

**OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO**

In the Matter of COLLECTIVE
IMPACT, a California Non-Profit
Corporation

**Findings, Decision, and Order of
Debarment**

Filing Date: March 20, 2025
Hearing Date(s): August 18-19 & 22, 2025;
September 12, 2025
Hearing Officer: Hon. Andrea D. McGary

DECISION

Summary

Pursuant to San Francisco Administrative Code, Chapter 28, Hearing Officer Andrea D. McGary, as appointed and authorized by the Office of the Controller of the City and County of San Francisco, enters Findings and a Decision on Charging Official San Francisco City Attorney David Chiu's March 20, 2025 *Suspension Order And Counts And Allegations Seeking Debarment Under San Francisco Administrative Code Chapter 28* as to Appellant Collective Impact, a California non-profit corporation, subject to the findings of fact, conclusions of law, and ordering paragraphs of this decision.

1. Factual Background & Procedural History

Pursuant to San Francisco Administrative Code, Chapter 28,¹, the Office of the San Francisco City Attorney David Chiu (SF City Attorney or Charging

¹ San Francisco Administrative Code, Chapter 28 *Administrative Debarment Procedure* proscribes the standard procedures for the prosecution, determination, and implementation of administrative debarments of Contractors who have failed to deal with the City and County of San Francisco in good faith and proscribes the due process measures required for exclusion of a Contractor from participation in the City's public contracting process.

Official) initiated debarment proceedings against Collective Impact, a California non-profit corporation by filing *Suspension Order And Counts And Allegations Seeking Debarment Under San Francisco Administrative Code Chapter 28* with the Office of The Controller, City and County of San Francisco (SF Controller) on March 20, 2025.

Collective Impact, a community-based organization, is a non-profit public benefit corporation organized under the laws of the State of California under California Secretary of State Entity No. 2979984 since 2007 (Collective Impact or Appellant). Located in San Francisco, California, Collective Impact is also an Internal Revenue Service 501(c)(3) tax exempt organization.² Collective Impact d/b/a “Magic Zone,” “Mo’MAGIC,” and the “Ella Hutch Community Center”³ supports and operates programs serving children, youth, families, and underserved communities in and around the Filmore and Western Edition

² See Charging Official Exhibit B-2 at 34 [Form 990 (2015): Collective Impact *Return of Organization Exempt From Income Tax for the Year Beginning July 1, 2015 and Ending June 30, 2016* dated February 1, 2017].

³ See Charging Official Exhibit B-78 at 1296 [Form 990 (2022): Collective Impact *Return of Organization Exempt From Income Tax for the Year Beginning July 1, 2022 and Ending June 30, 2023*]; Schedule O (Form 990) *Supplemental Information To Form 990 and 990-EZ* (2022):

Programs - Collective Impact

Core Program Areas.

The “Magic Zone” provides comprehensive after school and summer programming for low income and/or at risk youth, k – 12, as well as workforce development for transitional age youth, 18 –26.

“Mo’ MAGIC” is a collaborative of organizations and community members who regularly convene to address issues facing children, youth and their families in the Western Addition of San Francisco.

The Ella Hill Hutch Community Center, which houses the Magic Zone program, provides healthy snack, free lunch (summer only), tennis classes, Zumba, and open gym at no cost. Additionally, the center hosts health fairs and a yearly backpack giveaway.

(Capitalization changed to sentence case.)

neighborhoods in San Francisco, two historically Black and African American Neighborhoods.⁴

Collective Impact is the Appellant in this debarment proceeding and a recipient of multiple grants from City & County of San Francisco (SF City) agencies, including but not limited to, the Department of Children, Youth and Families (DCYF), the Human Rights Commission (HRC), the Office of Economic and Workforce Development (OEWD), and the Mayor's Office of Housing and Community Development (MOHCD).

Acting as the Charging Official⁵ in this debarment proceeding, the SF City Attorney alleges "willful misconduct"⁶ by Collective Impact related to its spending, disbursement, and reimbursement claims tied to DCYF, HRC, OEWD, and MOHCD grants funds and the March 20, 2025 *Suspension Order And Counts And Allegations Seeking Debarment Under San Francisco Administrative Code Chapter 28* (Charging Document) asserts five (5) Debarment Grounds, summarily:

- Ground 1: Alleged Violation of Municipal Code for Alleged Prohibited Gifts to HRC Employees;⁷

⁴ See Charging Official Exhibit B-43 at 794 [*Collective Impact Employee Handbook April 2021*].

⁵ SF Admin. Code, Section 28.1 defines "Charging Official" as:

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.

Emphasis added.

⁶ See Charging Document at 3,10, 12-13, 15, 17-27.

⁷ See Charging Document (Ground 1) at p. 11.

- Ground 2: Alleged Violations of Campaign and Governmental Conduct Code Based on Allegations of Bribery and Aiding and Abetting Conflicts of Interest of a Government Official;⁸
- Ground 3: Alleged False Claim for Ineligible Expenses for Conference Attendance;⁹
- Ground 4: Alleged Improper Invoicing For Ineligible Expenses Under Terms Of Grant;¹⁰ and
- Ground 5: Alleged Unlawful Payments to City Employees in Violation of Campaign and Government Conduct Code.¹¹

As detailed more fully in the discussion section hereinbelow, in support of the five (5) Debarment Grounds, the Charging Document asserts sixty-five (65) Counts of “willful misconduct” against Appellant Collective Impact,¹² and cites to San Francisco Administrative Code Section 28.3(a)(2),¹³ Section (a)(5),¹⁴ and

⁸ See Charging Document (Ground 2) at p. 13.

⁹ See Charging Document (Ground 3) at p. 15.

¹⁰ See Charging Document (Ground 4) at p. 17.

¹¹ See Charging Document (Ground 5) at p. 25.

¹² See Charging Document at 11-13 (Ground 1/Counts 1-11). See also Charging Document at pp. 13-15 (Ground 2/Counts 12-15). See also Charging Document at pp. 15-17 (Ground 3/Count 16). See also Charging Document at pp.17- (Ground 4/Counts 57-65)

¹³ San Francisco Administrative Code Section 28.3 (a)(2): “[F]ailure to comply with the terms of a contract or with provisions of the Municipal Code[.]”

¹⁴ San Francisco Administrative Code Section 28.3(a)(5): “[S]ubmission 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[.]”

Section (a)(8)¹⁵ definitions of “willful misconduct” in support of the debarment grounds and counts asserted.¹⁶

In response to the Charging Document, on March 26, 2025, Collective Impact submitted a timely request for hearing pursuant to San Francisco Administrative Code Chapter 28, Section 28.6.¹⁷ Collective Impact contests the Grounds and Counts alleged in the Charging Document and asserts that the Charging Document 1) contains factual errors and 2) lacks context, that 3) no willful misconduct occurred, and 4) debarment is not proper under Chapter 28 of the San Francisco Administrative Code in light of the circumstances of the case.¹⁸

¹⁵ San Francisco Administrative Code Section 28.3(a)(8): “[C]ollusion in obtaining award of any City contract or grant, or payment or approval thereunder[.]”

¹⁶ On November 25, 2020, Administrative Code, Chapter 28, was amended to address:

[A] Contractor’s prohibited provision of gifts or money to a public official as an express ground for debarment and revising debarment procedures; to amend the definition of “Contractor” by expressly including grant applicants and grantees in the defined term; and to add provisions authorizing suspension of a Contractor from participating in the procurement process for entering into City contracts or applying for grants if the Contractor is the subject of a criminal or civil charge brought by a government agency against the Contractor alleging that the Contractor committed a 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, including but not limited to the grounds for debarment set forth in Chapter 28.

(City and County of San Francisco Board of Supervisors, Legislation Details, File No. 20096, Version, Enactment 239-20).

¹⁷ See Letter from James Spingola, Executive Director, Collective Impact to Eric Wall, Office of City Attorney David Chiu, dated March 26, 2025 (*Subject: Request For Hearing and Contact Information*).

¹⁸ See *Collective Impact Pre-Hearing Statement* (August 11, 2025) at pp. 1, 5, 6 (footnote 1), 19, 33-34, 37-38, and 40.

On April 10, 2025, the SF Controller appointed Andrea D. McGary as the Hearing Officer in these debarment proceedings. The original debarment hearing dates were set for June 2-3, 2025, with pre-hearing filings due on May 23, 2025.¹⁹ On May 8, 2025 Charging Official SF City Attorney and Appellant Collective Impact jointly requested to continue the original hearing and pre-hearing filing dates and proposed to reset the hearing dates to June 30, 2025 through July 1, 2025, with pre-hearing filings due on June 24, 2025. The matter was taken under submission pending review of resource availability for the requested dates.

On May 16, 2025, pursuant to Hearing Officer Ruling on Charging Official and Appellant's joint request to continue deadlines, the original June 2-3, 2025 hearing dates and the May 23, 2025 pre-hearing filing deadline were vacated.²⁰ Hearing Officer McGary also issued a short temporary stay of proceeding pending receipt of a revised joint stipulation as to the Party joint waiver of the 120-day hearing deadlines proscribed by San Francisco Administrative Code Chapter 28, Section 28.9²¹ and final confirmations regarding hearing date availability.

¹⁹ See April 18, 2025 SF Controller Notice of Pre-Hearing Filings Schedule and Hearing Date.

²⁰ See Joint Stipulation To Continue Debarment Hearing and Pre-Hearing Filings Deadline (May 16, 2025)

²¹ SF Admin Code Ch. 28, Section 28.9(a) (*Pre-Hearing Procedure*) provides in pertinent part:

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). 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

(*Emphasis added.*)

On June 10, 2025, a tentative ruling granting the Parties joint request to continue, conditioned on receipt of their joint waiver of the Section 28.9(a) hearing deadlines, was issued and set deadlines and dates for 1) Joint Hearing Readiness Statements (August 4, 2025), Pre-Hearing Filings (August 11, 2025), and 3) Hearing (August 18-19, 2025).²²

Pursuant to a one (1) day extension granted by Hearing Officer McGary, Charging Official SF City Attorney and Appellant Collective Impact's *Joint Hearing Readiness Statement* were filed on August 5, 2025. Appellant also requested an opportunity to file *motions in limine*,²³ in advance of the August 18, 2025 first day of hearings. On August 8, 2025, Appellant's request was granted and deadlines for *motions in limine* were set for August 11, 2025, with oppositions due on August 15, 2025.²⁴ Collective Impact's *motions in limine* and pre-hearing filings, inclusive of exhibit and witness lists, were timely filed on August 11, 2025.²⁵ Appellant filed an errata to its August 11, 2025 witness list on August 13,

²² Stipulations to waive the Section 28.9(a) 120 day debarment hearing commencement requirements to accommodate Charging Official and Appellant's requests to continue hearing and pre-hearing filing dates were received by the SF Controller on June 11, 2025 and June 12, 2025, respectively.

²³ A *motion in limine* is also known as a motion to exclude or include evidence and is heard in advance of a hearing or trial.

²⁴

²⁵ See *Collective Impact's Pre-Hearing Statement*, including motions in limine, proposed exhibit list, and proposed witness list (August 11, 2025).

2025 but included a witness not previously disclosed in its original pre-hearing filings.²⁶

SF City Attorney's pre-hearing filings were timely filed on August 11, 2025.²⁷ On August 15, 2025, Charging Official timely opposed Appellant's *motions in limine* but the opposition incorporated a late-filed *motion in limine*, without leave of the Hearing Officer.²⁸

Prior to commencement of the first day of hearing, at the Parties request, a Prehearing conference was held on August 18, 2025 to review the parties August 5, 2025 Joint Hearing Readiness Statement, August 11, 2025 Appellant's motions in limine, August 15, 2025 Charging Official's motions in limine, order of presentation of evidence at hearing, Hearing Officer expectations at hearing, scheduling projections for Hearing Day 1, and other 'housekeeping' matters.²⁹

The Debarment Hearing in this proceedings was a multi-day session hearing which commenced on August 18, 2025 and continued day to day on August 19, 2025, August 22, 2025, and September 12, 2025, respectively. During

²⁶ See *Collective Impact's Notice Of Errata Re Witness List* (August 13, 2025). An *errata* is a correction to a previously filed document. The previously undisclosed witness was not allowed to testify in this debarment proceeding.

²⁷ See *Charging Official's Prehearing Statement*, including proposed exhibit list and proposed witness list (August 11, 2025).

²⁸ See *Charging Official's Opposition To Collective Impact's Omnibus Motions In Limine*, including late filed motions in limine (August 15, 2025).

²⁹ August 18, 2025 (9:00 am)

the hearing sessions, the Parties presented oral openings statements,³⁰ documentary evidence was entered into the record,³¹ witnesses testified,³² and closing statements were made.³³

³⁰ Hearing Day 1, August 18, 2025 (Remote).

³¹ Charging Official Exhibits A.1, A.2, A.3, A.4., B.1, B.2, B.3, B.4, B.8, B.9, B.10, B.11, B.13, B.14, B.15, B.16, B.17, B.18, B.19, B.20, B.21, B.22, B.23, B.24, B.25, B.26, B.27, B.28, B.29, B.30, B.31, B.32, B.33, B.34, B.35, B.40, B.41, B.42, B.43, B.44, B.46, B.48, B.49, B.50, B.51, B.52, B.53, B.56, B.57, B.58, B.59, B.60, B.61, B.62, B.63, B.64, B.65, B.66, B.68, B.69, B.70, B.71, B.72, B.73, B.75, B.76, B.77, B.78, B.79, B.80, B.81, B.82, B.83, B.85, B.86, B.87, B.88, B.89, B.90, B.91, B.92, B.93, B.94, B.95, B.96, and B.97.

Collective Impact Trial Exhibit Nos. 14, 15, 19, 20, 21, 23, 24, 25, 29, 39, 40, 59, 69, 70, 72, 73, 74, 79, 80, 81, 82, 88, 92, 102, 103, 104, 106, 107, 108, 109, 110, 117, 118, 119, 125, 131, 132, 137, 139, 143, 152, 154, 157, 158, 161, 162, 163, 164, 165, 166, 187, 188, 189, 190, 192, 194, 205, 206, 207, 208, 209, 210, 211, 215, 228, 231, 238, 240, 241, and 242.

³² Charging Official Witness Testimony:

- 1) Mark Min, Chief Executive Officer, Cityspan Technologies (Hearing Day 1);
- 2) Amanda Sobrepena, City Services Auditor, Office of the Controller for the City and County of San Francisco (Hearing Day 1-3); and
- 3) Maureen Robinson, Senior Investigator, Office of the City Attorney for the City and County of San Francisco (Hearing Day 3).

Collective Impact Witness Testimony:

- 1) Virginia Marshall, Retired Educator, San Francisco Unified School System (Hearing Day 3);
- 2) Nina Smallwood, Interim Office Manager and Workforce Development Manager, Collective Impact (Hearing Day 4); and
- 3) Risa Keeper, Finance and Asset Management Sector ; April 2025 new member of the Board of Directors for Collective Impact (Hearing Day 4).

³³ Hearing Day 4, September 12, 2025 (Remote).

During the August 19, 2025 second day of hearing, Appellant made an oral motion to strike Ground 4/Count 18³⁴ of the Charging Document for failure to exhaust administrative remedies. The oral motion to strike was taken under submission pending written briefing by the Parties. The matter was fully briefed on August 22, 2025,³⁵ August 26, 2025,³⁶ and August 28, 2025³⁷ respectively. Appellant's motion was granted on September 12, 2025 and Ground 4/Count 18 at Page 18, Lines 1-8³⁸ of the Charging Document was dismissed without prejudice, on the record during Hearing Day 4.

During the August 22, 2025 third day of hearing, Charging Official made an oral motion to dismiss Count 9 (*Payment to HRC Employee 1*),³⁹ Count 57

³⁴

³⁵ See *Collective Impact's Motion To Dismiss Count 18 For Failure To Exhaust Administrative Remedies* (August 22, 2025).

³⁶ See *Charging Official's Opposition To Collective Impact's Motion To Dismiss Count 18* (August 26, 2025).

³⁷ See *Reply In Support of Motion To Dismiss Count 18 For Failure To Exhaust Administrative Remedies* (August 28, 2025).

³⁸ Ground 4/Count 18 Disputed Allegation: Stipend payment for Henry Davis's tuition billed to an OEWD Educational Pathways grant.

³⁹ Ground 1/Count 9 Disputed Allegation: *On or about August 31, 2022, Collective Impact paid HRC EMPLOYEE 1 a stipend of \$200. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8).* See Charging Document at 13:9-11.

(*Payment to PD Employee 1*),⁴⁰ Count 60 (*Payment to PD Employee 2*),⁴¹ and Count 63 (*Payment to PD Employee 3*).⁴² Appellant did not object to the subject motion to dismiss. The matter was taken under submission and the Parties were ordered to file a written motion for entry of order on stipulation to dismiss Counts 9, 57, 60, and 63. A proposed written order to dismiss Counts 9, 57, 60 and 63 was received by the SF Controller from Charging Official's Counsel Wade Chow, Esq. on August 22, 2025. *Assigned Hearing Officer's Order On Motion To Dismiss Charging Official Debarment Counts 9, 57, 60 And 63 Against Appellant Collective Impact* was entered on September 10, 2025.

Oral rulings in this proceeding granted Appellant and Charging Official requests for summation briefing. In additional oral rulings, Hearing Officer McGary ordered the Parties to submit proposed findings of fact and proposed conclusions of law as well as serve Appellant and the SF Controller's Office with copies of previously unexchanged visual and illustrative aids utilized and

⁴⁰ Ground 5/Count 57 Disputed Allegation: *On or about August 31, 2022, Collective Impact paid PD EMPLOYEE 1 \$1,000 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8). See Charging Document at 26:1-4.*

⁴¹ Ground 5/Count 60 Disputed Allegation: *On or about August 31, 2022, Collective Impact paid PD EMPLOYEE 2 \$1,000 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8). See Charging Document at 26:13-16.*

⁴² Ground 5/Count 63 Disputed Allegation: *On or about August 31, 2022, Collective Impact paid PD EMPLOYEE 3 \$1,000 for performing their regular City job duties. This is willful misconduct under San Francisco Administrative Code § 28.3(a)(8). See Charging Document at 26:25-28.*

published by the Charging Official during its September 12, 2025 closing statements. The visuals and illustrative aids were transmitted to the SF Controller's Office on September 15, 2025.

Summation briefs, proposed findings, and proposed conclusions of law were timely received by the SF Controller from Charging Official SF City Attorney⁴³ and Appellant Collective Impact⁴⁴ on September 24, 2025.⁴⁵

2. Submission Date

This record of this debarment matter was submitted for decision on September 24, 2025 following the SF Controller's receipt of 1) *Collective Impacts Post-Hearing Summation Brief* and 2) *Charging Official Summation Brief*.

3. Jurisdiction

Under the San Francisco Administrative Code Chapter 28, "Debarment" is defined as:

[T]he 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."⁴⁶

⁴³ See *Collective Impact's Post-Hearing Brief*; *Collective Impact's Proposed Findings of Fact*; and *Collective Impact's Proposed Conclusions of Law* (September 24, 2025).

⁴⁴ See *Charging Official's Brief*; *Charging Official's Proposed Findings of Fact*; and *Charging Official's Proposed Conclusions of Law* (September 24, 2025).

⁴⁵ See *Collective Impact*

⁴⁶ SF Admin. Code, Ch. 28, Section 28.1.

This Code governs the findings, order of debarment, and other relief sought by Charging Official SF City Attorney against Appellant Collective Impact in its March 20, 2025 Charging Order.

Section 28.0(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

4. Amount In Controversy

The amount in controversy in this proceeding is approximately one hundred and twenty-thousand dollars (\$120,000) payments and expense reimbursements posted to Appellant Collective Impact's ledgers between 2021 and 2023.⁴⁷

5. Burden of Proof & Standard of Proof

The burden proof refers to which Party has the responsibility to prove their claim or affirmative defense in a specific proceeding. The standard of proof is the degree or level of proof required to establish a claim or affirmative defense in a specific proceeding. SF Admin Ch.8 Debarment hearings are administrative

⁴⁷ See Charging Official Exhibits 52, 57, 58, 62, 63, 65, 66, 75, 77, 80, 82, 84, 85, 86, and 87.

proceedings, as opposed to civil litigations or criminal prosecutions. In California, the burden of proof for a department or agency bringing an administrative action has generally been on the initiating agency and the standard of proof is “by a preponderance of evidence.”⁴⁸

Chapter 28 of the Administrative Code is silent on the standard of proof in debarment proceedings. The stand of proof in this debarment administrative proceeding shall be “by a preponderance of evidence.” Charging Official bears the burden to prove the Grounds and Counts alleged in the Charging Document by a preponderance of evidence in the record of this proceeding. Appellant Collective Impact is not required to present evidence in this proceeding but to the extent it raises a legal recognized affirmative defense, the burden is on Appellant to prove its affirmative defense by a preponderance of the evidence in the record of this proceeding.

6. Relief Requested

The relief requested by the SF City Attorney in its March 20, 2025 Charging Document seeks a findings that 1) Collective Impact is a “contractor”, 2) has engaged in “willful misconduct,” and 3) is an “irresponsible bidder.” Charging Official further seeks an Order disqualifying Collective Impact from participating in the competitive process for contracts and/or entering into direct

⁴⁸ Preponderance of evidence means the existence of a fact in question is more likely true than not.

or indirect contracts with the City and County of San Francisco, California for a period of five (5) years, ending on March 20, 2030.⁴⁹

7. Findings of Fact

1. Collective Impact is an community based organization (CBO) and a non-profit public benefit corporation located in San Francisco, California.

2. Collective Impact is a organized under the laws of the State of California under California Secretary of State Entity No. 2979984 since 2007.

3. Collective Impact is an Internal Revenue Service 501(c)(3) tax exempt organization.

4. Collective supports and operates programs serving children, youth, families, and underserved communities in and around the Filmore and Western Edition neighborhoods in San Francisco, two historically Black and African American Neighborhoods under d/b/a names "Magic Zone," "Mo'MAGIC," and the "Ella Hutch Community Center."

5. Since 2011, Collective Impact has served as a fiscal sponsor for a number of CBOs and programs.

6. Collective Impact has received multiple grants from the City and County of San Francisco through several agencies, including San Francisco Human Rights Commission (HRC), the Department of Children, Youth and Their Families (DCYF), the Office of Economic and Workforce Development (OEWD), Department of Public Health (DPH), San Francisco Arts Commission, and the Mayor's Office of Housing and Community Development (MOHCD), which in turn administered grants to CBOs.

⁴⁹ See Charging Document at pp.1 and 28.

7. Between July 2017 and July 2024, Collective Impact received approximately \$23.7 million in grant funds from the City & County of San Francisco, either as a direct grantee or a fiscal sponsor.

8. From 2011 to September 2016, Dr. Sheryl Davis was the Executive Director of Collective Impact.

9. In September 2016, Dr. Sheryl Davis was appointed the Executive Director of the San Francisco Human Rights Commission.

10. From September 2016 to September 13, 2024, Dr. Sheryl Davis was the Executive Director of the HRC.

11. Three years after Dr. Davis departed Collective Impact, in September 2019, James Spingola became the Executive Director of Collective Impact.

12. From October 2019 through the date of this decision (October 2025), James Spingola has been the Executive Director or Acting Executive Director of Collective Impact.

13. On or about October 19, 2022, Dr. Sheryl Davis issued a letter memorializing designation of authority to serve as contracting officer on grant agreements between HRC and Collective Impact based on Dr. Davis' prior role as Executive Director of Collective Impact.

14. Collective Impact's IRS Form 990 (2015): *Return of Organization Exempt From Income Tax* for the Year Beginning July 1, 2015 and Ending June 30, 2016 was signed by Sheryl Davis on February 1, 2017, listing the title as "EXEC DIR."

15. Collective Impact's RFF-1: Annual Registration Renewal Fee Report To *Attorney General of California* Year Beginning July 1, 2015 and Ending June 30, 2016 was signed by Sheryl Davis on February 1, 2017, listing the title as "EXEC DIR."

16. Dr. Sheryl Evans Davis was the Executive Director of Collective Impact during the U.S. Internal Revenue Service and California Attorney General fiscal reporting periods beginning July 1, 2015 and ending June 30, 2016, prior to appointment to as the Executive Director of the HRC is September 2016.

17. Collective Impact is the Appellant in this debarment proceeding and a recipient of multiple grants from City & County of San Francisco (SF City) agencies, including but not limited to, the Department of Children, Youth and Families (DCYF), the Human Rights Commission (HRC), the Office of Economic and Workforce Development (OEWD), and the Mayor's Office of Housing and Community Development (MOHCD).

19. In 2024, the SF City Attorney's Office and SF Controller's Office began a joint audit of Collective Impact's grant expenditures.

4. On or about June 2021, Collective Impact issued a check made payable to GPS Speakers for \$10,000.

5. In January 2022, GPS Speakers applied the June 2021 check to a contract between GPS Speakers & Events and the San Francisco Human Right Commission whereby San Francisco Human Right Commission agreed to pay \$21,000 for the appearances of Cornel West, Jewel Burks Solomon, Lisa Wang, and Emma Willis on a podcast for what on November 19, 2022.

6. On or about January 31, 2022, Collective Impact paid GPS Speakers & Events an additional \$2,000 in relation to the contract between GPS Speakers & Events and HRC.

7. Collective Impact was reimbursed the \$2,000 paid to GPS Speakers & Events under the DCYF Magic Zone's Comprehensive Grant.

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8. The remainder of the payment to GPS Speakers & Events was paid by the City.

9. Collective Impact paid an honorarium to Goapele Mohlabane to participate in events on Dr. Martin Luther King, Jr. weekend 2023.

10. The payment to Bay Route Inc., the entity through which Goapele Mohlabane was booked, was made in two increments: \$10,000 on December 7, 2022 and \$17,000 in January 11, 2023.

11. The invoices from Bay Route Inc., attribute \$5,000 to the January 12, 2023 event

12. Collective Impact was reimbursed \$5,000 in City funds under the DCYF Dream Keepers Brighter Futures grant.

13. Free to Sing was selected as one of the books for the Everybody Reads program for Summer 2023.

14. On or about February 4, 2023, Collective Impact purchased an exhibition booth for the 2023 BOOST Conference in Palm Springs, California.

15. At least three City employees attended the 2023 BOOST conference on behalf of HRC.

16. The 2023 BOOST conference brochure lists Sheryl Davis as "Executive Director, San Francisco Human Rights Commission."

17. Collective Impact was reimbursed \$1,400 under the DCYF Comprehensive grant related to the 2023 BOOST conference.

18. On or about June 30, 2023, Collective Impact reimbursed Sheryl Davis \$870.

19. On or about June 30, 2023, Collective Impact reimbursed Sheryl Davis \$750.

20. On May 19, 2023, Devi Zinzuvadia, an employee of HRC, emailed a member of the Atlas Strategy group, asking for assistance in finding lodging “accommodations for our group coming in from San Francisco” for the Kairos Convening for the Culture of Martha’s Vineyard in August.

21. The Atlas Strategy group representative forwarded a message from Michael Blake recommending “getting a house with multiple people.”

22. On or about June 15, 2023, Dr. Saidah Leatutufu-Birch, an employee of HRC, sought assistance from a realtor to procure “housing for August 15-20, for 10-12 people” in Martha’s Vineyard.

23. The realtor responded that “our owners will require a weeks rental commitment.” She provided rental properties ranging in price from \$10,500 to \$12,000 plus taxes and fees, and noted that “additional homes showing available are on Chappy or have rental rates of \$65,000 weekly”.

24. The discussions between Dr. Leatutufu-Birch and the realtor resulted in a booking for a 4 bedroom 2.5 bathroom home in Oak Bluff, Massachusetts.

25. On June 21, 2023, the realtor asked if Dr. Leatutufu-Birch was still interested in the Oak Bluff property and Davis responded “Yes, we are interested. Looping in our colleague at Collective Impact, who will be paying the cost.” The realtor required a name for the lease holder and Davis responded “I will be the lease holder.”

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26. On or about June 23, 2023, Collective Impact paid \$16,319.15 to rent the 4-bedroom house at which Sheryl Davis and others stayed while attending the KAIROS Convening for the Culture conference.

27. On August 17, 2023, Sheryl Davis and Saidah Letutufu-Birch spoke at the KAIROS Convening for the Culture conference.

28. The KAIROS Convening for the Culture conference materials refer to Sheryl Davis as “Executive Director, San Francisco Human Rights Commission.”

29. Collective Impact paid \$49,999.99 for two Bronze sponsorships of the 2-day programing at the KAIROS Convening for the Culture conference, each of which included “co-curat[ing]...the entire program including a table for said program, partnering on the program and a part of the post event follow-up KAIROS Keynote Speakers during KAIROS CONVERSATIONS Dinner or KAIROS DIASPORA DINNER,” entrance for 8 people, and “curation of two Salon Meals/Meetings, one curated webinar before the end of the year.”

30. Collective Impact submitted a claim for reimbursement to the OEWD Educational Pathways Grant in the amount of \$49,999.99 for the KAIROS Convening for the Culture sponsorships.

31. Collective Impact categorized its claim for reimbursement related to the KAIROS sponsorships under the budget category “other” and the line item “general supplies.”

32. On or about November 21, 2023, Collective Impact paid \$2,469 to the landlord of HRC EMPLOYEE 2.

33. Collective Impact was reimbursed for the payment to HRC EMPLOYEE 2’s landlord under the DCYF Dream Keeper Brighter Futures grant.

36. HRC EMPLOYEE 1's job description is as follows:

TEX 9770 Community Development Assistant - Health Equity Officer.

Position #01147497 – [NAME REDACTED]. Project Description: As the City and County of San Francisco navigates through the ongoing pandemic, there is an increased demand and need for enhanced government support in resource poor communities. This includes funding for Community Based Organizations (CBOs) that have a deep reach into communities most impacted by COVID-19, testing (and eventual vaccine) resources located in areas that are safe and welcoming and staffed by trusted voices, and real-time access to data, information and transparent dialogue with City leadership. This is particularly true for communities of color, where access and historic distrust for government requires an equity-led approach to community engagement and trust building. Finally, Supervisorial Districts 10, 11, 6 and 9 are surging (as of 12/10/2020), with communities of color testing positive at disproportionately higher rates compared to white communities.

2/2021 - 12/2021: Work with DPH and community stakeholders to design and launch RFPS to address disparities facing Black communities.

6/2021 - 12/2022: Manage grants and projects, collect data, meet with community, complete an evaluation of programming. Essential Duties for Project. To mitigate spread and further risk for infection, the Human Rights Commission seeks a Health Equity Liaison to focus, initially, on engaging residents at subsidized housing sites located in districts 10, 11, 6 and 9. This includes Rental Assistance Demonstration (RAD) sites and HOPESF sites, which are part of the Mayor's Office of Housing and Community Development

(MOHCD) portfolio. The Health Equity Liaison will partner with service providers funded through the MOHCD to implement a community-first model and bring resources into these communities in a safe, respectful, and culturally competent way.

37. Collective Impact was reimbursed for the \$200 payment to HRC EMPLOYEE 2 under the HRC Community Innovations grant.

38. On or about November 18, 2022, Collective Impact paid the following amounts to the following persons:

- HRC EMPLOYEE 1: \$250
- Collective Impact employee Renaud DeVrecker: \$500
- Collective Impact Executive Director James Spingola: \$500
- COLLECTIVE IMPACT EMPLOYEES 1-13: \$250 each
- COLLECTIVE IMPACT SUBCONTRACTOR 1: \$250
- PD EMPLOYEES 1-3: \$250 each

39. Collective Impact invoiced each of the November 18, 2022 payments to be reimbursed under the DCYF-DKI Brighter Futures Grant.

40. On or about December 16, 2022, Collective Impact paid the following amounts to the following persons:

- HRC EMPLOYEE 1: \$500
- Collective Impact employee Renaud DeVrecker: \$1,500
- Collective Impact Executive Director James Spingola: \$2,000
- COLLECTIVE IMPACT EMPLOYEES 1, 8: \$1,200 each
- COLLECTIVE IMPACT EMPLOYEES 2-7, 9-13: \$1,000 each
- COLLECTIVE IMPACT SUBCONTRACTOR 1: \$500

- PD EMPLOYEE 1: \$1,200
- PD EMPLOYEES 2-3: \$500 each

41. Collective Impact invoiced each of the December 16, 2022 payments to be reimbursed under the DCYF-DKI Brighter Futures Grant.

42. None of the November 18, 2022 or December 16, 2022 payments were made through Collective Impact's payroll system.

47. DCYF required all requests for reimbursement to be submitted online through its CMS platform.

8. Assignment of Proceeding

Pursuant to San Francisco Administrative Code Section 28.8(b), Andrea D. McGary duly appointed Hearing Officer is this debarment proceeding initiated by Charging Official SF City Attorney against Collective Impact on March 20, 2025.⁵⁰

O R D E R

Having considered the testimony, documents, and evidence put forth by Petitioner/Charging Official the Office of San Francisco City Attorney David Chiu and Appellant/Collective Impact, a California non-profit in these proceedings, good cause appearing and on proof made to the satisfaction of this Hearing Officer that Debarment of Collective Impact, a California non-profit pursuant to Charging Official San Francisco City Attorney David Chiu's March 20, 2025 *Suspension Order And Counts And Allegations Seeking Debarment Under San Francisco Administrative Code Chapter 28 (Charging Order)*, is not warranted:

⁵⁰ See San Francisco Administrative Code Section 28.8 (*Appointment of the Hearing Officer*).

IT IS DETERMINED as follows:

1. Collective Impact, a California non-profit is a contractor for debarment purposes in this proceeding as it relates to the Charging Order and as specified in San Francisco Administrative Code Section Chapter 28 debarment procedures.
2. Dr. Sheryl Evans Davis, individually, is not a contractor for debarment purposes in this proceeding as it relates to the Charging Order in this proceeding as it relates to the Charging Order and as specified in San Francisco Administrative Code Section Chapter 28 debarment procedures.
3. This debarment tribunal is not a Court of general jurisdiction and as such is not authorize to conduct criminal proceedings or enter felony criminal convictions. To the extent the Charging Order has requested criminal findings as to violation of California Penal Code 424, such request exceeds the scope of this proceeding and the authority grant to the SF Controller in debarment proceedings under Chapter 28.
4. Ch.28 require a debarment decisions based on evidence.
5. Debarment is not based on strict liability and the willful misconduct grounds asserted in the Charging Order require both an act and state of mind and/or intent.
6. All the Grounds and Counts asserted in the Charging Order require both an *actus rea*/act and *mens rea*/state of mind or intent.
7. Willful misconduct whether Section 28.3 (a)(2), (a)(5) or (a)(8) must be proven by a preponderance of the evidence before moving on to the next pronges, an irresponsible bidder findings and the length of debarment if any.
8. Pursuant to San Francisco Administrative Code Section 28.0, the San Francisco Board of Supervisors has squarely stated that these debarment proceedings be both about protecting public funds and affording due process

and fairness to a contractor facing debarment in San Francisco Administrative Code Section 28.0 (b)

9. Charging Official the Office of San Francisco City Attorney David Chiu has not sustained its burden of proof to show by a preponderance of the evidence that Collective Impact possessed the requisite mens rea or intent to support a finding of willful misconduct under San Francisco Administrative Code Section Chapter 28.

10. Based on the evidence presented in this Hearing Officer, Appellant Collective Impact is strongly encouraged to review the terms of its grant contracts, seek the assistance of agency administrators for each grant to come in to compliance and maintain compliance with all terms and conditions required by the City of San Francisco as well as seek the assistance to Citywide Nonprofit Monitoring and Capacity Building Program: <https://www.sf.gov/resource--2022--citywide-nonprofit-monitoring-and-capacity-building-program>

11. This decision is final. A party may appeal a final determination only by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure, Section 1094.5, et seq.

This decision is effective today.

Dated October 8, 2025, at San Francisco, California.

/s/ Andrea D. McGary

Andrea D. McGary

Hearing Officer