Impact or her financial and personal relationship with SPINGOLA to the City.[3]

<u>Collective Impact received DKI funds through DCYF grants</u>

Your affiant spoke with two employees at the Department of Children, Youth, and their Families ("DCYF") who were involved in the allocation of DKI funds through DCYF grants in early 2021. They explained that DCYF was given $3.1 million to allocate to current grant recipients

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[3] Section 3.214 of the City's Campaign and Governmental Conduct Code requires City employees to disclose on the public record – by filling out a form – any personal, professional, or business relationships with any individual who is the subject of or has a financial or ownership interest in the subject of a governmental decision made by the employee. The City Attorney's Office filed a Suspension Order and Counts and Allegations Seeking Debarment under San Francisco Administrative Code against Collective Impact for giving prohibited gifts to DAVIS; the Order states that DAVIS never disclosed her relationship with SPINGOLA in accordance with the Campaign and Governmental Conduct Code. On the evidence presented at that hearing, a hearing officer declined to debar Collective Impact. That decision is currently being appealed. The hearing officer did not have access to all of the evidence set forth in this affidavit, some of which was only available pursuant to a search warrant.

who were already doing work aligned with the Dream Keeper mission. According to the DCYF employees, this funding model – adding newly acquired funding onto existing grants – is a common practice. However, in this case they said DCYF did not make its own funding choices but instead DAVIS told them how to allocate that money.

According to DCYF employee #1, DAVIS made the decisions about how to divide the funding without input from DCYF. Email records corroborate this claim. For example, on February 24, 2021, DAVIS emailed DCYF staff and wrote, "I know DCYF is waiting on information about agencies, I'm not sure if MBO" (Mayor's Budget Office) "has moved money yet, but if I send information on where to place funds can you share what would be the timeline?"

On March 2, 2021, the director of DCYF emailed DAVIS and thanked her for having "populated the Dream Keeper spreadsheet." The DCYF director then asked DAVIS for a "short blurb" about how the organizations were selected for funding.

According to both DAVIS's email response and information DCYF employee #1 told your affiant, DAVIS's "short blurb" response was that she had had community meetings about the funding and the community agreed with these allocations. DCYF employee #1 did not have details about the meetings, but said their belief was that the groups that were awarded the funds were themselves participants in the meetings.

DCYF employee #1 stated it was surprising and concerning that one organization, Collective Impact, was awarded the largest amount of the money. DCYF employee #1, who had known DAVIS since her time at Collective Impact when they worked with DAVIS as a grantee of DCYF funds, was aware that DAVIS had a personal relationship with SPINGOLA.

Email records provided by DCYF employee #2 – as well as initial contract work plans – show the initial amount granted to Collective Impact through DCYF contract add-ons was $1.35 million.[4] Department emails provided by DCYF employee #2 show that DCYF staff members were concerned about a public appearance of unfairness because there was not an open proposal process where groups could apply for this funding. Both employees your affiant spoke to also expressed this concern.

Both DCYF employees said (and emails obtained via search warrant seen in SPINGOLA's Collective Impact email show) that for ease of invoicing and billing, rather than being spread across its two existing DCYF grants ("Teen Services" and "Magic Zone's Comprehensive Year-Round Program"), the DKI funds were consolidated into one entry in the billing system. A work plan submitted by Collective Impact and approved by DCYF shows this initial funding amount to be $1.35 million. However, a revised work plan submitted by Collective Impact and approved on December 15, 2021 shows the funding amount had increased to $1.5 million for the year. This DKI project came to be known as "Brighter Futures."[5]

[4] Collective Impact was also a subcontractor on a Dream Keeper DCYF grant with another nonprofit entity for $72,000.

[5] Not to be confused with a Request for Proposals that HRC put out later in 2021 for a grant called "Transforming Lives for Brighter Futures." Collective Impact did not apply.

Collective Impact made Dream Keeper contracts with OEWD

About $6 million of the initial Dream Keeper funds were allocated through the City's Office of Economic and Workforce Development ("OEWD"). Email records show DAVIS was involved in the decision-making process surrounding the allocation of these funds from the beginning in that she: (1) helped determine the categories of funding; (2) influenced the scoring panels; (3) reviewed panel scores and provided recommendations; and (4) was part of the final decision-making process as to who would ultimately receive DKI money – and how much – through OEWD.

A review of DAVIS's emails and Microsoft Teams[6] call records with a senior OEWD employee ("Senior level OEWD employee #1") in February of 2021 show DAVIS worked closely with Senior level OEWD employee #1 on OEWD's Dream Keeper RFP.[7]

On February 1, 2021, DAVIS had a 15-minute Microsoft Teams call with Senior level OEWD employee #1. Subsequent Teams messages show this conversation discussed categories of potential OEWD DKI funding, because Senior level OEWD employee #1 then sent a message to DAVIS that said, "Hi Sheryl! Does this work per our conversation?"

Senior level OEWD employee #1 sent her specific wording describing various categories that OEWD would fund with its DKI money.

On February 8, 2021, Senior level OEWD employee #1 sent DAVIS a letter they planned to send out with the RFP and asked if DAVIS had any edits. On February 9, 2021, Senior level OWED employee #1 sent DAVIS the proposed email that was slated to go out to the public about the RFP four hours later. "Hi Sheryl, are you good with all this verbiage?" they wrote.

The letter that accompanied the RFP mentioned DAVIS twice. Your affiant spoke with OEWD employee #2, who explained that they wrote much of the RFP, but that DAVIS gave feedback. The RFP that OEWD ultimately issued included DKI grants in six different funding areas.

After the RFP was issued, Collective Impact submitted an RFQ for grants in two of those funding areas – "Educational Pathways" and "Community Research Institute."

When it came time for OEWD to review the RFQs, including Collective Impact's, DAVIS was consulted about who should be on the review panels. OEWD employee #2 invited DAVIS via email to suggest an HRC employee or community member to serve on the scoring panels. On

[6] Microsoft Teams is a videoconferencing platform used by employees of the City and County of San Francisco. An employee's Teams usage records are included in their City Microsoft Outlook email records. Your affiant obtained all of DAVIS's electronic City records via search warrant to the City Department of Information Technology. The time of calls shows up at UTC – Universal Time Coordinated – which, according to www.utctime.net, was eight hours ahead of Pacific Standard Time before March 14, 2021. After Daylight Saving Time began on March 14, 2021, UTC time was seven hours ahead of Pacific Daylight Time.

[7] An RFP is a request for proposals. Your affiant knows from training and experience that the City's common method for making outside contracts is to issue an RFP explaining the purpose of a particular contract and the qualifications it is looking for in a grantee, then to solicit submissions by a deadline. The submission is called an RFQ – a request for qualification. These submissions are scored by a panel and top scorers are deemed qualified to enter into contract with the City. Some or all of the organizations on the pre-qualified list will then be awarded the grant.

March 22, 2021, she responded, "I am thinking (HRC employee #1) can support. I would like to review... Can you let me know who applied?"

The HRC employee that DAVIS suggested was a person who would later receive a total of $2,750 in payments from Collective Impact. Some of these payments were billed to one of the grants they helped score for OWED. HRC employee #1 still worked for HRC at the time they got the Collective Impact payments.[8]

On April 1, 2021, OEWD employee #2 sent an email to DAVIS with further information about scoring panels and submissions. For the "Pathways" funding stream, there were three proposals submitted, and HRC employee #1 was on the scoring panel. For the "Community Research Institute" pool, only one organization applied (Collective Impact), and HRC employee #1 had been added to the scoring panel. DAVIS responded to that email asking for a reminder of how many potential grants were available in each area. The employee sent back a chart that showed there was only one available award each for "Educational Pathways" and "Community Research Institute."

On April 22, 2021, Senior level OEWD employee #1 wrote in an email to DAVIS, "Director Davis, Can we book an hour on your calendar next Wednesday or Thursday to huddle with you to review panel scores and provide recommendations for [the mayor] in a memo that's due April 30?"

On May 12, 2021 at about 1:00 p.m.[9] DAVIS had a Microsoft Teams meeting with OEWD employees #1 and #2 as well as three other OEWD employees ("OEWD employee #3, #4, and #5") that lasted about an hour. At 2:05 p.m. DAVIS and Senior level OEWD employee #1 left the meeting. At 2:06 p.m. the two of them entered their own private Teams meeting, which lasted just under 15 minutes.

That night, at 8:31 p.m. on May 12, 2021, DAVIS sent an email to Senior level OEWD employee #1, staff at the Department of Public Health and the Mayor's Office (Dream Keeper Funding was coming from both offices to and through HRC) that said, "Hi all, after reviewing some of the OEWD RFP's and considering the delay for DPH funds, I am wondering if we can't move some of this fiscal's DPH funding to OEWD and HRC to support the RFQ's/RFP's we are currently reviewing. Should we schedule a time to talk?"

On Friday, May 14, 2021, OEWD employee #3 emailed DAVIS, with OEWD employees #1 and #2 and #4 copied. The email was flagged with "high" importance and had a spreadsheet called "Dream Keeper Funding Recommendations" attached. For the Educational Pathways Grant, the spreadsheet showed that, even though the original plan had been to fund only one organization,

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[8] According to Bill.com records your affiant obtained via search warrant, Collective Impact also paid for other things for HRC employee #1 that were not billed to City grants, for example, reimbursement to them for two nights in a hotel room for the ISEB conference from September 29 to October 1, 2022. ISEB is the International Society for Educational Biography, and its 2022 conference was in San Antonio, TX (see https://isebio.com/announcement2022.html). Collective Impact also paid for their $280 ISEB membership that year as well as $406.20 for their flights to the conference.

[9] All times referred to in Teams have been converted to Pacific Daylight Time.

Collective Impact had scored a 94.33 out 100 and another group had scored a 94.84, and OEWD recommended they both get funding ($1 million for the other group and $585,000 for Collective Impact). In the Community Research Institute category, in which Collective Impact was the only applicant, it had scored a 74.83 and was listed as "Not Recommended" for funding.

On May 19, 2021, DAVIS and Senior level OEWD employee #1 had a meeting over Microsoft Teams. The meeting lasted 50 minutes.

On May 20, 2021, about 7:00 p.m. DAVIS and Senior level OEWD employee #1 had a Microsoft Teams meeting that lasted more than one hour.

On May 21, 2021, Senior level OEWD employee #1 wrote in an email to other staff members, "Director Davis and I had the chance to review and finalize Dream Keeper recommendations last night." Attached to the email was an Excel spreadsheet titled "DRAFT Dream Keeper-Workforce Memo Appendix 5.20.21" which recommended $585,000 per year in new funding for Collective Impact for an Educational Pathways program and $1,000,000 per year in new funding to Collective Impact for the Community Research Institute, even though a week before Collective Impact's Community Research Institute had been classified as "not been recommended for funding."

On July 1, 2021, SPINGOLA and the director of OEWD signed a contract granting Collective Impact $1,000,000 a year for two years for the Community Research Institute. Also on July 1, 2021, SPINGOLA and the director of OEWD signed a contract granting Collective Impact $585,000 a year for two years for the Educational Pathways program.

On January 19, 2022, Senior level OEWD employee #1 sent an email to several people in the department and copied SPINGOLA and several other Collective Impact staff. He wrote, "Can you kindly confirm that all three OEWD Workforce Development Division Collective Impact grants are available for billing and that should any member of the Collective Impact team request expedited, and even advanced, payments on any of the following grants that we are ready to approve and expeditiously complete such request?" He then listed both the Educational Pathways and Community Research grants as well as a third, non-DKI grant. He then promptly (within the same minute) forwarded the email to DAVIS.

DAVIS's role in (1) shaping the areas of funding for the OEWD Dream Keeper RFP; (2) influencing the scoring panels; (3) getting status updates along the way; (4) reviewing panel scores and providing solicited recommendations; and (5) being a part of reviewing and finalizing the funding recipients provide probable cause to believe she was actively involved in the decision-making process behind Collective Impact's OEWD contracts, while she had a financial conflict of interest.

DAVIS had a longstanding personal financial relationship with the then-director of Collective Impact such that she had a financial conflict of interest in any contract she made with Collective Impact on behalf of the City

Over the course of this investigation, substantial evidence has been uncovered showing that DAVIS and SPINGOLA have lived together since 2015 and have intermingled their finances since that time.

On September 12, 2024, as DAVIS's apparent conflict of interest was coming to light in various media outlets, DAVIS declined to "confirm or deny" her address when asked by the San Francisco Standard whether she lived with SPINGOLA, but added, "You can say we both use that address."

SPINGOLA told The Standard the pair did not live together but declined to give his permanent address. When asked about the specific address in question, he said, "I do have my own room there. I do go there." When asked about whether DAVIS had a room in the home, he said, "I guess, yeah."

According to DMV records, DAVIS and SPINGOLA have the same address.

Bank records show that DAVIS and SPINGOLA have the same address in San Francisco. Older bank records show they have the same previous address in San Francisco. They are also both on the registration for a 2008 Mini Cooper, according to DMV records, which is registered to them at their most recent address.

Your affiant obtained bank records through search warrants served on more than 10 financial institutions. DAVIS and SPINGOLA each have numerous personal bank accounts, but they share two joint accounts.

The first is a joint savings account at San Francisco Federal Credit Union ("SFFCU"). They opened this account on March 10, 2015. The account is Payable on Death to DAVIS's son, H.D.

The second joint account is a checking account at Bank of America held as Joint Owners with Right of Survivorship that was opened December 30, 2015. Your affiant received records for this account that begin in December of 2017. From that month through the end of DAVIS's time at HRC, September of 2024, SPINGOLA put money into the joint account every single month and DAVIS did so most months. Sources of deposits into the joint account include annuity transfers from DAVIS, Zelle and Venmo payments from DAVIS, checks payable to DAVIS deposited into the account, checks payable to SPINGOLA deposited into the account, monthly transfers from SPINGOLA's personal Bank of America checking account, and a few Zelle payments that appear to be from DAVIS's relatives.

In 2018, the joint Bank of America account was used to make tuition payments to Loyola Marymount University, where DAVIS's son H.D. attended college at the time. This account was also actively used in 2018 for groceries, airline payments, restaurants, parking and SFMTA charges, AT&T payments, and Uber charges.

Beginning in late 2020, in the months leading up to and including the first Dream Keeper grant awards, specifically September of 2020 through June of 2021, DAVIS's contributions to the joint account were periodic Zelle payments and checks payable to her (a check from the University of Southern California where she received her doctorate degree; a personal, handwritten check with a memo "Sheryl Davis donation"; nearly $7,500 in "reimbursement" checks from Collective Impact). In fact, she deposited more checks, and a higher dollar value of checks, into this joint account than into her personal bank accounts during this time period. Meanwhile, SPINGOLA made at least one regular payment from his personal Bank of America account – usually $2,000 – into the joint account every month for years. During the time period of September 2020 through June of 2021, just before the first Dream Keeper grants, two payments from the joint account totaling more than $4,500 were made to DAVIS's personal American Express card.

DAVIS had several personal checking accounts and at least a dozen credit cards. Her paycheck from the City was deposited into a personal checking account at SFFCU. She also had a checking account and a savings account at SFFCU that she owned jointly with her son, H.D. It appears based on the transactions that he was the main user of this account, but DAVIS made periodic deposits and transfers of varying amounts at different intervals.

SPINGOLA's main checking account was an individual account at Bank of America with an attached savings account that were both Payable on Death to DAVIS. [10] His Collective Impact paycheck was deposited into this account.

Beginning in 2019, bank records show a transfer each month from the joint Bank of America account into SPINGOLA's personal account at that bank. SPINGOLA paid rent to his and DAVIS's landlord (both former and current) with checks from his personal Bank of America account.

Further evidence of DAVIS and SPINGOLA's financial entanglements is visible in a side-by-side analysis of their credit card statements, which show shared expenses for joint trips. For example:

- SPINGOLA purchased both his and DAVIS's plane tickets for a trip to Hawai'i in the fall of 2022 with his Bank of America credit card; she paid for their stay at the Westin Ka'anapali hotel with her American Express card.
- DAVIS purchased flights for both her and SPINGOLA to go to Washington, DC in November of 2021 with her American Express card; he paid for their hotel stay there at the Park Hyatt Hotel with his Bank of America credit card.
- DAVIS paid for a stay at the Hyatt Regency Hotel in Houston in February of 2021 with her American Express card; SPINGOLA paid for a rental car in Houston for those same dates with his Bank of America credit card.

[10] The savings account maintained a consistently high balance for many years because it contained what appears to be the proceeds of a lawsuit SPINGOLA won against Kaiser Permanente in December of 2018. SPINGOLA also maintained checking accounts at SFFCU and Chase. The SFFCU account was the repository for a GoFundMe fundraiser payout of about $60,000 in July of 2022 after SPINGOLA was attacked outside the recreation center operated by Collective Impact. SPINGOLA's Chase account shows substantial cash deposits between October of 2022 and September of 2024. The cash is from unknown sources.

Additionally, when DAVIS bought a used Honda Accord in 2021, insurance documents provided to the lender, Redwood Credit Union (obtained via search warrant), show that she didn't have her own auto insurance policy; she was a listed driver on SPINGOLA's policy – which covered three cars, including the Mini Cooper they jointly owned.

DAVIS applied for a Chase credit card on December 23, 2019 with SPINGOLA as her co-applicant. She listed him as her spouse. The actual nature of their relationship – romantic or friendship – does not matter. At least half the rent on the home in which DAVIS lived at the time she was making contracts and steering Dream Keeper money to Collective Impact was paid by SPINGOLA, whose paycheck came from Collective Impact. Her rent checks were written from the same account into which SPINGOLA's Collective Impact paycheck was deposited.[11]

As such, there is probable cause to believe she had a financial interest in the following seven Dream Keeper contracts between the City and Collective Impact – the HRC contracts she personally signed and the DCYF and OEWD contracts in which she was involved in the decision-making:

- July 1, 2021 contract ("HRC-DKI-001," $575,000 mini-grant contract)
- June 24, 2022 contract amendment ("HRC-DKI-001," raising total of mini-grant contract to $1,275,000)
- December 15, 2021 contract ("HRC-DKI-001-CI," $150,000 "Narrative Shift" contract with Collective Impact acting as fiscal sponsor for Both Sides of the Conversation)
- April 1, 2022 contract (HRC-DKI-TA-004," $225,000 "Technical Assistance" contract)
- May 7, 2021 DCYF DKI Brighter Futures contract ($1,350,000 add-on to existing contracts)
- July 1, 2021 OWED DKI "Educational Pathways" $1,170,000 contract
- July 1, 2021 OWED DKI "Community Research Institute" $2,000,000

DAVIS also had financial entanglements with Collective Impact and control over its finances (including authorizing Collective Impact payment of HRC expenses and personally signing Collective Impact checks) that created a financial conflict of interest

Even though DAVIS was no longer employed by Collective Impact and had been a City employee since 2016, in the years leading up to the DKI contracts, she was still personally involved with Collective Impact and had control over how its funds were spent. This created a second source of a financial conflict of interest in these same seven contracts. For several years before the DKI contracts, DAVIS was still involved in Collective Impact's programming, she held a car loan for Collective Impact, she signed Collective Impact checks, and she systematically directed the spending of Collective Impact's funds.

[11] According to W2 statements produced pursuant to a search warrant served on Paylocity, a payroll processing company, SPINGOLA's salary from Collective Impact was $121,000 in 2021, $148,000 in 2022, $166,000 in 2023, and $195,000 in 2024.

<u>In the year leading up to the first DKI contracts, DAVIS received "reimbursement" checks from Collective Impact totaling more than $20,000</u>

Although DAVIS had not been the Executive Director of Collective Impact since 2016, she received about $65,000 in reimbursements from the organization between June of 2018 and June of 2024, while she was the director of HRC.[12] Checks from Collective Impact labeled as reimbursements payable to DAVIS (all signed by SPINGOLA since August of 2019) were deposited into: (1) DAVIS and SPINGOLA's joint Bank of America account, (2) DAVIS's personal account at SFFCU, (3) DAVIS's personal account at Chase, and (4) SPINGOLA's personal account at Bank of America. In the year leading up to the DKI contracts, the following checks written on the Collective Impact Wells Fargo account and signed by SPINGOLA were deposited into DAVIS's accounts:

Date	Amount	Check memo	Account
3/24/2020	$758.99	HRC: Multi Reimb - OFA	SFFCU (DAVIS)
3/25/2020	$914.70	Mar/Apr '20 Van Note Reimbursement	SFFCU (DAVIS)
4/29/2020	$1,958.03	HRC: Multi Reimb - Backpacks USA &Vyond	SFFCU (DAVIS)
4/30/2020	$1,917.35	Backpacks USA Reimbursement Order ID 7030597	Bank of America (joint)
6/1/2020	$914.64	May/June '20 Van Note Reimbursement	SFFCU (DAVIS)
12/4/2020	$5,515.18	Multi-Reimbursement Payment[13]	Bank of America (joint)
3/30/2021	$462.00	MegaBlack Reimb - Multiple Nation Builder Inv.'s	SFFCU (DAVIS)
3/30/2021	$269.91	MegaBlack Reimbursement - Multiple Adobe Inv.'s	SFFCU (DAVIS)
3/30/2021	$1,341.00	iStock Reimbursement - OFA and MegaBlack	SFFCU (DAVIS)
3/30/2021	$1,007.74	HRC: Multi Reimb - Canva & Vyond Invoices	SFFCU (DAVIS)
3/30/2021	$2,898.06	Squarespace Reimbursement - OFA and MegaBlack	SFFCU (DAVIS)
3/30/2021	$2,886.82	Reimbursement - Multiple Zoom Invoices	SFFCU (DAVIS)
TOTAL	**$20,844.42**		

[12] It is of note that the reimbursement checks list DAVIS as living in Park Merced, her address before she lived at her current and prior addresses with SPINGOLA. SPINGOLA, who signed the checks, was aware of DAVIS's address and would have known when he signed the checks that the address was incorrect, yet it continued to be incorrect, even through reimbursement checks in 2024. The incorrect address obfuscated the fact that DAVIS and SPINGOLA lived together.

[13] According to records provided by Collective Impact pursuant to search warrant, this reimbursement check was for more than $2,000 in charges for Zoom, more than $800 on Amazon, and more than $2,500 on an educational website called "First Book." This last charge is likely related to a project called "Everybody Reads," which DAVIS started when she worked at Collective Impact and continued to run as a joint Collective Impact/HRC project when she was the Executive Director at HRC.

As shown in the table above, Collective Impact wrote DAVIS two checks in April of 2020 totaling nearly $4,000 with a notation that they were reimbursements for backpacks. A receipt provided by Collective Impact in response to a search warrant supported part of one of these "backpack" reimbursements to DAVIS. The receipt showed a $1,334.41 purchase of school supply kits, feminine hygiene product kits, pencil sharpeners, air filter masks, and glue sticks.

Records that Collective Impact provided to the City covering later years show that Collective Impact spent tens of thousands of dollars annually that it billed to City grants for backpacks and supply kits that it gave away at annual events.

DAVIS was the Director of the Human Rights Commission for the City and County of San Francisco. She had not been an employee of Collective Impact since 2016. These backpack and supply purchases illustrate her ongoing involvement with Collective Impact. Even though she was no longer the Executive Director, it appears DAVIS never really stepped away from the organization. She still ordered and paid for supplies for Collective Impact to give away to the families it supported years after her employment terminated, and received financial reimbursement from Collective Impact for it.

In March of 2021 – just after she directed DCYF to give half of its DKI allocation to Collective Impact, right as scoring panels were being put together on OEWD DKI grants, when DAVIS was collaborating on OEWD funding areas with Senior level OEWD employee #1, and a few months before DAVIS personally signed the first HRC DKI grant with Collective Impact – DAVIS received checks for nearly $9,000 in reimbursements from Collective Impact.

As detailed in the above chart of checks, many of the March 30, 2021 reimbursement checks state they are for digital subscription payments – Zoom, Squarespace, Adobe, Canva, Vyond. Records provided by Collective Impact pursuant to a search warrant (and emails in both SPINGOLA's Collective Impact account and DAVIS's work and quasi-work Gmail account obtained via search warrant[14]) support these reimbursements in the form of receipts showing DAVIS paid for these subscriptions – which were all in her name – for several months of payment at a time, then sought reimbursement.[15]

[14] DAVIS used three email accounts – sheryl.davis@sfgov.org (City account), sdavis.hrc@gmail.com (a private account she often used for work purposes), and her personal Gmail that she still used for communication with Collective Impact and other entities she communicated with using the other two accounts. HRC employee #2 told your affiant that DAVIS instructed HRC employees to create a Gmail account with "HRC" and their name; DAVIS used Google Drive for storage of many HRC work-related files rather than the City-supported Microsoft platforms. Based on my training and experience, using the Google platform to conduct City business is often an attempt to evade public records requests and keep vital and/or sensitive documents off City platforms.

[15] These subscriptions were all likely related to a Collective Impact side venture called MegaBlack, which was in part led by DAVIS and is discussed further below. Collective Impact's bank account housed donated funds earmarked for MegaBlack purposes and DAVIS often referred to Collective Impact as the "fiscal" for MegaBlack.

DAVIS exerted control over a Collective Impact program and maintained a presence at Collective Impact

DAVIS continued to play an active role in some of the projects and initiatives she started at Collective Impact even while she was the Director of HRC. For example, when DAVIS was the Executive Director at Collective Impact, she ran a summer reading program called Everybody Reads through Collective Impact's associated programs, Mo' Magic and Magic Zone.[16] DAVIS then left Collective Impact to head up HRC.[17]

In 2017, DCYF issued an RFP for five years of funding in many areas; Collective Impact applied for a literacy grant for Everybody Reads. It was awarded $250,000 per year.

Separately, DAVIS, through HRC, ran a program in collaboration with the San Francisco Public Library called Everybody Reads that aimed to boost literacy among vulnerable youth by providing culturally affirming books and activities. They put together a summer activity book and reading guide.

Except it wasn't separate; somehow DAVIS subsumed the Collective Impact program into her own reading program and directed its funding. Dozens of emails show DAVIS sending receipts to SPINGOLA for books and supplies for Everybody Reads. Emails show library personnel coordinating drop-off of books at Collective Impact's recreation center. At DAVIS's direction, SPINGOLA and Collective Impact purchased an app to track reading data. Emails show DAVIS reaching out to publishers to place large orders of books over email, then "looping in" SPINGOLA to pay the invoice.

In 2023, *Free to Sing*, a children's book that DAVIS wrote and self-published, was featured as one of the recommended summer reading books for the program and a copy of the book was included in "Everybody Reads" kits handed out to participants in the program. The San Francisco Public Library spent $10,000 to purchase 1,500 copies of the book through a vendor. Davis made a profit of more than $5,000 from that sale, according to records received in response to a search warrant served on the self-publishing company she used to create her book.

Further evidence of DAVIS's continued control of Collective Impact came when DAVIS's successor left the organization and the board of directors needed to select a new Executive

[16] Mo' Magic is a part of the San Francisco Public Defender's Office (according to the Public Defender's website, the MAGIC program is "Mobilization for Adolescent Growth In our Communities). According to Collective Impact's website, the "Mo" is for the Fillmore, the neighborhood Collective Impact serves, and Collective Impact is Mo' Magic's fiscal sponsor. Collective Impact employees work closely with the Mo' Magic employees (who are on the payroll of the Public Defender's Office according to publicly available databases) on a daily basis, as can be seen by the frequent emails the Mo' Magic Director received from both SPINGOLA and DAVIS regarding Everybody Reads and other matters. According to Collective Impact's RFP for the Everybody Reads grant, Magic Zone was initially a collaboration between Collective Impact and Mo 'Magic; now it is a Collective Impact program that provides year-round programming (after school and during summer) for K-8 and high school students. It also runs a youth tennis program.

[17] Documents received pursuant to a search warrant from the Franchise Tax Board, along with documents recovered from DAVIS's City office pursuant to a search warrant, show that she claimed Everybody Reads on her 2020 and 2021 income taxes as a program owned by her that she charitably donated, presumably to Collective Impact. She valued it at $100,000 in 2020 and $75,000 in 2021 and got a tax write-off for the donation.

Director. Minutes from the August 1, 2019 Collective Impact board meeting provided by Collective Impact in response to a search warrant state: "Sheryl Davis does not have a role in the selection of the next ED/IED." The fact the board felt it necessary to discuss this and document it in their meeting minutes suggests DAVIS was still attempting to wield influence in an organization she had not led for three years.

Your affiant spoke to a former Collective Impact employee who worked at Collective Impact under DAVIS and until the time SPINGOLA became the director in 2019, who now works for HRC ("HRC employee #2"). HRC employee #2 said that even after DAVIS left Collective Impact to work for the City, DAVIS maintained a personal connection to the organization and often visited the site.

Ultimately SPINGOLA, who had been Director of Facilities, was named Interim Executive Director and later Executive Director.

DAVIS personally held a car loan in her name for a car owned by Collective Impact; Collective Impact paid off the loan through checks to DAVIS

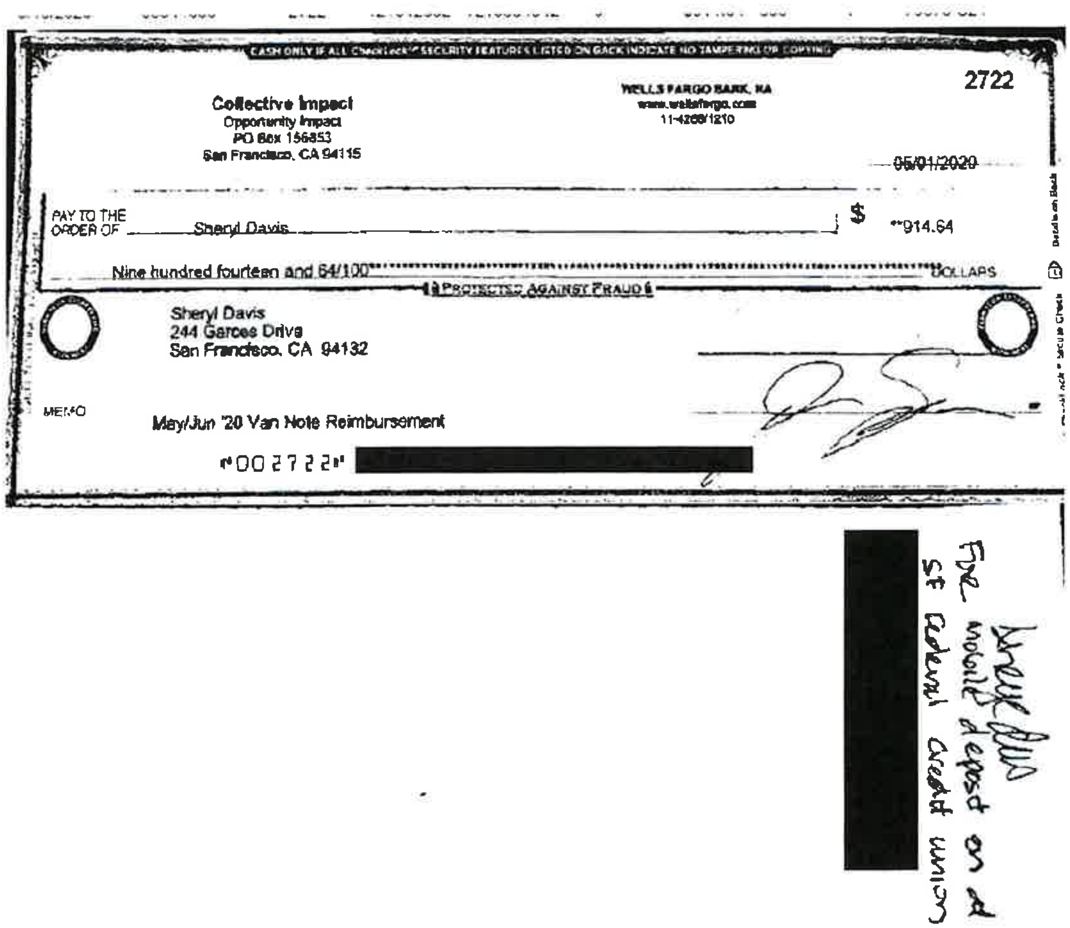
In the course of this investigation, DCYF employee #2 told your affiant that during compliance checks related to Collective Impact grant payments, they had noted that Collective Impact was making payments to DAVIS while she was a City department head that appeared to be related to car payments. They said they asked someone at Collective Impact about it, and they were told that when DAVIS was still the Executive Director of Collective Impact, she had taken out a loan in her name to help finance a van for Collective Impact, and since then, Collective Impact paid her back to pay down the loan.[18]

Records from SFFCU corroborate this. The records show that in 2015, when DAVIS still worked at Collective Impact, she signed a seven-year financing agreement for a 2014 Toyota Sienna. A section at the bottom of DAVIS's bank statements for her personal account at SFFCU is labeled "LOANS." In that section, under a heading for "Transaction Description," a "2014 Toyota Sienna – L33" is listed. DMV records show a 2014 Toyota Sienna is registered to Collective Impact.

[18] On May 15, 2020, DCYF employee #2 wrote a memorandum to the Acting Chief Audit Executive in the Office of the Controller and the Executive Director of the Ethics Commission bringing two items to their attention that they had found during annual fiscal monitoring: (1) a check for $914.70 from Collective Impact to DAVIS for a minivan note; and (2) "an internal reconciliation report for 'Sheryl Davis Credit Card.'" The memo further stated, "I want to make it clear from the outset that I have not found direct evidence of any wrongdoing … I believe that neither Collective Impact nor Ms. Davis are engaged in any wrongdoing, and that they are acting in good faith." The memo explained the van financing arrangement as explained above. The memo also stated that DCYF was aware of "an alleged personal relationship between Ms. Davis and the current interim executive director of Collective Impact, James Spingola. It is not clear the exact nature of this relationship, or whether it continues to the present day."
It appears from Wells Fargo records obtained pursuant to a search warrant that there is still a Collective Impact credit card in DAVIS's name. However, it does not appear to be actively used; it carries a balance that appears to date back to DAVIS's time at the nonprofit entity and Collective Impact only makes minimum monthly payments. As such, the card is still being paid off.

LOANS

Date	Transaction Description	Periodic Interest Rate	Late Pymt Charge	Change to Principal	New Balance
	2014 TOYOTA SIENNA - L33 Balance Forward on 06/01/2020 * ANNUAL PERCENTAGE RATE 5.140 * DAILY PERIODIC RATE 0.00014082				$7,682.80


Collective Impact
Opportunity Impact
PO Box 156853
San Francisco, CA 94115

WELLS FARGO BANK, NA
www.wellsfargo.com
11-4288/1210

2722

05/01/2020

PAY TO THE ORDER OF Sheryl Davis $ **914.64

Nine hundred fourteen and 64/100 DOLLARS

Protected Against Fraud

Sheryl Davis
244 Garces Drive
San Francisco, CA 94132

MEMO May/Jun '20 Van Note Reimbursement

⑈002722⑈ [redacted]

[redacted]

Sheryl Davis
For mobile deposit on a
SF Federal credit union

A file folder located in DAVIS's office that was seized pursuant to a search warrant was labeled "Toyota payments" and contained documentation of some of these loan payments. The folder held Collective Impact expense forms indicating an HRC employee made bimonthly expense requests and DAVIS authorized the payments of Collective Impact funds to herself for the Toyota Sienna in which she held the SFFCU loan in her name.

Collective Impact

Expense Request

Program ______________ Date Requested: 01/06/20

Grant billed to CI Date Required: 0/06/2020

Amount: $ 914.70

Pay to: Sheryl Davis

Account #		Description (attach supporting documents)	Amount
		Reimbursement	
		2014 Toyota Sienna	
		01/15/20	$ 457.35
		02/15/20	$ 457.35
		Total:	**$ 914.70**

PAID

Hold for Pick up by: *Vendor/HRC*	X
Mail to Vendor	

Special Instructions:

Office Use Only

Date Paid:

Check#:

Finance Rep:

Requested by: [redacted]

Authorized by:

Approved by:

On June 15, 2020, SFFCU records shows the balance on the van loan at $7,682.80. That day it shows credits to the account and a new balance of zero. SFFCU records contain a copy of a paid check written from the Collective Impact Wells Fargo account dated June 29, 2020 payable to "San Francisco Federal Credit Union" in the amount of $7,689.29 with the memo "Loan Paydown – 2014 Toyota Sienna L33." This check is signed by SPINGOLA.

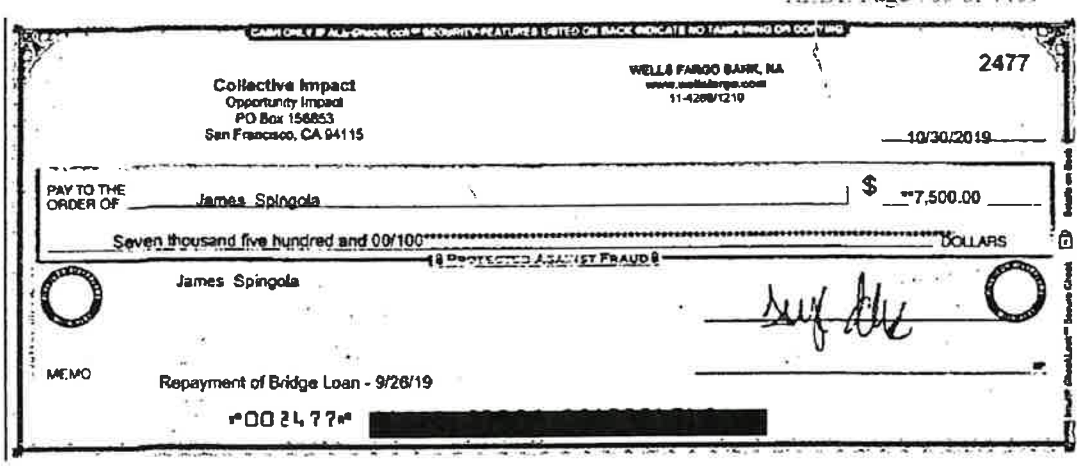
DAVIS was never removed as a signatory on the Collective Impact bank account

Wells Fargo records received via search warrant show that DAVIS was never removed as a signer on the Collective Impact bank account. In fact, on January 7, 2020, Wells Fargo records show that SPINGOLA updated the account to remove the former director, who left in 2019, as a signatory to the account, but left DAVIS as an "existing/remaining" signatory.[19] While some

[19] Wells Fargo records show that DAVIS signed bank documents to add SPINGOLA as a signatory to the account on March 7, 2017. When DAVIS added SPINGOLA to the account, she was listed as the "executive director" of Collective Impact, even though she was no longer employed there – she was Director of the City's Human Rights

Collective Impact board members were signers on the account, no other Collective Impact employee other than SPINGOLA (aside from the director that preceded him) was ever added as a signatory on the Wells Fargo bank account – not even R.D., the finance director. Yet DAVIS was never taken off the account.

In 2019, 2020, and 2021, DAVIS still signed Collective Impact checks[20] even though she was the director of HRC and was not employed by Collective Impact. For example, on October 15, 2019, she signed what appears to be SPINGOLA's paycheck for $2,947.10.[21] On October 18, 2019, DAVIS signed check number 2459, a $104 reimbursement check to SPINGOLA for food for a meeting. On October 30, 2019, she signed a $7,500 loan repayment check to SPINGOLA (check number 2477, see below for more details). On March 24, 2020, DAVIS signed two Collective Impact Wells Fargo checks (2688 and 2689) to SPINGOLA for reimbursements. She signed a $700 check to SPINGOLA on January 19, 2021 for "Reimbursement: Community Ambassador Stipends" (check 3421). She signed a $10,000 check to SPINGOLA on December 13, 2021 (check 4392) for "CAM: Reimbursement for Cash Incentives."


Collective Impact
Opportunity Impact
PO Box 156853
San Francisco, CA 94115
WELLS FARGO BANK, NA
2477
10/30/2019
PAY TO THE ORDER OF James Spingola $ **7,500.00
Seven thousand five hundred and 00/100 DOLLARS
James Spingola
MEMO Repayment of Bridge Loan - 9/26/19
⑈002477⑈ [redacted]

However, it appears SPINGOLA signed his own paycheck on February 28, 2020 (check 2635) – indicating he did sign checks to himself around that time,[22] and in 2022 and 2023 he signed many checks payable to himself.

Commission. SPINGOLA was Collective Impact's Director of Facilities. On October 27, 2017, SPINGOLA and the director who preceded him made changes to the account; SPINGOLA signed as an "existing/remaining" signatory adding the other person to the account as a new signer. SPINGOLA left DAVIS as an "existing/remaining signatory."

[20] Upon my review of signature cards from multiple bank accounts, a credit card application, and a DMV form I believe were all signed by DAVIS, it appears the signatures on the Collective Impact authorization forms and the Collective Impact checks described above were in fact signed by DAVIS.

[21] Occasionally certain employees received a paper check that looks different than the rest of the Wells Fargo checks that appears to be a paper payroll check rather than a direct deposit check.

[22] He also signed a $4,850.33 "HRC: Multi Reimbursement" check payable to DAVIS on August 1, 2019 (check 2378), then endorsed the back himself and deposited it into his solely held, personal Bank of America account.

DAVIS authorized HRC expenses to be paid with Collective Impact funds, even as Collective Impact struggled to pay its own expenses

A review of Collective Impact's Wells Fargo records received via search warrant shows additional ongoing financial entanglements beyond DAVIS's reimbursements, the van, and signing checks. Collective Impact checks memos show Collective Impact was making payments related to HRC.

There were approximately 430 checks written on the Collective Impact Wells Fargo account from April of 2018 (earliest checks received via search warrant) to the end of 2018. Of those, around 30% were either: (1) payable to DAVIS and labeled as a reimbursement; (2) payable to an HRC employee and labeled as a reimbursement; (3) had DAVIS's name in the memo line; or (4) had "HRC" in the memo line. In 2019, about 17% of the approximately 420 checks written on the Collective Impact Wells Fargo account fell into the same categories. Only a handful (about 24) of the approximately 800 checks written in 2020 fit these categories.[23]

Meanwhile, as Collective Impact was making payments on behalf of HRC in 2018 and 2019, it appears from Collective Impact's bank records that it struggled to meet its own financial obligations. On six occasions between November of 2018 and September of 2019 either SPINGOLA, the Collective Impact financial director R.D., or both wrote "bridge loan" checks to Collective Impact from their personal bank accounts so that Collective Impact could cover payroll until it received its next grant payment from the City. Some of these bridge loans were repaid by check just days later, some a few months later.[24]

During the same time period that SPINGOLA and R.D. had to temporarily use personal funds for Collective Impact purposes, DAVIS nonetheless directed Collective Impact to continue spending money on HRC's behalf while she was the director of HRC.

Recovered from DAVIS's HRC office pursuant to a search warrant were file folders containing numerous forms titled "Collective Impact Expense Request." The expense form has a line for who requested the expense – all of these were requested by an HRC employee. The form also has a line for who authorized the expense. They spanned from 2018 to 2020 and were all were signed by DAVIS. Attached to each form were receipts or invoices backing up the charges.

DAVIS's office contained a folder of Collective Impact expense forms for each month of 2018, each quarter of 2019, and one folder for 2020 – all showing DAVIS's authorization that HRC expenses be paid with Collective Impact funds. Collective Impact bank records confirm each payment was in fact made.

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[23] This count does not include stipends related to Opportunities For All, a program run by HRC that Collective Impact participated in. In 2020, payments to OFA interns and fellows comprised about 270 of the approximately 800 checks written on the Collective Impact Wells Fargo account.

[24] The memo for one check said, "Repayment of bridge loan to cover payroll"; the rest just indicated they were repaying a "bridge loan." Collective Impact Wells Fargo bank statements show the checks from SPINGOLA and R.D. were deposited into the Wells Fargo account just before a payroll payment was processed when the payroll payment exceeded the current balance of the account. The last repayment was to SPINGOLA; the Collective Impact Wells Fargo check for "Repayment of Bridge Loan – 9/26/2019" is dated October 30, 2019.

The following are examples of some of the expenses that Collective Impact paid on behalf of HRC – that DAVIS authorized via a Collective Impact Expense Request form – during the time period that SPINGOLA and R.D. were using their personal bank accounts to temporarily fund Collective Impact's day-to-day business:

- $1,500 for a table sponsorship in June of 2019 (check #2280)
- A reimbursement in August of 2019 to DAVIS for nearly $3,500 for "HRC 55th: B-Side Reception Reimbursement" (check #2405)
- Two checks to the Sun Reporter with the memo "Community Engagement – HRC 55th Celebration" ($1,500 in July, check #2360; $3,000 in August, check #2397)
- $2,736 to the Commonwealth Club in July of 2019 for "HRC 55th Anniversary Celebration Event" (check #2379)
- $360.90 to Spotlight Printing in August of 2019 for "HRC: 27718, 27779 – 55th Anniversary Events" (check #2400)
- $925 to John Kim in October of 2019 for "HRC: Honorarium – 55th Anniversary Event 7/1/19" (check #2451)
- $4,000 to Dwight Watkins in November of 2019 for "HRC 55th: Inv #107 – Writing Workshop – Deposit" (check #2496) AND $4,000 to Dwight Watkins in December of 2019 for "Invoice #107 – Writing Workshop (12/2-12/5) – 2nd pa" (check #2519)

A few years before she directed millions in DKI funds to Collective Impact, DAVIS personally authorized payment of HRC expenses using Collective Impact funds. In the year leading up to DAVIS awarding Collective Impact millions of dollars of DKI funds, Collective Impact had just paid off a car loan DAVIS carried for them, she fronted the backpacks and supplies for a backpack giveaway, and she was so involved in Collective Impact's side ventures that she was willing to put up thousands of dollars of her own money and not seek repayment for months.

DAVIS was still a signatory on the Collective Impact bank account and was in fact still signing their checks, right at the same time she was responsible for deciding how many millions of dollars of City money to give Collective Impact. DAVIS's financial entanglement with Collective Impact at the time of the Dream Keeper contracts was a second source of financial interest and creates probable cause to believe she had a financial conflict of interest in the seven Dream Keeper contracts between the City and Collective Impact that she either personally signed or made decisions on.

<u>DAVIS systematically funded HRC events with Collective Impact's bank account for years</u>

DAVIS's control over Collective Impact funds continued beyond the time period during which she made the first Dream Keeper contracts. In fact, it continued throughout the remainder of her employment at HRC, while Collective Impact continued to receive millions of dollars of City DKI money.

As a City employee, DAVIS was constrained by certain spending rules. For example, she had a discretionary spending limit of $10,000, she could not spend City money on alcohol, and she could not spend City money on companies from states on the "banned" list according to Chapter

12X of the San Francisco Administrative Code. Evidence demonstrates that DAVIS used Collective Impact funds to get around these City rules.

But not only did she direct the spending of Collective Impact's money, she also helped raise it.

DAVIS actively participated in fundraising to boost Collective Impact's bank account around the time she was granting it millions of dollars in City funds

Sometimes DAVIS directly instructed SPINGOLA or other Collective Impact staff that her personal or HRC expenses were to be paid with money held in the Collective Impact bank account that was earmarked for MegaBlack. MegaBlack is a community-driven collective to support the Black community in San Francisco.[25]

MegaBlack is not a 501(c)(3) tax-exempt charitable group. It is not an entity registered with the Secretary of State or California Attorney General. It is not a City contractor or vendor. It does not appear from the hundreds of emails concerning the collective in DAVIS's email accounts that MegaBlack had a leadership structure or any formal organization. However, it is clear from DAVIS's multiple email accounts that she was an important part of the initiative, if not its main driving force.[26]

DAVIS helped raise funds for MegaBlack, and the MegaBlack funds went into the Collective Impact Wells Fargo bank account. When DAVIS participated in soliciting donations for MegaBlack, she was actively raising money for a nonprofit entity that contracted with the City and that she directed millions of dollars to.[27]

DAVIS described MegaBlack's relationship to Collective Impact in various ways. In a 2021 email to the San Francisco Foundation, a donor, she called it a "program of Collective Impact." In another 2021 email to an organization called HR&A Advisors, she wrote, "Collective Impact is the fiscal for MegaBlack SF … MegaBlack will be leveraging some of their funds to support one of the projects." In a 2023 email to a documentary filmmaker, DAVIS wrote, "meet James Spingola and [Person A], they are my partners in the MegaBlack SF work. … I asked [filmmaker] to consider partnering with MegaBlack SF to document the creation of Black

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[25] Community activists, government officials in their non-government capacities, non-profit leaders, and general members of the City's African-American community comprised MegaBlack. The coalition met weekly to discuss local issues, network, promote events, and provide mutual support for San Francisco's Black population. Many of its initiatives were designed to foster and build community. However, some of MegaBlack's activities were overtly political, such as lobbying City departments, staff, and commissions in public and private forums for policy changes and for dedicated budget funds earmarked for the Black community separate and apart from Dream Keeper. The emailed agenda for the MegaBlack weekly Zoom meeting contained the words for a "call and response" to be read at every meeting. One line read, "We give all honor to our queen Sheryl Davis."

[26] The emailed agenda for the MegaBlack weekly Zoom meeting contained the words for a "call and response" to be read at every meeting. One line read, "We give all honor to our queen Sheryl Davis."

[27] Email records also show DAVIS exerted similar control, although to much lesser extent, with two other local nonprofit entities – sending them invoices to pay for HRC-related expenses and asking vendors to split invoices between the nonprofit entity and HRC. It appears this spending was also for MegaBlack purposes. One of them will be referred to as Nonprofit Entity #1, as it will be referenced later.

healing and wellness spaces … she would have to discuss with Collective Impact as the fiscal lead for MegaBlack SF."

There are several instances of DAVIS participating in efforts to raise funds for MegaBlack's use from outside donors. For example, in June of 2021, emails show DAVIS was in talks with a San Francisco grantmaking foundation called Metta about getting a donation for MegaBlack. SPINGOLA then submitted an application from Collective Impact on behalf of MegaBlack.

In July, the grant maker sent SPINGOLA a question about the budget he had submitted. DAVIS was copied on the email. DAVIS then sent an email to just SPINGOLA with the answers to the grant maker's questions (and also criticizing the budget SPINGOLA had included in his original application). SPINGOLA then sent a revised budget to Metta.

In August of 2021, Metta awarded Collective Impact $100,000 for MegaBlack; DAVIS was copied on the email SPINGOLA received informing him of the award. The money went into the Collective Impact Wells Fargo bank account.

SPINGOLA also applied for grant funds from an organization called Crankstart. In an email related to the application, he wrote, "Sheryl Davis launched MegaBlack SF with a core group of partners." In November of 2021, Crankstart awarded $250,000 per year for three years to MegaBlack. The email announcing the award began, "Hello MegaBlack SF Team" and was sent to DAVIS and SPINGOLA as well as a few other people.[28]

DAVIS not only participated in raising MegaBlack funds that went into the Collective Impact bank account, she blurred the lines between HRC, MegaBlack, and her personal endeavors.

DAVIS used both her City and personal emails to discuss MegaBlack matters, she enlisted HRC employees to put together a MegaBlack retreat, she listed MegaBlack as a personal project on her personal website, she paid tens of thousands of dollars of MegaBlack-related expenses out of pocket that she was later reimbursed for, and she directed the spending of MegaBlack funds.

DAVIS directed the spending of hundreds of thousands of dollars of Collective Impact's funds for HRC-related events

Dozens and dozens of emails show a pattern of DAVIS directing SPINGOLA to spend funds held in Collective Impact's bank accounts for HRC purposes. Sometimes, but not always, her emails contained specific directions to use MegaBlack-earmarked funds.

Sometimes DAVIS sent invoices directly to SPINGOLA and the Collective Impact accounts payable team directing them to pay; other times she emailed the vendor, including SPINGOLA on the email, asking the vendor to "split the invoice" between HRC and Collective Impact. DAVIS essentially used Collective Impact's bank account – containing Collective Impact City

[28] The award letter reads, "I am pleased to inform you the Crankstart Foundation has approved an unconditional grant to Collective Impact for $750,000 over 3 years. The foundations [sic] preference is for Collective Impact to use this grant to support MegaBlack SF."

grant funds, donations made to Collective Impact, and donations made on behalf of MegaBlack – as HRC's slush fund.

The following table is a non-exhaustive list of Collective Impact's expenditures for HRC events between 2021 and 2024:[29]

Month/ Year	Amount	Description	Communications Regarding Payment
February 2021	**$5,000** paid by Collective Impact Wells Fargo check #3455	Honorarium for R&B artist Ledisi; Event invitation was sent from the HRC Community Roundtable email address and stated, "Please join MEGABLACK SF & Executive Director Sheryl Davis of The San Francisco Human Rights Commission"	DAVIS added SPINGOLA to an email chain with Ledisi's manager after discussing the scope of the event and the possible dates; the manager had asked "honorarium or volunteer" and DAVIS wrote, "Looping in James, I believe he has resources for an honorarium."
January 2022	**$5,000** paid by Collective Impact Wells Fargo check #4521 **$5,000** paid by Collective Impact Wells Fargo check # 4529	Dee-1 Music, memo line on check said "Invoice #100 - SFHRC MLK event" Second check says "SFHRC MLK Event – Remaining Balance"	On January 13, 2022, DAVIS forwarded an email to SPINGOLA from another HRC employee. The employee had written, "Hi Director, I'm sorry that we aren't supposed to do business with half the country includes Luisiana [sic], which Dee-1 Music LLC is head-quartered in. Can we ask a supplier to bill us instead or have another organization cover it for us?" Attached was a $5,000 invoice for Dee-1 for an MLK performance that said "50% Performance fee."

[29] HRC also used public funds to pay for portions of all of these events as well.

October 2022	**$5,000** paid by SPINGOLA's Collective Impact Wells Fargo credit card	Banquet buyout event at International Smoke restaurant after an HRC-sponsored event called Pathways to Parity	DAVIS and an HRC employee corresponded with the venue regarding an afterparty for Pathways to Parity; when asked to pay the bill, DAVIS forwarded the emails to SPINGOLA and Collective Impact's finance director.
January 2023	**$15,000** paid by Collective Impact Wells Fargo check #5509 **$12,500** paid by Collective Impact Wells Fargo check #5452 (both billed to DCYF grants) **$2,408.93** for hotel room paid for with SPINGOLA's Collective Impact Wells Fargo credit card	Emily King performance at HRC-sponsored Martin Luther King, Jr. event in 2023 at the Herbst Theater	Contracts forwarded via email for signature to SPINGOLA from event coordinator; event announcement said it is sponsored by HRC, did not mention Collective Impact or MegaBlack.
January 2023	**$10,000** paid through Bill.com on 12/5/2022 **$17,000** paid through Bill.com on 1/10/2023 **$3,595.78** for hotel rooms for Goapele and crew	Goapele performance at same MLK event; final invoice paid by Collective Impact showed that of the $17,000, a $5,000 separate line item was for a performance the evening before the MLK event, which was DAVIS's book launch party.	Contracts forwarded via email for signature to SPINGOLA from event coordinator; event announcement said it is sponsored by HRC, did not mention Collective Impact or MegaBlack.
February 2023	**$40,750** paid through Bill.com on 2/2/2023 (and charged to DCYF Brighter Futures grant) **$1,166.58** paid with SPINGOLA's Collective Impact Wells Fargo credit card	Dream Keeper Initiative Anniversary Event at USF; Collective Impact paid for speaker fees for journalist April Ryan Hotel for April Ryan	Series of emails where DAVIS scheduled the speaker with a program consultant then asked that the contract be sent to SPINGOLA via Docusign.

May 2023	**$10,000** paid through Bill.com on 5/9/2023 (and charged to OEWD Educational Pathways grant) for speaker fee **$5,554.62** paid through Bill.com on 5/5/2023 (and charged to DCYF Brighter Futures grant) for book **$6,250** paid through Bill.com (and charged to OEWD Educational Pathways grant) for entertainment **$4,810.50** paid with SPINGOLA's Collective Impact Wells Fargo credit card for afterparty venue	HRC's "Fierce Love & Joy" Event; Collective Impact paid the appearance fee for featured panel member Sonya Curry. DAVIS directed Collective Impact to buy multiple copies of Curry's book. HRC and Collective Impact split the costs of the afterparty at International Smoke (restaurant owned by Sonya Curry's daughter-in-law).	Series of emails between DAVIS, HRC staff, and Sonya Curry's representative coordinated the appearance.
October 2023	**$20,539.57** paid by Collective Impact Wells Fargo check #5950	Banquet buyout event at Absinthe restaurant after an HRC-sponsored event featuring the journalist Nikole Hannah-Jones	Numerous emails between DAVIS, HRC employee #2, and Absinthe staff planning the event and menu; DAVIS emailed SPINGOLA asking him to sign the contract; invitation from HRC email address about the event called it a "private reception … thanks to MegaBlack."

February 2024	**$9,900** paid by Collective Impact via Bill.com on 2/6/2024 for "partial payment for performance" **$28,013** paid by Collective Impact via Bill.com on 2/6/2024 for performance **$25,066.71** paid by Collective Impact Wells Fargo check #6107 for caterer **$18,754.21** paid by Collective Impact Wells Fargo check #6108 for attendees' hotel stay at The W Hotel **$846.08** paid by Collective Impact via Bill.com for ground transportation for D-Nice **$27,416.81** paid with SPINGOLA's Collective Impact Wells Fargo credit card to four event planners/vendors ($9,989.39 charged to DCYF Brighter Futures grant)	Performance by record producer and rapper D-Nice and other vendor costs for HRC's Black 2 SF kickoff event to garner excitement and awareness of HRC's program to house summer interns from Historically Black Colleges and Universities (HBCUs).	December 2023 email from DAVIS to the Dream Keeper Director and SPINGOLA in which she asked him to put a letter she has written on Collective Impact letterhead that said "On behalf of Collective Impact, MegaBlack SF, the San Francisco Human Rights Commission, and the Dream Keeper Initiative … we appreciate D-Nice considering a reduction of his regular performance rate and are prepared to offer $25,000, along with travel and lodging as nonprofit and governmental organizations." SPINGOLA put the letter on letterhead and sent it via email.
June 2024	**$24,000** paid by Collective Impact Wells Fargo checks #6214 and #6250 ($18,000 billed to Collective Impact's OFA grant; $6,000 billed to its HRC "Technical Assistance" grant)	Wine-tasting trip for college-aged Black 2 SF participants. Initially, the trip was to include a food and tech workshop and a VIP brunch in honor of San Francisco politicians, but those did not take place.	Emails between DAVIS and event organizer "Days with Zahrah"; added SPINGOLA to email and wrote "Connecting you with our community partners to move on the HBCU visit to the food and wine event."

Between February of 2021 and June of 2024, DAVIS directed more than $200,000 in Collective Impact funds towards HRC endeavors. DAVIS treated Collective Impact's bank account like it belonged to her department. After directing millions of dollars of City DKI funds to Collective Impact and actively helping to raise funds that went into Collective Impact's bank account, DAVIS then dictated how a portion of that money should be spent – and it was for endeavors related to her own department and/or the outside "projects" that she controlled.

HOMELESS CHILDREN'S NETWORK

DAVIS also had a conflict of interest in four contracts she signed awarding DKI funds to the nonprofit entity Homeless Children's Network ("HCN").

DAVIS signed contracts awarding millions of dollars of Dream Keeper money to Homeless Children's Network

HCN, led by Executive Director #1, received millions of dollars of DKI funds. The following grants to HCN, all signed by DAVIS on behalf of HRC, are relevant to the time frame here:

Date	Amount	Contract
January 1, 2022	$250,000	"Narrative Shift" contract
June 23, 2022	$700,000	Amendment/extension to "Community Innovations mini-grants" contract
December 29, 2022	$375,000	Amendment/extension to "Narrative Shift" contract
November 15, 2022	$750,000	Amendment/extension to "Community Innovations mini-grants" contract

Like Collective Impact, HCN also had Dream Keeper contracts through OEWD and DCYF. To further complicate the relationships, Collective Impact and HCN were also each subcontractors on each other's OEWD grants.

HCN was a subcontractor on Collective Impact's "Educational Pathways" DKI grant from OEWD, discussed previously at pages 12 to 14, and received $150,000 from Collective Impact in fiscal year 2022[30] for "Community Mental Health Services." HCN received the same amount under the same contract for fiscal year 2023. HCN received $100,000 from Collective Impact for "Community Mental Health Services" as a subcontractor on Collective Impact's "Educational Pathways" DKI grant OEWD in fiscal year 2024.

Similarly, Collective Impact was a subcontractor on an HCN Dream Keeper contract. On July 1, 2021, the Director of HCN signed a DKI contract through OEWD for $500,000 for an "Amani Mental Health Training Collaborative." On May 31, 2022, Collective Impact received a $50,000 check from HCN for "Invoice #3642 Amani Mental Health Subcontractor." Collective Impact

[30] The City's fiscal year runs from July 1 to June 30. Fiscal year 2022 began on July 1, 2021 and ended on June 30, 2022.

received a $10,000 check from HCN on May 18, 2023 for "Invoice #3894 for Amani Mental Health Training Prog."

A search warrant served on HCN sought documentation of services provided by Collective Impact pursuant to this subcontractor agreement. The only paperwork provided were invoices for the full amount that cited the contract, nothing that specified any work that was performed.

One of HCN's DKI grants through HRC was nearly identical to Collective Impact's. The purpose was to distribute mini-grants to members of the community. Dozens of emails between DAVIS, SPINGOLA, and Executive Director #1 show that the three of them frequently discussed how to spend both Collective Impact and HCN's grant money and how to distribute the mini-grants. Many of the decisions about who the final mini-grant recipients would be were made by the three of them.

DAVIS's influence over how other organizations spent their money extended beyond Collective Impact.

Homeless Children's Network paid DAVIS's son H.D. nearly $140,000 between October of 2021 and July of 2024, all of which was deposited into an account he held jointly with DAVIS

During the time that DAVIS signed the above contracts with HCN, HCN was paying DAVIS's son H.D. as an independent contractor for research work. He was not a salaried employee at the nonprofit entity.

SFFCU records show that DAVIS and her son H.D. jointly hold two accounts at that bank – a checking account and a linked savings account. It appears based on the transactions that H.D. was the main user of this account, but DAVIS made periodic deposits and transfers into the accounts of varying amounts at different intervals, indicating she likely had to initiate them rather than had automatic transfers or deposits set up. Over a three-year period, DAVIS transferred at least $13,100 of her sole funds into the joint accounts she held with her son.

The following checks from HCN payable to H.D. were deposited into the joint accounts:

Date	Amount	Memo, if any
10/5/2021	$1,100	HCN Research Invoice
10/26/2021	$1,475	HCN Research Invoice
11/10/2021	$225	Research @$50/hr.
11/18/2021	$600	11/1-11/12/2021
12/3/2021	$150	Report: Neighborhood Development Nov 2021
12/16/2021	$1,250	(none)
1/4/2022	$2,100	(none)
1/28/2022	$300	Vendor App: Jan2022
4/19/2022	$12,500	For HCN Research 4/15/2022 for the 2/Pay period
6/27/2022	$12,500	HCN Contract Researcher 06/2022
11/17/2022	$15,000	Invoice 11/15/2022 for Research Update & Annotate
2/27/2023	$15,000	Invoce [sic] for FEbruary [sic] 2023
TOTAL	**$62,200**	

Records received from bill.com pursuant to a search warrant show the following additional payments from Homeless Children's Network to H.D. made via electronic bank transfer.:

Date	Amount
8/28/2023	$20,000
10/16/2023	$20,000
1/30/2024	$10,000
4/3/2024	$17,000
7/5/2024	$10,000
TOTAL	**$77,000**

The total payment from HCN to H.D. in a period of less than three years (October of 2021 through July of 2024) is **$139,200.**[31]

The joint DAVIS/H.D. SFFCU account reflects the deposit of all of these electronic payments, although some have a 1% fee deducted so the amount that arrives in the account is slightly lower than the amount sent via bill.com.

Because the HCN payments were deposited into an account DAVIS jointly owned and controlled, there is probable cause to believe she had a financial conflict of interest in the following four contracts DAVIS signed during the time period of the HCN payments:

- January 1, 2022 contract with Homeless Children's Network ("HRC-DKI-BF-014," $250,000 "Narrative Shift" contract)
- June 23, 2022 contract amendment with Homeless Children's Network ("DKI-CI-002," raising total of mini-grant contract to $700,000)
- December 29, 2022 contract amendment with Homeless Children's Network ("HRC-DKI-BF-014," raising total of "Narrative Shift" contract to $625,000)
- November 15, 2023 contract amendment with Homeless Children's Network ("DKI-CI-002," raising total of mini-grant contract to $2,025,000)

HCN's payments to H.D. are questionable

Pursuant to a search warrant, HCN provided emails, invoices, contracts, and work related to the HCN payments made to H.D. for work as a contract researcher. Upon review of these records, several aspects of his employment stood out. First, all of his communication was directly with the Executive Director of HCN or her assistant rather than someone else on staff. Second,

[31] It is unclear whether or to what extent these payments to H.D. were billed to City grants and reimbursed by the City. While ledgers and electronic financial records suggest these payments were funded with private donations, your affiant spoke to an executive-level staffer at HCN who indicated HCN's accounting was mostly paper-based and electronic records were not reliable. One $150 invoice supporting a payment to H.D. has a handwritten code at the bottom that appears to indicate this payment was billed to a DKI grant through the Department of Public Health. As many City departments did not require receipts, invoices, or other backup to support reimbursement payments for grants, whether the HCN payments to H.D. were paid with City funds cannot be definitively determined through City records.

sometimes a contract covering his work was drawn up after he had already performed the work. Third, HCN asked H.D. to insert a description of work he would perform into contracts rather than dictating what it wanted him to do. And fourth, H.D. often got to set his own pay schedule and price – which ranged from $10,000 for a small project to $40,000 for a two-month research project.

For example, emails between the HCN Executive Director and H.D. show that in January of 2024, he helped her prepare (1) five presentation slides for a panel she was going to be on and (2) answers for questions she could be asked at that presentation. This panel, which was to be moderated by DAVIS, had seven presenters who were each given five minutes for an introduction (during which the HCN Executive Director would use her slide presentation) and two minutes for closing remarks. In between, the audience would ask questions and the seven panelists would have the opportunity to answer them.

Emails in DAVIS's City account corroborate the format and structure of this panel, as well as the HCN Executive Director's participation.

The HCN Executive Director's assistant sent H.D. a contract to sign in which HCN agreed to pay H.D. $10,000 for his work helping the director prepare for this panel. This contract corresponds to the $10,000 payment he received via bill.com on January 30, 2024.

H.D. was also paid by and received gifts from Collective Impact

HCN was not the only local nonprofit entity that received DKI grants that made payments to and on behalf of DAVIS's son, H.D. Collective Impact also paid more than $45,000 to or on behalf of H.D. in 2023 and 2024. However, at the time, H.D. was no longer DAVIS's dependent, and at this time DAVIS had stopped directly signing contracts with Collective Impact, so the payments to and on behalf of H.D. did not create a conflict of interest in any contracts for DAVIS.

Nonetheless, DAVIS's son receiving a total of $185,000 from two nonprofit entities which received millions of dollars in DKI funds with DAVIS's approval certainly creates the appearance of impropriety and unfairness.

Payroll records received via search warrant from a company called Paylocity show that H.D. was on the Collective Impact payroll from February through September of 2023, making $25 per hour and working less than full time. In total, he made $19,474.25 in wages from Collective Impact that year.

The remaining $25,000 Collective Impact paid to or on behalf of H.D. was billed to DKI grants.

In January of 2023, Collective Impact paid H.D. $1,400 for "Rental Support – February 2023" and billed it to the DCYF Brighter Futures grant, according to a ledger provided to the City. Collective Impact Wells Fargo check #5570, payable directly to H.D., was deposited into the SFFCU account he holds jointly with DAVIS. The memo line reads, "DCYF DKBF: Rental Support."

In June of 2023, Collective Impact paid $3,225 to H.D.'s San Francisco landlord and billed it to the DCYF Brighter Futures grant as "Rent Support – H.D." (Wells Fargo check #5743, memo

"H.D. unit #303.") Documents Collective Impact provided to the City show this payment was for back rent owed.

On both May 31, 2023 and June 29, 2023, H.D. received checks for $1,000 from Collective Impact (check ##5724 and 5814) that were deposited into the joint SFFCU account. The memo line on both say they are for "Community Research Focus Group." According to a ledger Collective Impact provided to the City, these checks were for "Community Research Focus Group Participation" and were billed to the OEWD Community Research Institute grant.

H.D. attended UCLA for graduate school from the fall of 2023 through the spring of 2025 and obtained a Master's degree in Library Sciences. Tuition for H.D.'s first year of graduate school at UCLA was paid for, at least in part, by Collective Impact and billed to a City grant.

A ledger Collective Impact provided to the City detailing its Dream Keeper grant expenditures show that between September 18, 2023 and March 28, 2024, Collective Impact made four payments that total $19,070.01 to the University of California, Los Angeles related to tuition for H.D. and all payments were billed to the OEWD Educational Pathways grant. [32]

Records for SPINGOLA's Collective Impact Wells Fargo credit card reflect two of these charges in September of 2023. The only payments ever made to pay off this credit card came from the Collective Impact Wells Fargo checking account.

Bill.com records for Collective Impact obtained via search warrant show that the other two payments in December of 2023 and March of 2024 were made to UCLA via ACH transfer.

According to the ledger Collective Impact provided to the City – and bank records, checks, and bill.com records – Collective Impact paid portions of more than 20 students' tuition at various colleges and universities around the country and billed these payments to the OEWD Educational Pathways grant. However, with the exception of two University of San Francisco students, one of whom was a Collective Impact employee, the tuition assistance payments were around $4,000 or less. It also appears the other recipients were all getting vocational and undergraduate degrees. Collective Impact paid UCLA a total of just over $19,000 for H.D. to attend graduate school and charged it to a City grant.

From February of 2023 through March of 2024, Collective Impact paid more than $45,000 to or on behalf of DAVIS's son, more than $25,000 of which was reimbursed by the City through Dream Keeper grants.

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[32] According to an article in Mission Local published on August 28, 2025, DAVIS "claims she knew nothing about her son's tuition for graduate school at UCLA and didn't sign off on it" when asked about allegations that Collective Impact had paid $19,000 of his tuition with grant funds. On September 28, 2023, she posted a photo of herself and her son on Instagram with the caption, "My favorite son had a #birthday on September 24 and the next day he packed up and left the #bayarea for #losangeles to go to #gradschool #alwaysbemybaby #imissyoualready @thirdurl #loveyou." She did not mention in the Mission Local article how she thought H.D.'s graduate school tuition was being funded.

MISAPPROPRIATION OF PUBLIC FUNDS THROUGH "PROP Q" SPENDING; CONFLICT OF INTEREST IN PJS CONSULTANTS CONTRACTS

Before July 1, 2024, San Francisco's policy on "Delegated Departmental Purchasing Authority" allowed departments to make one-time payments for commodities or general services under $10,000 without going through the Office of Contract Administration ("OCA").[33] This type of payment is known as "Prop Q spending." As the head of the department, Prop Q spending authority belonged to DAVIS.

A review of HRC Prop Q spending under DAVIS from July of 2020 through September of 2024 reveals more than 120 payments of $9,500 to $9,999 – just under the threshold amount. Further, there are many instances where emails show DAVIS requested that vendors split invoices to break up larger payments (that should have had a contract) into smaller payments under the $10,000 limit, which is against City rules.

In September of 2025, the San Francisco Office of the Controller City Services Auditor released a report analyzing HRC's Prop Q spending under DAVIS between July of 2020 and September of 2024. The audit report concluded that more than $1.1 million in HRC Prop Q funds (43% of all spending) were spent on "purchases that are on OCA's list of prohibited items and/or should not be made with public funds."

The report further found that in that same time period, more than $1.3 million in HRC Prop Q purchases (50% of all spending) were "likely ineligible" in that they were excessive or improper, should have been processed under a grant agreement, or "involve funds provided to members of the public for purposes or services not typically performed by HRC employees."

The audit report could not determine eligibility for 4% of HRC's Prop Q spending (nearly $92,000) because of lack of documentation. The report concluded that only $88,000, or 3% of HRC's Prop Q spending, was proper and documented.

DAVIS engaged PJS Consultants for personal work (paid for with City money) and simultaneously signed contracts with it

City records show about 50 payments in Prop Q funds from HRC to "PJS Consultants" from 2017 to 2022 ranging from $125 to $9,500 and totaling more than $114,000. PJS Consultants is a communications and branding consulting company based in Berkeley.

Invoices received from PJS Consultants through a search warrant as well as records received through the City Attorney's Office show that PJS did work on DKI and HRC matters in 2021 and 2022. However, many of the items listed on invoices that were paid by HRC appear personal to DAVIS, such as "Sheryl Davis Website," "Sheryl Podcast Series," and "Executive Brand Development."

[33] On July 1, 2024, this amount was increased to $20,000 (https://www.sf.gov/resource--2022--one-time-purchases-20000-or-less-commodities-and-general-services). All payments by a department are available on the City's DataSF Dashboard.

In response to an inquiry from the City Attorney's Office, Executive Director #2 wrote in an email the exact amounts of hours worked and amount billed to and paid by HRC for DAVIS's personal projects. Executive Director #2 reported the following:

- 42.25 hours spent working on www.sherylevansdavis.org, for a total of $10,337.50
- 5.75 hours spent working on DAVIS's podcast, "Sunday Candy," for a total of $1,437.50
- 16.25 hours spent on projects related to a children's book DAVIS wrote called "Free to Sing," for a total of $4,062.50

Therefore, there is probable cause to believe that DAVIS was misappropriating City funds for her own use or the use of another when she authorized payment of City funds for work on her personal projects.

But not only did DAVIS pay PJS Consultants with Prop Q money and reap a personal benefit, meanwhile she also signed two City contracts on behalf of HRC with the company – one professional services contract for $99,000 on December 8, 2021 and a Dream Keeper grant contract on October 1, 2021 for $350,000 benefiting PJS Consultants using a fiscal sponsor, as it is not a 501(c)(3) and is not eligible to receive a City grant.

On October 1, 2021, DAVIS signed DKI-TA-006, a $350,000 HRC contract with BlackFemaleProject as the fiscal sponsor for PJS Consultants. Executive Director #2 signed the contract on behalf of BlackFemaleProject, as she is its Executive Director. However, she is also the head of PJS Consultants and the person who signed the above-referenced personal services contract. DKI-TA-006 is a "Technical Services" contract in which PJS was supposed to offer communications strategy and management services to "five organizations." Acting as both fiscal sponsor (prime contractor) and subcontractor, Executive Director #2's organizations were able to collect both the base level of the contract plus the 12% fiscal sponsor fee simply to approve and administer payments to themselves. Two of the organizations that received City-funded "communications strategy and management services" pursuant to this DKI grant were Collective Impact and Mo' Magic.[34]

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[34] On December 17, 2021, SPINGOLA received an email from an employee at Black Female Project thanking him for his application to the Dream Keeper Communications Technical Assistance Fellowship. On December 23, 2021, he received an email notifying him that Collective Impact was selected to "participate in the new cohort." On February 8, 2022, a PJS employee emailed SPINGOLA and another Collective Impact employee and told them their primary consultant would be Going Public PR for Collective Impact's "communications strategy plan." Emails show that over the next several months, Going Public worked on suggestions for Collective Impact's website, mission statement, and programming guide. On August 5, 2022, the BlackFemaleProject contract was amended, extending the duration of the contract through June of 2024 and adding $350,000 to the price. It was amended again on August 28, 2023 to add an additional $262,500 without extending the length of the contract. Invoices BlackFemaleProject submitted to the City for payment on this contract show that as late as March and April of 2024, Collective Impact was still receiving several thousands of dollars of free communications and PR work from PJS Consultants and its subcontractors. One of the other five spots in the Dream Keeper Communications Technical Assistance Fellowship cohort was gifted to Mo' Magic, which operated under the auspices of Collective Impact even though its employees were paid by the Public Defender. Invoices and work product suggest Mo' Magic was give similar services to Collective Impact, despite having shared finances and operations.
Records received from Discover pursuant to a search warrant show that in 2020 and 2021, DAVIS made monthly donations of $100 to BlackFemaleProject using her Discover credit card.

According to invoices, between June 9, 2021 and December 3, 2021, right around the time she signed those contracts, PJS was paid $3,625 in HRC funds for work on DAVIS's personal projects.

Because DAVIS had received personal communications work worth several thousands of dollars in the months before she signed the contracts, DAVIS had a financial conflict of interest in the contracts she signed on behalf of HRC with PJS Consultants and BlackFemaleProject as fiscal sponsor for PJS Consultants.

DAVIS misappropriated HRC funds for: other PR and personal endeavors, more than $100,000 worth of sponsorships and galas, payments for only one person, payments to and on behalf of a MegaBlack Fellow employed by Collective Impact

1. Public relations

There is also probable cause to believe DAVIS misappropriated public money for other personal public relations work. For example, in 2022, she entered into a contract with Going Public PR with the following Scope of Work:

> **Communications**
>
> - Define objectives, priorities, success, audiences, and measurements for key initiatives.
> - Steer narrative tied to audiences and create awareness for key initiatives.
>
> **Media**
> - Due diligence around targeted press and media outlets to increase visibility of Sheryl Davis and key initiatives.
> - Pitch opportunities for speaking engagements (virtual and in-person events), as well as podcasts to position Sheryl Davis as a thought leader.
>
> **Strategic Partnerships**
> - Garner the attention of potential partners and collaborators to formalize key partnerships.

According to the contract DAVIS signed as the "Client" with Going Public PR in an individual capacity, the contract was for six months of PR work and was to be billed "per the following distributions: $12,500 billed to Collective Impact, $10,000 billed to Japanese Community Youth Council,[35] $9,500 billed to San Francisco Humans Rights Commission and $3,000 billed to Client, for executing communication strategies and advisement around Client and its activations."

[35] The Japanese Community Youth Council ("JCYC") is the primary nonprofit entity that works with HRC on the Opportunities For All program.

On August 2, 2022, Going Public PR sent DAVIS an email that indicated the only entity that had paid them so far was JCYC. City records show that HRC then paid Going Public PR $9,500 on August 9, 2022 with Prop Q funds. Records obtained via search warrant from bill.com show that Collective Impact paid Going Public PR $12,500 on August 25, 2022.

On November 16, 2022, DAVIS forwarded the $3,000 invoice – the one with her name on it that the contract stated she ("Client") was responsible for paying – to an HRC employee and wrote, "please process this invoice." On December 6, 2022, HRC Prop Q funds made the $3,000 payment.

On October 3, 2023, three separate HRC Prop Q payments of $9,000 each were paid to Going Public PR for invoices that stated they were billed to "Sheryl Evans Davis" for "Comms and Outreach."

DAVIS used Prop Q funds to pay for multiple other PR firms. There was at least $6,000 paid by HRC to Varner PR to promote DAVIS's children's book and associated learning kits. DAVIS also paid a Texas-based firm called Sincerely Nicole. Sincerely Nicole received $35,000 in HRC Prop Q payments between June and October of 2023 – each payment was under $10,000.[36]

DAVIS paid $11,000 in HRC Prop Q funds to GPS Speakers for speaker fees for her personal podcast, Sunday Candy. When a $12,000 balance was still due, she sent the invoices to Collective Impact to make the rest of the payment.

2. Sponsorships, VIP events, galas

DAVIS also used Prop Q funds to sponsor a table at galas and events, to pay for other types of sponsorships, or to purchase admission to "VIP"-type events costing thousands of dollars. Often these payments were for $9,500 – just under the Prop Q threshold. According to the Controller's audit report, sponsorships should be funded through a mechanism other than a single payment through Prop Q. More importantly, the Controller's audit report points out that where these sponsorships are supporting another organization and are not (1) supporting HRC's operations, or (2) benefitting the general public, then they are an improper use of Prop Q funds.

As the following expenses do not appear to be for departmental business nor for public benefit, there is probable cause to believe DAVIS misappropriated City funds for her own use or the use of another when she authorized such payments.

For example, on May 23, 2023, HRC spent $5,000 of Prop Q funds for a Silver Level Sponsorship at the Special Needs Network's Annual Pink Pump Affair Gala.[37] According to

[36] On July 5, 2023, Sincerely Nicole sent HRC an invoice for $15,500; DAVIS wrote in an email to HRC staff, "Can you see if Collective Impact can pay this amount"; that same day, according to bill.com records, Collective Impact paid Sincerely Nicole $15,500.

[37] The email DAVIS received promoting the event noted that Los Angeles Mayor Karen Bass would be in attendance and described the event as a fundraiser for the Center for Autism and Developmental Disorders.

emails between representatives of this organization and DAVIS, which she also forwarded to SPINGOLA, this event was at the Beverly Hilton Hotel in Beverly Hills, CA on May 21, 2023.

Records indicate DAVIS attended this event; Collective Impact reimbursed her for a $400-roundtrip flight to Los Angeles for that day and paid her back for $200 in Uber rides while she was there.

On December 13, 2022, HRC paid $9,500 in Prop Q funds to the Equal Justice Society which was noted in City records as an "Anniversary Gala Sponsorship."

On April 11, 2023, HRC paid $5,000 in Prop Q funds to Atlas Strategy Group for "KAIROS: Mayors & The Movement; VIP Reception for 2 Guests."

On July 3, 2023, HRC paid $9,500 in Prop Q funds to Plan of Action for Challenging Times, Inc.[38] ("PACT") for a "60th Anniversary Sponsorship." Again on December 12, 2023, HRC used Prop Q funds for PACT's "60th Anniversary Sponsorship" – this time $5,500.

On January 30, 2024, HRC paid $8,000 in Prop Q funds to First Repair for a sponsorship of its 2023 symposium, which was an awards dinner and town hall in Evanston, IL.

HRC made six payments totaling $51,500 to the National Summer Learning Association[39] using Prop Q funds in 2024:

1. $9,500 on February 27, 2024 for "2024 Summer Planning Boot Camp Sponsorship – Invoice #NSLA 0140-3"
2. $5,000 on February 27, 2024 for "2024 Summer Planning Boot Camp Sponsorship – Invoice #NSLA 0140-4"
3. $9,000 on May 28, 2024 for a "Reserved VIP table" for 10 at the National Summer Learning Summit to be held November 11 to 13
4. $9,000 on May 28, 2024 for registration for 10 "grantees" and two "admin" to attend that summit
5. $9,500 on July 2, 2024 for "2024 Underwriter of NSLA Professional Summer Learning Community – Installment #1"
6. $9,500 on August 6, 2024 for "2024 Underwriter of NSLA Professional Summer Learning Community – Installment #2."

On March 12, 2024, HRC paid $5,000 in Prop Q funds to sponsor a table for a luncheon called "Inspiring Women of the San Francisco Bay Area."[40]

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[38] According to its website, PACT "educates and supports low-income, first generation, and underrepresented high school students in the college access process." (https://www.pactinc.org)

[39] According to its website, this organization "works to ensure all of America's students, regardless of background, income, or zip code, can access and benefit from a high-quality summer learning experience every year." (https://www.summerlearning.org/about-nsla/) The "Summer Planning Bootcamp" is for "[a]nyone who works with youth during the summer months or cares about summer learning." (https://www.summerlearning.org/events/summer-planning-bootcamp/)

[40] Photographs from this event show that DAVIS attended and then-Mayor London Breed was honored. (https://drewaltizer.com/event/21635-the-san-francisco-examiner-inspiring-women-luncheon-nob-hill-gazette/)

On June 18, 2024, HRC paid $3,000 of Prop Q funds to the Emil K. Wilbekin Foundation for "Sponsorship of Native Sons Event Table." According to emails between the event organizer, DAVIS, and SPINGOLA, this was an awards ceremony in New York City on June 12, 2024 to celebrate "Black, Queer Excellence." DAVIS indicated in an email on June 4, 2024 that she would like to support the event and that she would try to send staff members to attend.

City reimbursement records show that two HRC employees did attend the event. One was reimbursed $620.07 in HRC funds for baggage fees, ground transportation, and meals at the City's standard reimbursement rate. The other employee received $1,336.39 in reimbursements from HRC funds for a hotel for two nights, meals, and transportation to and from airports.[41]

On July 9, 2024, HRC paid $5,000 of Prop Q funds to the Collective Education Fund for a "2024 Platinum Level Sponsorship" of the Black Leadership Summit in Washington, DC.

3. Payments for the benefit of one person only and payments to former employees

DAVIS used Prop Q funds to make rent payments for an individual and to pay for a community member's funeral. According to the Controller's audit report, even if well-intentioned, without supporting documentation to certify these were for a public purpose and were necessary for City business, such payments "are essentially gifts of taxpayer money" and not a proper Prop Q one-time payment.

Payments in excess of the Prop Q limit for professional services must be obtained through a competitive solicitation process, according to City rules. DAVIS paid former employees more than $10,000 for them to continue to do work for the Department using Prop Q funds.

As these payments are outside the scope of allowable Prop Q purposes, there is probable cause to believe the following payments constitute misappropriation of public moneys for DAVIS's own use or the use of another.

In June of 2023, DAVIS began correspondence with a property manager at an apartment complex in Mission Bay. The property manager sent DAVIS a ledger showing several months of unpaid rent for an individual who lived in a unit at the apartment complex; the total owed was more than $18,000.

"Thanks for this," DAVIS wrote to the property manager, then asked if he could send an invoice. "It can be pretty simple for $9500 for rent? If not can see if my colleague [HRC employee #3] can create one."

The property manager wrote that he could not send an invoice, but instead prepared a letter addressed to the tenant that stated the total balance due as of June 29, 2023 was $18,329.37.

On July 3, 2023, the property manager emailed DAVIS and said, "I'm reaching out in response to a check I just received from your office in the amount of $16,096.00 (Check #513066). There is no information on the check that specifying who these funds are for. As a result, before

[41] It is also possible the City paid for their flights; employee flights are directly arranged and paid for rather than paid by the employee and reimbursed.

processing, I just wanted to confirm that this was indeed for [tenant's] account." DAVIS responded, "That is correct."

HRC Prop Q records show that DAVIS had this payment processed as two Prop Q payments categorized as "Rental Agreement for [Redacted San Francisco Address]" – one for $9,393.37 and the other for $6,702.63. Emails show that an HRC employee created two invoices in these below-Prop-Q-threshold-amounts, which DAVIS approved for payment.

The fact these rent payments are supported with fictitious invoices created by an HRC employee strongly suggests these payments were not made as part of HRC's regular business or for benefit of the general public.

On December 28, 2001, according to HRC Prop Q records, a payment of $7,973.12 was made to C.P. Bannon Mortuary in Oakland for funeral services for a deceased community member on behalf of her family members. While emails show DAVIS directed Collective Impact to pay for several community members' funerals, this is the only funeral HRC paid for with Prop Q funds, indicating this was not a regular HRC business expense. While paying for a funeral is a thoughtful gesture that benefits those who knew the deceased, it does not benefit the general public.

Former HRC Manager worked in the department's Office of Racial Equity from 2017 to 2021. After Former HRC Manager left City employment, DAVIS paid her through Prop Q funds. Former HRC Manager received 20 payments between October 6, 2021 and September 6, 2022, each between $2,850 and $9,800 (with more than half of the payments over $8,000). The total amount of Prop Q payments to Former HRC Manager was $151,250 over a period of 11 months.

DAVIS also used Prop Q funds to indirectly pay another former employee. After extended medical leave, this employee resigned on August 5, 2022. Three days later, on August 8, 2022, the former employee sent DAVIS an invoice for $9,500 and a W-9. DAVIS then directed her staff on how to budget the expense. On August 16, 2022, a nonprofit entity received $9,500 in Prop Q funds for "Community Outreach and Engagement."[42] The recently separated employee was the Executive Director of that nonprofit entity. The same organization received another Prop Q payment of $9,500 for the same noted purpose two months later on October 4, 2022.

4. <u>Payments to and on behalf of a MegaBlack Fellow employed by Nonprofit Entity #1 and Collective Impact</u>

DAVIS used Prop Q funds to make payments to and to pay for travel for a person who blurred the lines between HRC, Collective Impact, and MegaBlack. This person was A.P.

On September 8, 2023, DAVIS forwarded an invoice for $9,999 from A.P. to SPINGOLA and another Collective Impact employee. She wrote, "Can you process?" HRC ended up paying A.P.

[42] Email records indicate "Community Outreach and Engagement" may have consisted of posting DKI ads on the HRC employee's non-profit website. The discussion of the actual work to be done came *after* the initial $9,500 had been invoiced and paid out.

a Prop Q payment of $9,999 – one dollar under the allowable amount – on September 19, 2023. According to Prop Q records, this was for "Consultation and strategic planning meetings."

On September 10, 2023, DAVIS shared a Google document with SPINGOLA called "AP Projects." Emails in mid-September between A.P., SPINGOLA, the Executive Director of Nonprofit Entity #1, S.L.B. (the DKI director), and DAVIS show that A.P. was helping them with a party hosted by DAVIS, HRC, and MegaBlack at the Congressional Black Caucus in Washington, DC. A.P. was working on an invitation and coordinating with event planners. On referral from A.P., HRC spent $17,500 in Prop Q funds for an event planner for a three-hour reception at the event.[43]

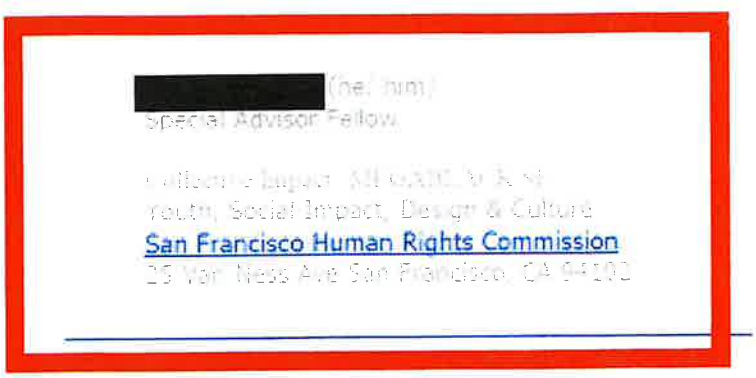
In October of 2023, A.P. was hired for the "2023-2024 MegaBlack SF Social Impact and Change Fellowship – Black Culture, Art, Design, and Fashion." DAVIS, SPINGOLA, and the Executive Director of Nonprofit Entity #1 were all included on the email offering him the job. According to his offer letter, which was on letterhead for Nonprofit Entity #1 and was emailed from the Director of Nonprofit Entity #1, the base salary was $100,000 for the year, and A.P. was to get medical, dental, and vision insurance, as well as paid time off, through Nonprofit Entity #1.

However, Bill.com records show that Collective Impact paid Nonprofit Entity #1 four payments of $25,000 each between December of 2023 and August of 2024. Bill.com records describe these payments as "MegaBlack SF Social Impact Fellowship."

HRC used Prop Q funds to pay for $2,000 worth of travel for A.P. in December of 2023 and January of 2024. Meanwhile, Collective Impact also paid for hotel stays and flights for A.P. during his fellowship. Some of DAVIS's reimbursement checks from Collective Impact included hotel rooms she had paid for on behalf of A.P.

In August of 2024, HRC paid $6,829.20 in Prop Q funds to the InterContinental Hotel in San Francisco for A.P.'s four-week-long stay.

A.P.'s email used an @megablacksf.org address. However, his email signature lists his title as "Special Advisor Fellow," and underneath his name it lists Collective Impact, MegaBlack SF, and the San Francisco Human Rights Commission. The physical address in his email signature is the address for HRC.


[redacted] (he/him)
Special Advisor Fellow

[illegible]
Youth, Social Impact, Design & Culture
San Francisco Human Rights Commission
25 Van Ness Ave San Francisco, CA 94102

[43] Collective Impact paid the balance of $10,000 to the event planning agency.

As the head of a City department, DAVIS was entrusted with receipt, safekeeping, transfer, and disbursement of public moneys. She had authority to spend Prop Q funds on her own initiative, without having to get approval from the Office of Contracts Administration, within limits set forth by the City.

Based on DAVIS's use of HRC's Prop Q funds for personal public relations, sponsorships unrelated to department business or for public benefit, payments for the benefit of or on behalf of only one person, payments to former employees, and travel payments for a Fellow on outside payroll, there is probable cause to believe she misappropriated public money for her own use or the use of another.

PERJURY AND GIFTS FROM A RESTRICTED SOURCE

In the City and County of San Francisco, every elected official and public employee who makes or influences government decisions is required to file a yearly Statement of Economic Interest known as a "Form 700." These disclosures provide information to the public about an official's personal financial interests, such as other sources of income, investments, and gifts received. Section 3.1-280 of the San Francisco Campaign and Governmental Conduct Code designates the Department Head of the Human Rights Commission a "category 1" filer.[44]

At a minimum, a Form 700 is one page – a cover page containing basic information about the filer, their governmental role, and the time period covered. A red box on the cover page contains checkboxes where the filer can indicate if they have no reportable financial interests, or if they do, whether they are investments, real property, income, gifts, or travel payments. Each different type of financial interest has a different form ("schedule") that needs to be filled out and attached to the cover page. A space in the red box asks the filer how many pages total they are submitting.

4. Schedule Summary (must complete) ► ***Total number of pages including this cover page:*** ______

Schedules attached

☐ **Schedule A-1** - *Investments* – schedule attached
☐ **Schedule A-2** - *Investments* – schedule attached
☐ **Schedule B** - *Real Property* – schedule attached
☐ **Schedule C** - *Income, Loans, & Business Positions* – schedule attached
☐ **Schedule D** - *Income – Gifts* – schedule attached
☐ **Schedule E** - *Income – Gifts – Travel Payments* – schedule attached

-or-

☐ ***None*** - *No reportable interests on any schedule*

In recent years, a Form 700 can be signed and filed electronically. At the bottom of the cover page, just above the electronic signature and date line, is the following text:

[44] "Disclosure Category 1. Persons in this category shall disclose income (including gifts) from any source, interest in real property, investments, and all business positions in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management." San Fran. Camp. and Gov. Conduct Code sec. 3.1-107. Section 3.1-109 further places DAVIS in Category 1, as she was HRC's Delegated Departmental Purchase Initiator or Approver pursuant to Prop Q.

"I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document. I certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct."

City officers and employees who are required to file a Form 700 are also required to complete yearly ethics training in accordance with San Francisco Campaign and Governmental Conduct Code section 3.205 and California Government Code section 53235. City officers must complete the ethics training and electronically file an Ethics Training Declaration Form by April 1 of each year. The Form 700 is also due by April 1 of each year.

As the Executive Director of the Human Rights Commission, DAVIS was required to complete the ethics training and file the Ethics Training Declaration Form and a Form 700 each year.[45]

The most recent Ethics Training Declaration Form on file for DAVIS is from April 1, 2021.

On April 1, 2021, DAVIS also filed her Form 700 covering the 2020 calendar year, and she claimed she had no reportable interests. She attached no schedules to the cover sheet. She did not disclose having received any gifts or outside sources of income.

On April 19, 2022, DAVIS filed her Form 700 covering the 2021 calendar year, and she claimed she had no reportable interests. She attached no schedules to the cover sheet. She did not disclose having received any gifts or outside sources of income.

On April 23, 2023, DAVIS filed her Form 700 covering the 2022 calendar year. That year, she submitted a "Schedule C: Income, Loans, & Business Positions (Other than Gifts and Travel Payments)" page. She disclosed receiving a salary from the University of San Francisco ("USF") for teaching.

Rather than ask the exact amount received, the form has check boxes for monetary ranges. DAVIS checked the box indicating she received between $1,001 and $10,000 from USF. She also disclosed receiving an Honorarium from the Boston Foundation. She checked the box that this was worth between $500 and $1,000.

However, DAVIS did not disclose any gifts, travel payments, or reimbursements for the 2022 calendar year on her April 23, 2023 Form 700. She did not list any of the following gifts or travel-related expenses from 2022, either paid for directly by Collective Impact or paid by DAVIS and reimbursed by Collective Impact, which are all supported by receipts, reimbursement forms, checks,[46] emails, and/or accounting records:

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[45] San Francisco Campaign and Governmental Conduct Code section 3.1-103(b)(1).

[46] Collective Impact Wells Fargo check number 5453, dated December 6, 2022, is payable to DAVIS and signed by SPINGOLA. The check is for $6,003.59 and was deposited into DAVIS's personal account at SFFCU. The memo on the check is "Reimbursement – OFA Development." A reimbursement form and receipts located in DAVIS's HRC/Gmail show a Collective Impact reimbursement form that corresponds to this check and shows it is for the above-listed travel expenses. According to a ledger provided by Collective Impact's accounting company Bookr pursuant to a search warrant, some of these expenses are categorized as being funded by "Crankstart: OFA Grant."

1. $940.81 in flights – Washington, DC to Houston, where she stayed for four days at the end of October of 2022,[47] then a flight from Houston to Louisville
2. $450 worth of Uber rides (more than $130 in San Francisco, nearly $300 in Washington, DC in late October, and $17 in Chicago)
3. $2,000.85 for a stay at the Virgin Hotel in New Orleans from June 30, 2022 to July 2, 2022
4. $1,000 in reimbursement for a $2,040.37 stay at the Jefferson Hotel in Washington, DC from September 28, 2022 to October 2, 2022
5. $12,500 to Going Public PR on a contract to "position Sheryl Davis as a thought leader"

There is probable cause to believe that when DAVIS signed her April 23, 2023 Form 700, certifying that "to the best of my knowledge the information contained herein and in any attached schedules is true and complete," she made a willfully false statement and committed perjury in violation of Penal Code section 118.

On April 3, 2024, DAVIS filed her Form 700 covering the 2023 calendar year. On the Schedule C, she disclosed receiving a salary from USF for teaching. She checked the box indicating the amount was between $1,001 and $10,000. DAVIS reported income from BookBaby for the sale of her book, checking the box that the amount was between $10,001 and $100,000.

In her April 2024 filing, DAVIS for the first time submitted a "Schedule E: Income – Gifts, Travel Payments, Advances, and Reimbursements" page. This form asks for the name of the source, whether it was a gift or income, the dates, the destination for gifts of travel, and has two options to check: (1) "Made a Speech/Participated in a Panel"; or (2) "Other – Provide Description."

Davis disclosed four gifts in the April, 2024 Form 700. First, she listed 16 individual donors as giving $500 each, "c/o Jewish Community Relations Council of San Francisco," for a trip in May of 2023 to Israel which DAVIS described as "project and partnership, learning."[48]

DAVIS reported three other gifts associated with travel on her April 2024 Schedule E, all from the donor "Crankstart." In fact, all travel she reported as paid for by Crankstart was actually paid by Collective Impact, she underreported the costs that were paid for on each trip, and she failed to report travel expenses that Collective Impact covered for at least five other trips in 2023.

The first trip DAVIS reported on her April 3, 2024 Form 700 was actually from October of 2022, although she received reimbursement for the trip in 2023. She disclosed that she "Made a

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According to its website, the Crankstart Foundation is a San Francisco-based foundation that gives out grants. Emails sent to both DAVIS at her work email and SPINGOLA at his Collective Impact address (obtained via search warrant) shows that Opportunities For All ("OFA") received a $175,000 grant from Crankstart on October 10, 2022 and an $87,500 grant on September 30, 2023 for "general support." OFA is an HRC program in which Collective Impact participates; the Crankstart money was sent to the Collective Impact Wells Fargo account.

[47] Charges to his personal credit card indicate SPINGOLA was in Houston those same days.

[48] On July 3, 2023, two months after the Israel trip, HRC made a Prop Q payment of $9,500 to the Jewish Community Relations Council of San Francisco for "Community engagement, racial equity, and collaboration."

Speech/Participated in a Panel" in Washington, DC from "10/21/22 – 10/26/21" (sic). On the line that says "AMT: $___," DAVIS put 1,214.00.

However, records provided by Collective Impact in response to a search warrant show that on December 15, 2022, DAVIS submitted a reimbursement request ("Requested by: Sheryl Davis") that SPINGOLA approved that corresponded to several receipts for a trip to Washington, DC from October 21 to October 25 of 2022. The total reimbursement sought was $2,077.99. Collective Impact Wells Fargo check number 5510, dated January 9, 2023, for $2,077.99 and payable to DAVIS, was deposited into DAVIS's personal account at SFFCU. The memo line says "Reimbursement – OFA Development."

The receipts attached to the reimbursement request are for a $2,010.48 hotel stay at the Grand Hyatt Washington (although DAVIS only sought a $1,000 reimbursement for the hotel), a $100 cab ride, $92.56 for supplies at Michaels, and four restaurant charges: lunch at Old Ebbitt Grill for $264.84 and another charge there an hour later for $60.56, a meal at her hotel for $113.70, and a dinner at Founding Farmers for $446.33.

Further, in response to a request from the City Attorney's Office for records of reimbursements to DAVIS, Collective Impact provided a "Collective Impact Check Request Form" dated July 7, 2023 that says "Requested by: Sheryl Davis" but is not signed by anyone from Collective Impact. It lists five travel-related expenses, including "Flight to DC and additional costs" for $1,214.00. The total reimbursement request is $2,951.29.

Collective Impact Wells Fargo check 5844 for $2951.29, dated June 30, 2023, payable to DAVIS and signed by SPINGOLA, was deposited via mobile deposit into SPINGOLA's personal Bank of America account on July 13, 2023. The memo line states "Reimbursement – United Airlines."

It appears DAVIS was reimbursed by Collective Impact $1,214.00 for her "flight to DC and additional costs" – the amount she reported on her Form 700 – but that she was also reimbursed $2,077.99 by Collective Impact for a hotel, cab, supplies, and meals on the same trip, which she did not report.

The second trip DAVIS disclosed on her April 3, 2024 Form 700 was for $200 from Crankstart for "workshop and meetings" in New York City for June 11 to June 14, 2023. Receipts and reimbursement forms provided by Collective Impact in response to a search warrant show that Collective Impact paid DAVIS back for $410.59 worth of Uber rides in New York on those dates.

The third trip DAVIS reported on her April 3, 2024 Form 700 was for a trip to Chicago valued at $870 from Crankstart for a speech or panel. The dates she listed were April 13 to 16, 2023. In fact, records show she was reimbursed by Collective Impact for $75.22 in Uber rides in Chicago on those dates and $1,364.80 for her flight.

DAVIS's April 2024 Form 700, in which she was supposed to disclose all gifts received in 2023, did not list any of the following travel-related expenses from 2023 either paid for directly by Collective Impact or paid by DAVIS and reimbursed by Collective Impact, which are all supported by receipts, reimbursement forms, checks, emails, and/or accounting records:

1. $372.80 roundtrip flight to Los Angeles on February 22, 2023
2. $986.80 in flight upgrades for Palm Springs flights on April 28, 2023
3. $401.10 roundtrip flight to Los Angeles on May 21, 2023
4. $201.86 in Uber rides on the May 21 L.A. trip
5. $441.58 in Uber rides in San Francisco and Berkeley in June of 2023
6. $16,319.15 for a house rental on Martha's Vineyard during a conference (Collective Impact paid, although DAVIS's name was on the lease; while others also stayed there, she should have disclosed pro-rated lodging costs as a gift)[49]
7. $1,687.50 to "Nathans Luxlifestyle" for transportation around Martha's Vineyard

DAVIS's April 2024 Form 700, in which she was supposed to disclose all gifts received in 2023, did not list any of the following other personal projects Collective Impact paid for on her behalf, which are all supported by receipts, emails, invoices, and/or accounting records:

1. $9,786.07 to BookBaby for the publication of the children's book DAVIS wrote and to purchase copies of the book (DAVIS made a profit off the sale of the books, which she did disclose)
2. $7,800 over two payments to an illustrator who illustrated DAVIS's book, although the illustrator was not credited in the final version. $3,900 of this was billed to Collective Impact's DCYF Brighter Futures grant
3. $7,200 to a different illustrator who provided the initial drawings for DAVIS's book; she decided not to use them and instead called this an "Everybody Reads Literacy Project"
4. $1,400 for a booth at the BOOST conference in Palm Springs, where DAVIS promoted her book and podcast[50]
5. $392.99 to FedEx to mail t-shirts to DAVIS in Palm Springs for the BOOST event
6. $5,000 to the R&B singer Goapele for DAVIS's book launch party[51]
7. $28,000 or more in merchandise kits related to DAVIS's book (which she also sold, earning a profit – see below for more information)
8. $12,000 to GPS Speakers for DAVIS's podcast, Sunday Candy

[49] Collective Impact paid $50,000 for this conference, $25,000 each for two sponsorships – one for HRC and one for Collective Impact – that gave each organization eight seats and "curation of TWO Salon Meals/Meetings," according to an email from the organizer. HRC paid for the rental of another house as well as airline tickets for several HRC employees to attend the event.

[50] Posts from February 20, 2023 from both DAVIS's personal Instagram account (@sheryldavissf) and her "Sunday Candy" Instagram account (@sundaycandypodcast) advertised her appearance at the BOOST conference to promote her book and podcast. DAVIS also paid a videographer to document her booth in an unlisted Youtube video https://www.youtube.com/watch?v=TTxRTUJZahY

[51] Collective Impact paid Goapele $27,000 for performances in January of 2023; she performed at an HRC Martin Luther King, Jr. event. However, the invoice shows $5,000 of the total was for a separate performance at the book launch.

Book tie-in merchandise kit Collective Impact ordered from a small events and crafts company in Texas owned by DAVIS's two half-sisters. Kit contained a puzzle, crayons, a coloring book, stickers, a wooden mask, and a wooden microphone.[52]

DAVIS disclosed that she received income from the sale of her book, but she did not disclose that Collective Impact paid for the printing of the book. She disclosed that she was gifted some travel in 2023, but she omitted thousands of dollars of flights, transportation, and lodging. She failed to list Collective Impact as the source of any gift, despite the fact that it paid for tens of thousands of dollars of travel and services that directly benefitted her.

There is probable cause to believe that when DAVIS signed her April 3, 2024 Form 700, certifying that "to the best of my knowledge the information contained herein and in any attached schedules is true and complete," she made a willfully false statement and committed perjury in violation of Penal Code section 118.

On October 16, 2024, DAVIS filed a "leaving office" Form 700 covering calendar year 2024. On her Schedule C, she disclosed receiving a salary from USF for teaching. She checked the box indicating the amount was between $1,001 and $10,000. She disclosed salary in the amount of $10,001 to $100,000 from the Institute for Race, Power, and Political Economy. She disclosed sales from BookBaby in the amount of $1,001 to $10,000.

Davis listed only two items in her Schedule E on the October 16, 2024 Form 700.

[52] As of September of 2024, Rudi's Girls, the company owned by two of DAVIS's half sisters, was selling these "learning boxes" online for $100 each. DAVIS sold the boxes at the BOOST conference in 2023; in an email to SPINGOLA, one half-sister in Texas, and a half-sister in San Francisco (who runs the Opportunities for All program), DAVIS forwarded a message about exhibition options from BOOST organizers and wrote, "If we sell 30 kits at $50 that will make the money back and maybe I could sell 100 books? That would help with branding and get the word out."

First, DAVIS indicated she "Made a Speech/Participated in a Panel" in Atlanta from March 10 to March 14, 2024. She declared the value of the gift to be $2,100 and listed the source as "Silicon Valley Foundation, My Brother's Keeper Initiative Funding."

For the second item, DAVIS checked the "Income" box rather than "Gift," she checked both the "Made a Speech/Participated in a Panel" box and the "Other – Provide Description" box, and she wrote "Reimbursement." The source was "Silicon Valley Foundation, My Brother's Keeper Initiative Funding" and the amount was $1,200.

DAVIS's October 2024 Form 700, in which she was supposed to disclose all gifts received in 2024 up to that date, did not list any of the following travel-related expenses from 2024 either paid for directly by Collective Impact or paid by DAVIS and reimbursed by Collective Impact, which are all supported by receipts, reimbursement forms, emails, checks, and/or accounting records:

1. $1,867.35 at the Hilton Las Vegas Strip, in which both she and SPINGOLA stayed during Super Bowl weekend[53]
2. $448.07 flight from SFO to Newark on February 20, 2024, then from Newark to Raleigh on February 23, 2024
3. $675.20 roundtrip flight to Washington, DC from April 9 to April 11, 2024 (this includes a $175 "premium cabin upgrade")
4. $421.12 in Uber rides in Atlanta and New York in February and March of 2024

There is probable cause to believe that when DAVIS signed her October 16, 2024 Form 700, certifying that "to the best of my knowledge the information contained herein and in any attached schedules is true and complete," she made a willfully false statement and committed perjury in violation of Penal Code section 118.

DAVIS was prohibited from receiving any gifts from Collective Impact because it did business with her department

San Francisco's Campaign and Governmental Conduct Code prohibits an officer or employee of the City and County from accepting a gift from a person or an entity that does business with their department, which includes being a party to contracts with the department. Collective Impact had the following active contracts with HRC between 2022 and 2024:

- HRC-DKI-NS-003-CI, "Narrative Shift" contract with Collective Impact as the fiscal sponsor for Both Sides of the Conversation (original contract December 15, 2021; first amendment and extension October 5, 2022; second amendment and extension August 28, 2023 bringing the total amount to $900,000)
- "RFQ-88, Opportunities For All" (April 5, 2024 contract for $1,500,000)[54]

[53] According to an email, this was for a "Hip Hop Architecture Camp" sponsored by HRC and MegaBlack at the Las Vegas Public Library; 40 kids attended and they received Chromebooks.
[54] This is not a Dream Keeper contract, but it is nonetheless a contract between Collective Impact and HRC; emails show DAVIS was active in Opportunities For All on almost a daily basis.

- "RFQ-86, Cultural Wealth" (May 8, 2024 contract for $1,000,000)[55]
- HRC-DKI-004, "Technical Assistance" (April 1, 2022 contract; amended on July 1, 2023 bringing the total amount to $506,250)
- HRC-DKI-001 "Mini-Grants" (with amendments, contract was in effect from July 1, 2021 through June 30, 2024 for a total amount of $2,025,000)

Therefore, there is probable cause to believe that DAVIS violated San Francisco Campaign and Governmental Conduct Code section 3.216 when she accepted the above-described gifts from Collective Impact between 2022 and 2024 while Collective Impact was a party to contracts with HRC.[56]

FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT DECISION

As discussed above, DAVIS worked with the San Francisco Public Library ("SFPL") on a summer reading program called Everybody Reads. The program put together a summer reading activity book and guide, recommended culturally relevant books, and hosted reading workshops, often in collaboration with Collective Impact and/or Mo' Magic. Everybody Reads also provided hundreds of summer kits to children that Collective Impact distributed.

On January 13, 2023, the day after DAVIS's book launch party, Library employee #1 sent an email to DAVIS congratulating her on her book. The email further stated, "SFPL would like to add *Free to Sing* to our collection and Everybody Reads order. For the collection, we can probably order 30 copies with Friends funding. Any chance you have hardcover copies available? Paperbacks will get ratty quickly. If not, what's the best way to purchase available copies? For Everybody Reads, we need to use one of our City vendors which are Ingram, Baker & Taylor and Children's Plus Inc. … Please let me know if I can offer more support on getting copies into the libraries and into the Everybody Reads kits."

DAVIS replied on January 14, 2023, "I have reached out to Ingram. I will get back to you about the hard covers."

On January 26 and 27, 2023, DAVIS engaged in a series of emails with a "publishing specialist" at BookBaby, the self-publishing company DAVIS used to make her book. The subject line was "how does wholesale work?" DAVIS's questions to the publishing specialist concerned how she could make her book available for purchase through Ingram.

BookBaby provided records pursuant to a search warrant.

BookBaby provided the report for outside sales – that is, books ordered through another vendor that it then printed[57] – for March of 2023. This report shows 28 copies of *Free to Sing* were sold

[55] Also not a Dream Keeper contract.

[56] Section 3.216 of the San Francisco Campaign and Governmental Conduct code was amended by the Voters on March 5, 2024 with the passage of Proposition D. One of the changes is that a City officer or employee may not solicit or accept a gift from a restricted source for any of their family members. This law became operational on October 12, 2024.

[57] As opposed to when Collective Impact purchased copies of the book directly from BookBaby.

on Amazon that month for a total sales value of $253.17. It also shows that 1,500 copies of *Free to Sing* were sold through Ingram Books Co. on March 16, 2023 for $10,876.12.

BookBaby also provided records of proceeds paid out to DAVIS for the sale of her book. These records indicate DAVIS was paid through PayPal. BookBaby records show a payout to DAVIS for sales of her book on July 10, 2023 of $9,058.92. PayPal records verify that DAVIS received a "mass pay payment" from BookBaby on July 10, 2023 in the amount of $9,058.92.

According to the BookBaby records, the July 10 payout includes proceeds of book sales from February through July of 2023. One of the listed payments is for $5,254.10 on July 5, 2023. According to information provided by BookBaby, this is the date the outside sales for the month of March 2023 posted. Therefore, this $5,254.10 encompasses DAVIS's earnings from the 1,528 books sold via an outside vendor in March, which was almost entirely the order of 1,500 books through Ingram.

An email sent from Library employee #1 to SPINGOLA, DAVIS, another library employee, and the Mo' Magic director on May 31, 2023 discussed the delivery of the "Everybody Reads Kits" from the Main Library to the Ella Hill Hutch Community Center, where Collective Impact was located. The email stated there were 1,500 kits.

There is probable cause to believe DAVIS participated or sought to influence a government decision in which she had a financial interest when she "reached out to Ingram" and discussed making her book available through Ingram – an approved City vendor – to assist the San Francisco Public Library with its decision to use library funds to purchase DAVIS's book.

REQUEST FOR ARREST WARRANTS

Based on the information in this affidavit and based upon my training and experience, it appears that there is reasonable and probable cause to believe that SHERYL EVANS DAVIS committed violations of the following crimes:

- 13 Counts of Violating Government Code section 1090(a) (financial conflict of interest in a government contract on a total of $9,269,000 worth of City and County of San Francisco contracts)
  1. July 1, 2021 contract with Collective Impact ("HRC-DKI-001," $575,000 mini-grant contract)
  2. June 24, 2022 contract amendment with Collective Impact ("HRC-DKI-001," raising total of mini-grant contract to $1,275,000)
  3. December 15, 2021 contract with Collective Impact ("HRC-DKI-001-CI," $150,000 "Narrative Shift" contract with Collective Impact acting as fiscal sponsor for Both Sides of the Conversation)
  4. April 1, 2022 contract with Collective Impact (HRC-DKI-TA-004," $225,000 "Technical Assistance" contract)
  5. May 7, 2021 DCYF DKI Brighter Futures contract with Collective Impact ($1,350,000 add-on to existing contracts)

6. July 1, 2021 OWED DKI "Educational Pathways" $1,170,000 contract with Collective Impact
7. July 1, 2021 OWED DKI "Community Research Institute" $2,000,000 contract with Collective Impact
8. January 1, 2022 contract with Homeless Children's Network ("HRC-DKI-BF-014," $250,000 "Narrative Shift" contract)
9. June 23, 2022 contract amendment with Homeless Children's Network ("DKI-CI-002," raising total of mini-grant contract to $700,000)
10. December 29, 2022 contract amendment with Homeless Children's Network ("HRC-DKI-BF-014," raising total of "Narrative Shift" contract to $625,000)
11. November 15, 2023 contract amendment with Homeless Children's Network ("DKI-CI-002," raising total of mini-grant contract to $2,025,000)
12. October 1, 2021 Dream Keeper contract BlackFemaleProject as the fiscal sponsor for PJS Consultants ("Hrc-DKI-TA-006," $350,000 Technical Assistance" contract)
13. December 8, 2021 Personal Services contract with PJS Consultants for $99,000

- 1 Count of Violating Penal Code section 424(a)(1) (misappropriation of public money)
- 3 Counts of Violating Penal Code section 118(a) (perjury by certification)
    1. April 23, 2023 (Form 700 for calendar year 2022)
    2. April 3, 2024 (Form 700 for calendar year 2023)
    3. October 16, 2024 ("leaving office" Form 700)
- 1 Count of Violating San Francisco Campaign and Governmental Conduct Code section 3.216(b) (accepting a gift from a restricted source)
- 1 Count of Violating San Francisco Campaign and Governmental Conduct Code section 3.206(a) (financial conflict of interest in a government decision)

Based on the information in this affidavit and based upon my training and experience, it appears that there is reasonable and probable cause to believe that JAMES SPINGOLA committed violations of the following crimes:

- 4 Counts of Violating Government Code section 1090(b) (aiding and abetting a financial conflict of interest in a government contract)
    1. July 1, 2021 contract with Collective Impact ("HRC-DKI-001," $575,000 mini-grant contract)
    2. June 24, 2022 contract amendment with Collective Impact ("HRC-DKI-001," raising total of mini-grant contract to $1,275,000)
    3. December 15, 2021 contract with Collective Impact ("HRC-DKI-001-CI," $150,000 "Narrative Shift" contract with Collective Impact acting as fiscal sponsor for Both Sides of the Conversation)
    4. April 1, 2022 contract with Collective Impact (HRC-DKI-TA-004," $225,000 "Technical Assistance" contract)

The District Attorney has issued, and I have signed, a Complaint charging SHERYL EVANS DAVIS and JAMES SPINGOLA with these offenses, and the signed Complaint is presented with this affidavit to the Court.

Because this affidavit is being submitted for the limited purpose of establishing probable cause, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary and applicable to establish the appropriate foundation for seeking an arrest warrant. I have not purposely omitted any fact(s) that undermine or are contrary to the opinions and conclusions set forth herein.

I declare under penalty of perjury under the laws of the State of California that the entirety of the foregoing is true and correct to the best of my knowledge and belief.

WHEREFORE, your affiant requests that an arrest warrant be issued, based upon the above facts, for SHERYL EVANS DAVIS and JAMES SPINGOLA.

Hung LeDang, Inspector Star #35

3/26/2026

Date

Subscribed and sworn before me on this 25 day of March, 2026 in the City and County of San Francisco, California.

Judge of the Superior Court

City and County of San Francisco

Judge Braden C. Woods

EXHIBIT 2

2979984

FILED
in the office of the Secretary of State
of the State of California
APR 2 6 2007

ARTICLES OF INCORPORATION
OF
HEFFERNAN YOUTH SERVICES, INC.,
A California Nonprofit Public Benefit Corporation

I

The name of the corporation is **Heffernan Youth Services, Inc.**

II

A. This corporation is a nonprofit **PUBLIC BENEFIT CORPORATION** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purpose of this corporation shall be to provide services to disadvantaged adolescent youth who are at risk in the community and who would benefit from services including but not limited to, education, therapeutic services, residential care and to assist disadvantaged youth to successfully transition into adulthood as a productive member of society, and to carry on other charitable and educational activities associated with this goal as allowed by law.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Kathleen Keating Lind
Attorney at Law
1801 North California Blvd., Suite 103 B
Walnut Creek, CA 94596

IV

A. This corporation is organized exclusively for charitable and educational purposes within the meaning of 501(c)(3), Internal Revenue Code.

B. Despite any other provision in these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law, or (b) a corporation, contributions to which are deductible under Internal Revenue Code section 170(c)(2) or the corresponding provision of any future United States internal revenue law.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a non profit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), internal Revenue Code.

Kathleen Keating Lind, Incorporator

EXHIBIT 3

A0673091

NCP

FILED
in the office of the Secretary of State
of the State of California

FEB 14 2008

2977984

RESTATED ARTICLES OF INCORPORATION

OF

HEFFERNAN YOUTH SERVICES, INC.

The undersigned, F. Michael Heffernan and Emily LoSavio, certify that:

1. They are the President and Secretary, respectively, of HEFFERNAN YOUTH SERVICES, INC., a California nonprofit public benefit corporation (the "Corporation").

2. The Articles of Incorporation of the Corporation are amended and restated to read as follows:

I

"The name of this corporation is COLLECTIVE IMPACT (the "Corporation").

II

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes.

III

The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Internal Revenue Code Section 501(c)(3).

Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations, including, but without limitation thereon, to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income there from or distribute the same for the above purposes.

IV

Notwithstanding any other provisions of these Articles, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on by a corporation (a) exempt from federal income tax under Internal Revenue Code Section 501(c)(3), or (b) to which contributions are deductible under Internal Revenue Code Section 170(c)(2).

V

The properties and assets of this Corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, upon dissolution or otherwise, shall inure to the benefit of any director, trustee, or officer of this Corporation or to any private person or individual.

VI

Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed exclusively for charitable purposes to one or more organizations which are then organized and operated exclusively for charitable purposes meeting the requirements for exemption provided by Section 214 of the California Revenue and Taxation Code and which have established their tax exempt status under Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2) and under Section 23701(d) of the California Revenue and Taxation Code, or the corresponding section of any future federal or California tax law (each, a "Qualified Organization"), as determined by the Board of Directors of the Corporation. Any of such assets not so distributed shall be distributed exclusively for the aforesaid purposes of the Corporation to such Qualified Organizations as shall be determined by the Superior Court in the county in which the principal office of the Corporation is located.

VII

No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.

VIII

The Corporation shall not have any members as defined in Section 5056 of the California Corporations Code. References to "members" are to the Board of Directors as provided in Section 5310 of the California Corporations Code. Each director shall be entitled to one vote. The method of selection of the directors shall be set forth in the Bylaws of the Corporation.

IX

All references in these Articles to sections of the Internal Revenue Code shall be deemed to be references to the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any similar law subsequently enacted. All references in these Articles to sections of the California Revenue and Taxation Code shall be deemed to be references to said Code and to the corresponding provisions of any similar law subsequently enacted."

3. The foregoing amendment to and restatement of the Articles of Incorporation have been duly approved by the Board of Directors of the Corporation in accordance with Section 5812 of the California Corporations Code.

4. The Corporation has no members.

5. The foregoing amendment to and restatement of the Corporation's Articles of Incorporation may be adopted by approval of the Corporation's Board of Directors alone because the Corporation has no members and its Articles of Incorporation do not require approval by any other person of said amendment.

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: February 4, 2008

F. Michael Heffernan, President

Emily LoSavio, Secretary

EXHIBIT 4

BA20250483150

B3590-2624 04/08/2025 4:53 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CA NONPROFIT CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: BA20250483150
Date Filed: 3/6/2025

Entity Details

Corporation Name	COLLECTIVE IMPACT
Entity No.	2979984
Formed In	CALIFORNIA

Street Address of California Principal Office of Corporation

Street Address of California Office	None

Mailing Address of Corporation

Mailing Address	PO BOX 156853 SAN FRANCISCO, CA 94115
Attention	

Officers

Officer Name	Officer Address	Position(s)
PUNEET SHAH	1050 MCALLISTER STREET SAN FRANCISCO, CA 94115	Chief Executive Officer
JESSIE STUART	1050 McAllister Street San Francisco, CA 94115	Chief Financial Officer
+ EMILY JONAS	1050 MCALLISTER ST APT. SAN FRANCISCO, CA 94115	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Agent for Service of Process

Agent Name	JAMES SPINGOLA
Agent Address	1050 MCALLISTER STREET SAN FRANCISCO, CA 94115

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Tiara Napolitano — Signature

03/06/2025 — Date

EXHIBIT 5

Compendium of Grant Agreements Signed by James Spingola as Executive Director of Collective Impact

Date	Contract ID	Document Title	Funding Increase Amount
July 1, 2019	1000016354	ADM Project Level Grant	$7,500
November 11, 2019	1000016653	HRC Technical Assistance and Youth Leadership Training Grant	$150,000
January 6, 2020	1000009749	Second Amendment to DCYF Project Level Grant	$869,800
March 30, 2020	1000017703	HRC COVID-19 Food Distribution Grant	$225,000
April 15, 2020	1000017703	First Amendment to HRC COVID-19 Food Distribution Grant	$75,000
July 10, 2020	1000017703	Second Amendment to HRC COVID-19 Food Distribution Grant	$63,518
July 16, 2020	1000019706	ADM Project Level Grant	$20,000
January 1, 2021	1000020133	OEWD Job Readiness Services Grant	$220,000
July 1, 2021	1000023534	HRC DKI Community Innovations Mini-Grants Grant	$575,000
July 1, 2021	1000023608	OEWD DKI Community Research Grant	$2,000,000
July 1, 2021	1000023609	OEWD DKI Educational Pathways Grant	$1,170,000
July 1, 2021	1000029916	OEWD Young Adult Job Center Grant	$1,320,000
July 1, 2021	1000023008	MOHCD Access to Opportunity Grant	$250.000
August 9, 2021	1000012920	Second Amendment to DCYF Teen Services Grant	$1,418,181
August 9, 2021	1000009423	First Amendment to DCYF Magic Zone's Comprehensive Grant	$2,883,738
December 15, 2021	1000026502	HRC DKI Narrative Shift Grant	$150,000
February 10, 2022	1000012920	Third Amendment to DCYF Teen Services Grant	$2,650,000
April 1, 2022	1000024913	HRC DKI Technical Assistance Grant	$225,000
June 24, 2022	1000023534	First Amendment to HRC DKI Community Innovations Grant	$700,000
July 14, 2022	1000009423	Second Amendment to DCYF Magic Zone's Comprehensive Grant	$4,390,406
September 1, 2022	1000029916	First Amendment to OEWD Young Adult Job Center Grant	$100,000

Compendium of Grant Agreements Signed by James Spingola
as Executive Director of Collective Impact

Date	**Contract ID**	**Document Title**	**Funding Increase Amount**
October 5, 2022	1000026502	First Amendment to HRC DKI Narrative Shift Grant	$350,000
March 24, 2023	1000009749	Third Amendment to DCYF Project Level Grant	$413,612
July 1, 2023	1000029916	Second Amendment to OEWD Young Adult Job Center Grant	$1,520,000
July 21, 2023	1000009749	Fourth Amendment to DCYF Project Level Grant	$0
July 21, 2023	1000024913	First Amendment to HRC DKI Technical Assistance Grant	$256,250
August 28, 2023	1000026502	Second Amendment to HRC DKI Narrative Shift Grant	$400,000
September 15, 2023	1000023534	Second Amendment to HRC DKI Community Innovations Grant	$750,000
September 18, 2023	1000031058	MOHCD Access to Opportunity Grant	$227,842
October 1, 2023	1000023608	First Amendment to OEWD DKI Community Research Grant	$2,275,000
November 1, 2023	1000023609	First Amendment to OEWD DKI Educational Pathways Grant	$1,020,000
April 1, 2024	1000023609	Second Amendment to OEWD DKI Educational Pathways Grant	$150,000
April 5, 2024	1000032486	HRC Opportunities for All Grant	$1,500,000
May 8, 2024	1000033000	HRC DKI Cultural Wealth Grant	$1,000,000
June 3, 2024	1000031058	First Amendment to MOHCD Access to Opportunities Grant	$450,000
			$29,775,847

EXHIBIT 6

CHAPTER 28:

ADMINISTRATIVE DEBARMENT PROCEDURE

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)

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)

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)

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) an order, decision, verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's intentional or willful violation of any civil or criminal law or regulation governing wages or unfair labor practices, including, but not limited to, violations under California Labor Code sections 98.1, 1771.1 and 1775, San Francisco Labor and Employment Code Articles 11, 21, 111, and Section 1.4, and 29 U.S.C. § 158(a); (8) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (9) 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; Ord. 217-23, File No. 230705, App. 11/3/2023, Eff. 12/4/2023)

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)

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)

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)

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)

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)

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 tt[1] Official, 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) [1] 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[1] Official 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.

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. [1] 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.

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[1] 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.

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)

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)

PROOF OF SERVICE

I, ERIC WALL, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Seventh Floor, San Francisco, CA 94102.

On August 5, 2026, I served the following document(s) pursuant to San Francisco Administrative Code section 28.5:

ORDER OF SUSPENSION BY THE CITY ATTORNEY UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28

on the following persons at the locations specified:

James Spingola 33 Vista Verde Court San Francisco, CA 94131 Email: jamesspinsf@gmail.com ***Via Certified Mail and Electronic Mail***	Dr. Sheryl Evans Davis 33 Vista Verde Court San Francisco, CA 94131 Email: sherylevansdavis@gmail.com ***Via Certified Mail and Electronic Mail***
Collective Impact C/O Nina Smallwood Interim Executive Director P.O. Box 156853 San Francisco, CA 94115 Email: nina@collectiveimpact.org ***Via Certified Mail and Electronic Mail***	Yvonne Meré Office of City Attorney David Chiu City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: yvonne.mere@sfcityatty.org ***Via Electronic Mail***
Greg Wagner Controller City and County of San Francisco City Hall, Room 316 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: greg.wagner@sfgov.org ***Via Electronic Mail***	Carmen Chu, City Administrator City and County of San Francisco City Hall, Room 362 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: carmen.chu@sfgov.org ***Via Electronic Mail***

in the manner indicated below:

☒ **BY CERTIFIED MAIL**: Following ordinary business practices, I sealed true and correct copies of the above document(s) in an addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. I caused each such envelope, with certified mail postage thereon fully prepaid, to be sealed and placed in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection and mailing to the address(es) on the date indicated, with return receipt requested.

☒ **BY ELECTRONIC MAIL:** I caused the documents to be sent to the person(s) at the electronic service address(es) listed above. Such document(s) were transmitted *via* electronic mail from the electronic address: **eric.wall@sfcityatty.org** ☒ in portable document format ("PDF").

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on August 5, 2026, at San Francisco, California.

ERIC WALL