

1 CHRISTOPHER B. BURTON
Acting Chief of Enforcement
2 JENNA C. RINEHART
Commission Counsel
3 **FAIR POLITICAL PRACTICES COMMISSION**
1102 Q Street, Suite 3050
4 Sacramento, CA 95811
5 Telephone: (916) 323-6302
Email: JRinehart@fppc.ca.gov

6 Attorneys for Complainant
7 Enforcement Division of the Fair Political Practices Commission

8
9 BEFORE THE FAIR POLITICAL PRACTICES COMMISSION

10 STATE OF CALIFORNIA

11
12 In the Matter of) FPPC Case No.: 19/1407
13)
14 JOSE PECH,)
15 Respondent.)
16) (Government Code Sections 11506
17) and 11520)

18 Complainant, the Enforcement Division of the Fair Political Practices Commission, hereby
19 submits this Default Decision and Order for consideration by the Fair Political Practices Commission at
20 its next regularly scheduled meeting.

21 Pursuant to the California Administrative Procedure Act,¹ Jose Pech (“Pech”) has been served
22 with all of the documents necessary to conduct an administrative hearing regarding the above-captioned
23 matter, including the following:

- 24 1. An Order Finding Probable Cause;
25 2. An Accusation;
26 3. A Notice of Defense (Two Copies per Respondent);
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28 ¹ The California Administrative Procedure Act, which governs administrative adjudications, is contained in Sections 11370 through 11529 of the Government Code.

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- 4. A Statement to Respondent; and
- 5. Copies of Sections 11506, 11507.5, 11507.6 and 11507.7 of the Government Code.

Government Code Section 11506 provides that failure of a respondent to file a Notice of Defense within fifteen days after being served with an Accusation shall constitute a waiver of respondent's right to a hearing on the merits of the Accusation. The Statement to Respondent, served on Pech, stated that a Notice of Defense must be filed in order to request a hearing. Pech failed to file a Notice of Defense within fifteen days of being served with an Accusation. Government Code Section 11520 provides that, if the respondent fails to file a Notice of Defense, the Commission may take action, by way of a default, based upon the respondent's express admissions or upon other evidence, and that affidavits may be used as evidence without any notice to the respondent.

Pech violated the Political Reform Act as described in Exhibit 1, which is attached hereto and incorporated by reference as though fully set forth herein. Exhibit 1 is a true and accurate summary of the law and evidence in this matter. This Default Decision and Order is submitted to the Commission to obtain a final disposition of this matter.

Dated: 6/20/23

Christopher B. Burton
 Christopher B. Burton, Acting Chief of
 Enforcement, Fair Political Practices Commission

ORDER

The Commission issues this Default Decision and Order and imposes a total administrative penalty of \$14,000 upon Jose Pech, payable to the "General Fund of the State of California."

IT IS SO ORDERED, effective upon execution below by the Chair of the Fair Political Practices Commission at Sacramento, California.

Dated: 9/21/23

Richard C. Miadich
 Richard C. Miadich, Chair
 Fair Political Practices Commission

EXHIBIT 1

INTRODUCTION

Respondent Jose Pech (“Pech”) assumed office as a Housing Inspector for the City of Oxnard Housing Authority in December 1991 and left office on or around May 15, 2019. As a Housing Inspector, Pech inspected dwellings and determined their suitability to rent and fair market rental value. Additionally, some of the dwellings inspected by Pech were subsidized by the U.S. Department of Housing and Urban Development (“HUD”).

The Political Reform Act (the “Act”)¹ prohibits a public official from making, participating in making, or attempting to use their official position to influence a governmental decision in which the official knows or has reason to know they have a financial interest. Additionally, the Act requires designated officials to disclose their reportable economic interests on a Statement of Economic Interests (“SEI”) at various times pursuant to their agency’s Conflict of Interest Code.

As a public official, Pech violated the Act by participating in governmental decisions in which Pech had a financial interest and by failing to timely file a Leaving Office SEI.

This matter arose from a commission-initiated investigation regarding potential violations of the Act’s conflict of interest provisions.

DEFAULT PROCEEDINGS UNDER THE ADMINISTRATIVE PROCEDURE ACT

When the Commission determines that there is probable cause for believing that the Act has been violated, it may hold a hearing to determine if a violation has occurred.² Notice of the hearing, and the hearing itself, must be conducted in accordance with the Administrative Procedure Act (the “APA”).³ A hearing to determine whether the Act has been violated is initiated by the filing of an accusation, which shall be a concise written statement of the charges, specifying the statutes and rules which the respondent is alleged to have violated.⁴

Included among the rights afforded a respondent under the APA, is the right to file the Notice of Defense with the Commission within 15 days after service of the accusation, by which the respondent may (1) request a hearing; (2) object to the accusation on the ground it does not state acts or omissions upon which the agency may proceed; (3) object to the form of the

¹ The Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission (“Commission”) are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

² Section 83116.

³ The California Administrative Procedure Act, which governs administrative adjudications, is contained in Sections 11370 through 11529 of the Government Code; Section 83116.

⁴ Section 11503.

accusation on the ground that it is so indefinite or certain that the respondent cannot identify the transaction or prepare a defense; (4) admit the accusation in whole or in part; (5) present new matter by way of a defense; or (6) object to the accusation on the ground that, under the circumstances, compliance with a Commission regulation would result in a material violation of another department's regulation affecting substantive rights.⁵

The APA provides that a respondent's failure to file a Notice of Defense within 15 days after service of an accusation constitutes a waiver of the respondent's right to a hearing.⁶ Moreover, when a respondent fails to file a Notice of Defense, the Commission may take action based on the respondent's express admissions or upon other evidence and affidavits may be used as evidence without any notice to the respondent.⁷

PROCEDURAL REQUIREMENTS AND HISTORY

A. Initiation of the Administrative Action

The service of the probable cause hearing notice, as required by Section 83115.5, upon the person alleged to have violated the Act starts the administrative action.⁸

A finding of probable cause may not be made by the Commission unless the person alleged to have violated the Act is (1) notified of the violation by service of process or registered mail with return receipt requested; (2) provided with a summary of the evidence; and (3) informed of his or her right to be present in person and represented by counsel at any proceeding of the Commission held for the purpose of considering whether probable cause exists for believing the person violated the Act.⁹ Additionally, the required notice to the alleged violator shall be deemed made on the date of service, the date the registered mail receipt is signed, or if the registered mail receipt is not signed, the date returned by the post office.¹⁰

No administrative action pursuant to Chapter 3 of the Act alleging a violation of any of the provisions of the Act may be commenced more than five years after the date on which the violation occurred.¹¹

Documents supporting the procedural history are included in the attached Certification of Records ("Certification") filed herewith at Exhibit 1, A-1 through A-27, and incorporated herein by reference.

In accordance with Sections 83115.5 and 91000.5, the Enforcement Division initiated the administrative action against Pech in this matter by serving Pech with a Report in Support of a

⁵ Section 11506, subd. (a)(1)–(6).

⁶ Section 11506, subd. (c).

⁷ Section 11520, subd. (a).

⁸ Section 91000.5, subd. (a).

⁹ Section 83115.5.

¹⁰ Section 83115.5.

¹¹ Section 91000.5.

Finding of Probable Cause (the “Report”) (Certification, Exhibit A-1) by certified mail.¹² Pech was served with the Report on November 30, 2020, (Certification, Exhibit A-2.) The administrative action commenced on November 30, 2020, and the five-year statute of limitations was effectively tolled on this date.

As required by Section 83115.5, the packet served on Pech contained a cover letter and a memorandum describing probable cause proceedings, advising that Pech had 21 days in which to (1) request discovery of the evidence in possession of, and relied upon by, the Enforcement Division, (2) request a probable cause conference and/or (3) file a written response to the Report. On December 1, 2020, Pech requested records of the evidence. (Certification, Exhibit A-3.)

B. Service of Records

In accordance with Regulation 18361.4, subdivision (d)(3)(A), the Enforcement Division provided Pech with copies of the requested records by serving Pech with the Response to Respondent’s Request for Records After Service of Probable Cause Report (“Records Response”). Pech was served with the Records Response on October 4, 2021. (Certification, Exhibit A-4.)

The packet served on Pech contained a cover letter advising that Pech had the right to file a written response to the Report and/or request a probable cause conference within 21 days of receipt of the Records Response. (Certification, Exhibit A-5.) The Enforcement Division granted two requests for extensions from Pech and agreed to allow extra time for Pech to submit a written response to the Report and/or request a probable cause conference. Ultimately, Pech did not file a written response to the Report or request a probable cause conference.

C. Ex Parte Request for a Finding of Probable Cause

Because Pech failed to request a probable cause conference or submit a written response to the Report by the statutory deadline, the Enforcement Division submitted an Ex Parte Request for a Finding of Probable Cause and an Order that an Accusation Be Prepared and Served to the Hearing Officer of the Commission on or around February 10, 2022. (Certification, Exhibit A-6.)

On or around March 1, 2022, the Hearing Officer, Legal Division, Jack Woodside, issued a Finding of Probable Cause and an Order to Prepare and Serve an Accusation on Pech. (Certification, Exhibit A-7.)

D. The Issuance and Service of the Accusation

Under the Act, if the Hearing Officer makes a finding of probable cause, the Enforcement Division must prepare an accusation pursuant to Section 11503 of the APA, and have it served on the persons who are the subject of the probable cause finding.¹³

¹² Section 83115.5.

¹³ Regulation 18361.4, subd. (e).

Section 11503 states:

A hearing to determine whether a right, authority, license, or privilege should be revoked, suspended, limited, or conditioned shall be initiated by filing an accusation or District Statement of Reduction in Force. The accusation or District Statement of Reduction in Force shall be a written statement of charges that shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his or her defense. It shall specify the statutes and rules that the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of those statutes and rules. The accusation or District Statement of Reduction in Force shall be verified unless made by a public officer acting in his or her official capacity or by an employee of the agency before which the proceeding is to be held. The verification may be on information and belief.

Upon the filing of the accusation, the agency must (1) serve a copy thereof on the respondent as provided in Section 11505, subdivision (c); (2) include a post card or other form entitled Notice of Defense that, when signed by or on behalf of the respondent and returned to the agency, will acknowledge service of the accusation and constitute a notice of defense under Section 11506; (3) include (i) a statement that respondent may request a hearing by filing a notice of defense as provided in Section 11506 within 15 days after service upon the respondent of the accusation, and that failure to do so will constitute a waiver of the respondent's right to a hearing, and (ii) copies of Sections 11507.5, 11507.6, and 11507.7.¹⁴ The APA also sets forth the language required in the accompanying statement to the respondent.¹⁵

The Accusation and accompanying information may be sent to the respondent by any means selected by the agency, but no order adversely affecting the rights of the respondent may be made by the agency in any case unless the respondent has been served personally or by registered mail as set forth in the APA.¹⁶

On or around October 20, 2022, the Commission's Chief of Enforcement, Angela J. Brereton, issued an Accusation against Pech. (Certification, Exhibit A-8.) In accordance with Section 11505, the Accusation and accompanying information, consisting of a Statement to Respondent, two copies of a Notice of Defense Form, and copies of Government Code Sections 11506, 11507.5, 11507.6, and 11507.7, were served upon Pech by personal service on November 5, 2022. (Certification, Exhibit A-9.)

Along with the Accusation, the Enforcement Division served Pech with a "Statement to Respondent," which notified Pech that Pech could request a hearing on the merits and warned that, unless a Notice of Defense was filed within 15 days of service of the Accusation, Pech would be deemed to have waived the right to a hearing. (Certification, Exhibit A-10.) Pech did

¹⁴ Section 11505, subd. (a).

¹⁵ Section 11505, subd. (b).

¹⁶ Section 11505, subd. (c).

not file a Notice of Defense within the statutory time period, which ended on November 21, 2022.

As a result, on May 4, 2023, the Enforcement Division sent a letter to Pech advising that this matter would be submitted for a Default Decision and Order at the Commission’s public meeting scheduled for June 15, 2023. (Certification, Exhibit A-26.)

On June 22, 2023, the Enforcement Division sent another letter to Pech advising that this matter would be submitted for a Default Decision and Order at the Commission’s public meeting scheduled for August 17, 2023. (Certification, Exhibit A-27.) A copy of the Default Decision and Order, and this accompanying Exhibit 1 with attachments, was included with the letter.

SUMMARY OF THE LAW

The Act and its regulations are amended from time to time. The violations in this case occurred between 2015 and 2019. For this reason, all legal references and discussions of law pertain to the Act’s provisions as they existed at that time.

An express purpose of the Act is to ensure that the assets and income of public officials be disclosed and public officials are disqualified from certain matters in order that conflicts of interest may be avoided.¹⁷ The primary purpose of the conflict of interest provisions of the Act is to ensure that public officials perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of persons who have supported them.¹⁸

In furtherance of this goal, the Act prohibits a public official, at any level of state or local government, from making, participate in making, or in any way attempt to use their official position to influence a governmental decision in which the official knows, or has reason to know, that they have a financial interest.¹⁹

“Public Official” means every member, officer, employee, or consultant of a state or local government agency.²⁰ An employee of a department within a city government agency is a public official.²¹

“Government decision” means any action taken by a government agency that has a financial effect on any person other than the governmental agency making the decision.²²

“Financial interest” includes any source of income amounting to a total of at least \$500 received by the public official within 12 months before the decision is made.²³

¹⁷ Section 81002, subd. (c).

¹⁸ Section 81001, subd. (b).

¹⁹ Section 87100, subd. (a).

²⁰ Regulation 18700, subd. (c)(1).

²¹ Sections 82048 and 82041.

²² Regulation 18700, subd. (c)(4).

²³ Regulation 18700, subd. (c)(6)(C).

In 2015 and 2016, there were four steps to determine whether an individual had a conflict of interest in a governmental decision.²⁴

First, it must have been reasonably foreseeable that the governmental decision would have a financial effect on the public official's financial interests.²⁵ A financial effect on a financial interest is presumed to be reasonably foreseeable if the financial interest is a named party in a governmental decision before the public official or the public official's agency.²⁶

Second, the reasonably foreseeable financial effect must be material.²⁷ For income received by the official for services provided in the ordinary course of business, including salary, the financial effect was material if the source of income was a named party in the decision.²⁸

Third, the material financial effect on the public official's financial interest must not be indistinguishable from its effect on the public generally.²⁹ A governmental decision's financial effect on a public official's financial interest is indistinguishable from its effect on the public generally if the official establishes that a significant segment of the public is affected and the effect on his or her financial interest is not unique compared to the effect on the significant segment.³⁰ A unique effect on a public official's financial interest includes a disproportionate effect on a person's income, investments, assets or liabilities, or real property if the person is a source of income to the official.³¹ The burden of proof is on the official to prove this affirmative defense.

Fourth, the public official must have made, participated in making, or attempted to use their official position to influence a governmental decision.³² A public official participates in a governmental decision if the official provides information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review.³³

The Act requires every state and local agency to develop a Conflict of Interest Code.³⁴ These codes must designate those officials who participate in making decisions which may foreseeably have a material financial effect on any financial interest belonging to that official and require those designated officials to disclose all reportable interests on SEIs.³⁵ The requirements

²⁴ Regulation 18700, subds. (b) and (d).

²⁵ Regulation 18700, subd. (d)(1).

²⁶ Regulation 18701, subd. (a).

²⁷ Regulation 18700, subd. (d)(2).

²⁸ Regulation 18702.3, subd. (a)(1).

²⁹ Regulation 18700, subd. (d)(3).

³⁰ Regulation 18703, subd. (c)(5).

³¹ Regulation 18703, subd. (c)(5).

³² Regulation 18700, subd. (b).

³³ Regulation 18704, subd. (b).

³⁴ Section 87300.

³⁵ Section 87302, subd. (a).

of an agency's Conflict of Interest Code have the force of law, and any violation of those requirements is deemed a violation of the Act.³⁶

The City of Oxnard's Conflict of Interest Code, effective April 2, 2019, designated Housing Inspector as a position required to file SEIs.³⁷ Housing Inspectors are required to disclose all investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City; and all interests in real property which is located in whole or in part within, or not more than two miles outside, the jurisdiction of the City.³⁸

The City of Oxnard incorporated by reference Regulation 18730 into its Conflict of Interest Code.³⁹ Regulation 18730 outlines the timing and period covered for disclosing the designated employees' economic interests as follows: an initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code disclosing economic interests held on the effective date of the code and income received during the 12 months prior to the effective date of the code; and all persons who leave designated positions shall file Leaving Office statements within 30 days after leaving office disclosing the economic interests held or received during the period between the closing date of the last statement and the date of leaving office.⁴⁰

SUMMARY OF THE EVIDENCE

Between December 1991 and May 15, 2019, Pech was an employee of the Housing Authority which is a department within the City of Oxnard. (Certification, Exhibit A-11.) Because Pech was an employee of the City of Oxnard, a local government agency, Pech was a public official.

According to the Housing Program Supervisor, Patricia Magallanes ("Magallanes"), the general protocol for rental evaluations, rent increase requests, and suitability inspections of properties at the City of Oxnard Housing Authority is that housing inspectors conduct a Housing Quality Standards ("HQS") inspection for all rental units prior to initiating a new contract, annually or biennially thereafter or when an owner requests a rent increase. (Certification, Exhibit A-12.) The inspector would also conduct the rent study to determine if the rent requested by the owner was reasonable. (Certification, Exhibit A-12.) Additionally, a rental evaluation and a HQS inspection can be prompted when an owner submits a Request for Tenancy Approval to the City of Oxnard.

In 2015 and 2016, Javier Torres ("Torres") submitted a Request for Tenancy Approval to the City of Oxnard for rental units Torres owned located at 521 South K Street. According to the

³⁶ Section 87300.

³⁷ City of Oxnard Conflict of Interest Code, effective April 2, 2019. (Certification, Exhibit A-22.)

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ Regulation 18730, subd. (b)(5) and (6).

City of Oxnard Housing Authority, Pech was assigned to complete multiple inspections/evaluations on rental units located at 521 South K Street.

Prior to initiating a new contract with Torres for his rental property located at 521 South K Street Unit #4, the City of Oxnard Housing Authority assigned Pech to complete the initial HQS inspection and rental evaluation. (Certification, Exhibit A-13.) On December 11, 2015, Pech completed the rental evaluation for 521 South K Street Unit #4 and submitted his recommendation and findings for the fair market rental value of the property amounting to \$1,450 per month. (Certification, Exhibit A-14.) On December 14, 2015, Pech completed and passed the initial HQS inspection for 521 South K Street Unit #4. (Certification, Exhibit A-15.)

Pech's supervisor, Magallanes, confirmed that Senior Housing Specialist Grace Navarro ("Navarro") reviewed Pech's findings and rental comps but did not complete an independent check of the results for these decisions. (Certification, Exhibit A-12.) Ultimately, this resulted in Pech's assessments being approved and on or around December 15, 2015, Torres entered into a residential lease agreement with a tenant to rent 521 South K Street Unit #4 for \$1,450 per month. (Certification, Exhibit A-16.)

The following year, on or around December 15, 2016, Torres submitted a Request for Tenancy Approval to the City of Oxnard for the rental property located at 521 South K Street Unit #1 and requested a rental value of \$2,300 per month. (Certification, Exhibit A-17.) The City of Oxnard Housing Authority assigned Pech to complete the rental evaluation. On December 21, 2016, Pech completed the rental evaluation for the property located at 521 South K Street Unit #1 and submitted his recommendation and findings for the fair market rental value of the property amounting to \$2,063 per month. (Certification, Exhibit A-18.) Again, Magallanes confirmed that Navarro reviewed Pech's findings and rental comps but did not complete an independent check of the results for this decision. This resulted in Pech's assessments being approved and on or around January 9, 2017, Torres entered into a residential lease agreement with a tenant to rent 521 South K Street Unit #1 for \$2,063 per month. (Certification, Exhibit A-19.)

During an interview conducted by HUD investigators on September 19, 2017, Pech admitted he was paid \$75 per month in cash, amounting to \$900 per year, by Torres for managing the rental properties located at 521 South K Street Unit #1 and Unit #4. (Certification, Exhibit A-11.) Subpoenaed records obtained during investigation revealed that Pech and Torres exchanged checks between May 6, 2014 and November 7, 2016. Therefore, Pech had a source of income interest in Torres. Additionally, Pech admitted that Pech was involved in the rental increases for Torres' units and approved them. (Certification, Exhibit A-11.)

Pech's source of income, Torres, owned two rental units that required inspections by the City of Oxnard Housing Authority to determine the fair market rental value of the units and one unit's suitability to rent. (Certification, Exhibit A-20.) Since Torres was explicitly involved in the subject governmental decisions as the owner of the rental properties under inspection, it is presumed to be reasonably foreseeable that the decisions would have a financial effect on Torres.

Pech's approval on the initial HQS inspection for Torres' rental property located at 521 South K Street Unit #4 had a material financial effect on Torres because Torres was then able to initiate a new rental contract with the City of Oxnard or HUD and receive rental income. Also, Pech's approval of the rental amounts for each of Torres' units had a material financial effect on Torres as Torres was then able to rent the property located at 521 South K Street Unit #4 for \$1,450 per month and the property located at 521 South K Street Unit #1 for \$2,063 per month. Since Torres was the named party in these decisions as the owner of the rental properties, the materiality standard is met.

Since Pech left office on May 15, 2019, Pech was required to file a Leaving Office SEI by the June 14, 2019 due date covering the reporting period of January 1, 2019 through May 15, 2019. (Certification, Exhibit A-21.) According to the City of Oxnard's Housing Program Manager, Brenda Lopez, Pech was asked to file a Leaving Office SEI but failed to do so. (Certification, Exhibit A-22.)

Summary of Contact

Overall, the Enforcement Division contacted Pech at least 13 times throughout this case, as follows:

- October 15, 2019: We Will Investigate Letter sent via mail
- November 30, 2020: Report in Support of Probable Cause served on Pech
- December 1, 2020: Request for Records received from Pech via email
- October 4, 2021: Records Response served on Pech
- October 5, 2021: email sent
- October 26, 2021: telephone call and email sent
- December 2, 2021: telephone call and email sent
- January 14, 2022: telephone call and email sent
- January 26, 2022: email sent
- February 10, 2022: copy of Ex Parte Request for a Finding of Probable Cause and an Order than an Accusation Be Prepared and Served sent to Pech via mail and email
- November 5, 2022: Accusation personally served on Pech
- May 4, 2023: letter sent via mail to Pech informing Pech the Default Decision and Order would appear on the agenda for the May 18, 2023 Commission meeting as a pre-notice default item, and would be presented at the June 15, 2023 meeting for Commission action
- June 22, 2023: Notice of Intent to Enter Default Decision and Order sent via mail to Pech informing Pech that the Default Decision and Order would be presented at the August 17, 2023 meeting for Commission action

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VIOLATIONS

Pech committed three violations of the Act as follows:

COUNT 1

Conflicts of Interest

On December 11, 2015 and December 14, 2015, Pech, as a Housing Inspector, participated in City of Oxnard Housing Authority governmental decisions by completing an initial HQS inspection and a rental evaluation for a rental property owned by Torres, at a time when Torres was a source of income to Pech of \$500 or more within the preceding 12 months. Since Torres was explicitly involved in the governmental decisions as the owner of the rental property under inspection and evaluation, it is presumed that the decisions would have a reasonably foreseeable financial effect on Torres that is material. As such, Pech participated in governmental decisions in which Pech had a financial interest, in violation of Government Code Section 87100.

COUNT 2

Conflict of Interest

On December 21, 2016, Pech, as a Housing Inspector, participated in City of Oxnard Housing Authority governmental decision by completing a rental evaluation for a rental property owned by Torres, at a time when Torres was a source of income to Pech of \$500 or more within the preceding 12 months. Since Torres was explicitly involved in the governmental decision as the owner of the rental property under evaluation, it is presumed that the decision would have a reasonably foreseeable financial effect on Torres that is material. As such, Pech participated in a governmental decision in which Pech had a financial interest, in violation of Government Code Section 87100.

COUNT 3

Failure to Timely File Leaving Office SEI

As a public official, Pech had a duty under the Act to file a Leaving Office SEI by the June 14, 2019 due date. According to the City of Oxnard, Pech failed to timely file this Leaving Office SEI. By failing to timely file this Leaving Office SEI, Pech violated Government Code Section 87300.

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CONCLUSION

This matter consists of three counts of violating the Act, which carry a maximum total administrative penalty of \$15,000.⁴¹

In determining the appropriate penalty for a particular violation of the Act, the Enforcement Division considers the typical treatment of a violation in the overall statutory scheme of the Act, with an emphasis on serving the purposes and intent of the Act. Additionally, the Enforcement Division considers the facts and circumstances of the violation in the context of the following factors set forth in Regulation 18361.5 subdivision (e)(1) through (8): (1) The extent and gravity of the public harm caused by the specific violation; (2) The level of experience of the violator with the requirements of the Political Reform Act; (3) Penalties previously imposed by the Commission in comparable cases; (4) The presence or absence of any intention to conceal, deceive or mislead; (5) Whether the violation was deliberate, negligent or inadvertent; (6) Whether the violator demonstrated good faith by consulting the Commission staff or any other governmental agency in a manner not constituting complete defense under Government Code Section 83114(b); (7) Whether the violation was isolated or part of a pattern and whether the violator has a prior record of violations of the Political Reform Act or similar laws; and (8) Whether the violator, upon learning of a reporting violation, voluntarily filed amendments to provide full disclosure.⁴²

In this matter, Pech participated in governmental decisions in which Pech had a financial interest. The public harm inherent in conflict of interest violations is that it creates an appearance that a governmental decision was made on the basis of a public official's financial interest. Also, such conduct contradicts the Act's decree that government should serve the needs of all citizens equally, in an impartial manner, without regard to financial interests.⁴³ Here, the public harm was aggravated as a special inspection was completed for the rental property located at 521 South K Street Unit #4, on August 4, 2016, which resulted in the property failing the inspection for various reasons. (Certification, Exhibit A-24.) As discussed above, on December 14, 2015, Pech completed and passed the initial inspection for this rental property. (Certification, Exhibit A-15.)

Additionally, in this matter, Pech failed to timely file a Leaving Office SEI. The public harm inherent in failing to file SEIs is that it deprives the public of important information about a public official's economic interests which could lead to potential conflicts of interests regarding decisions they make in their official capacity. Here, the public harm was limited as Pech's position was not included in the City of Oxnard's Conflict of Interest Code until April 2, 2019. (Certification, Exhibit A-23.) Thus, Pech was not required to file SEIs during the periods in which Pech participated in governmental decisions in which Pech had a conflict of interest.

The Enforcement Division did not find any evidence that Pech intended to conceal, deceive, or mislead the public. The violations discussed in Counts 1 and 3 appear to have been negligent as Pech had no prior experience with the Act since Pech's position was not included in

⁴¹ Section 83116, subd. (c).

⁴² Regulation 18361.5, subd. (e).

⁴³ Section 81001, subd. (b).

the City of Oxnard's Conflict of Interest Code until April 2, 2019. (Certification, Exhibit A-23.) The violation discussed in Count 2 appears to have been deliberate as approximately three weeks prior to the December 21, 2016 governmental decision Pech attended a class on HUD's Housing Inspection Manual. (Certification, Exhibit A-25.) A key principle reviewed during the class was objectivity – the inspector must conduct the inspection free of personal, class, ethnic, or neighborhood biases.

Pech does not have a prior history of violating the Act. To date, Pech has not filed the outstanding Leaving Office SEI.

The Enforcement Division also takes into consideration previous cases that were approved by the Commission in determining penalties. In this matter, the following cases were used as guidelines.

Counts 1-2

- *In the Matter of John Martin*; FPPC Case No. 14/426. (The Commission approved a default decision on February 19, 2015). The respondent, as a Wasco City Council Member, participated in a governmental decision in which respondent had a financial interest. Respondent owned real property which was within 500 feet of the location of the governmental decision at issue. Also, the vote only passed 3 to 2, making Respondent a “swing vote.” Respondent did not have a prior enforcement history. The Commission imposed a penalty of \$4,000.

Here, Pech, as a Housing Inspector for the City of Oxnard Housing Authority, made governmental decisions in which Pech had a financial interest. Pech was paid \$75 per month to manage certain rental properties owned by Torres. At the same time, Pech, as a Housing Inspector, inspected these same properties and deemed them acceptable to rent. Additionally, Pech evaluated these same properties and recommended rental values for each. Pech is no longer in office as a Housing Inspector and does not have prior enforcement history. In consideration of the factors, a penalty of \$5,000 per count is recommended.

Count 3

- *In the Matter of Jennifer Allsup*; FPPC Case No. 16/20047. (The Commission approved a default decision on October 15, 2020.) The respondent, as a Modesto Entertainment Commissioner, among other violations, failed to timely file a Leaving Office SEI. At the time of the default, Respondent was no longer in office. Also, Respondent did not have a prior enforcement history. The Commission imposed a penalty of \$4,000.

Here, Pech, as a Housing Inspector for the City of Oxnard Housing Authority, failed to timely file a Leaving Office SEI. In consideration of the factors, a penalty of \$4,000 is recommended.

PROPOSED PENALTY

After considering the factors of Regulation 18361.5 and the penalties imposed in prior cases, the following penalties are proposed:

Counts	Violations	Proposed Penalty
1	Conflict of Interests	\$5,000
2	Conflict of Interest	\$5,000
3	Failure to Timely File Leaving Office SEI	\$4,000
	Total:	\$14,000



**DECLARATION OF CUSTODIAN OF RECORDS
CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION
Enforcement Division**

CERTIFICATION OF RECORDS

The undersigned declares and certifies as follows:

1. I am employed as an Associate Governmental Program Analyst by the California Fair Political Practices Commission (Commission). My business address is: California Fair Political Practices Commission, 1102 Q St, Ste 3050, Sacramento, CA 95811.
2. I am a duly authorized custodian of the records maintained by the Commission in the Enforcement Division. As such, I am authorized to certify copies of those records as being true and correct copies of the original business records which are in the custody of the Commission.
3. I have reviewed documents maintained in *FPPC Case No. 19/1407; Jose Pech* and have caused copies to be made of documents contained therein. I certify that the copies attached hereto are true and correct copies of the documents prepared in the normal course of business and which are contained in files maintained by the Commission. The attached documents are as follows:

EXHIBIT A-1: Report in Support of a Finding of Probable Cause, dated November 18, 2020

EXHIBIT A-2: Proof of Service for the Report in Support of a Finding of Probable Cause and applicable statutes and regulations, dated November 19, 2020, and accompanying certified mail receipt and USPS tracking

EXHIBIT A-3: Respondent's request for Discovery, dated December 1, 2020

EXHIBIT A-4: Proof of Service for Response to Respondent's Request for Records After Service of Probable Cause Report, dated October 4, 2021

EXHIBIT A-5: Cover letter to Respondent regarding Response to Respondent's Request for Records After Service of Probable Cause Report, dated October 4, 2021

- EXHIBIT A-6: Ex Parte Request for a Finding of Probable Cause and an Order that an Accusation Be Prepared and Served, dated February 8, 2022
- EXHIBIT A-7: Finding of Probable Cause and Order to Prepare and Serve an Accusation, dated February 22, 2022
- EXHIBIT A-8: Accusation, dated October 20, 2022
- EXHIBIT A-9: Proof of Service for Accusation and accompanying documents from process server, dated November 13, 2022
- EXHIBIT A-10: Statement to Respondent, Notices of Defense, applicable statutes, and Proof of Service for Accusation and accompanying documents, dated October 20, 2022
- EXHIBIT A-11: U.S. Department of Housing and Urban Development Interview Summary of Jose Pech, dated October 3, 2017
- EXHIBIT A-12: Email Response from Patricia Magallanes, Housing Program Supervisor, dated July 28, 2020
- EXHIBIT A-13: Oxnard Housing Authority Inspection Schedule, dated December 11, 2015
- EXHIBIT A-14: Rental Evaluation for 521 South K Street Unit #4, dated December 11, 2015
- EXHIBIT A-15: Housing Quality Standards Inspection for 521 South K Street Unit #4, Inspection date December 14, 2015
- EXHIBIT A-16: Residential Lease for 521 South K Street Unit #4, dated December 6, 2015
- EXHIBIT A-17: Request for Tenancy Approval for 521 South K Street Unit #1, dated December 14, 2016
- EXHIBIT A-18: Rental Evaluation for 521 South K Street Unit #1, dated December 21, 2016
- EXHIBIT A-19: Residential Lease for 521 South K Street Unit #1, dated January 9, 2017
- EXHIBIT A-20: Grant Deed for 521 South K Street, recorded August 14, 2003
- EXHIBIT A-21: City of Oxnard Conflict of Interest Code, effective April 2, 2019
- EXHIBIT A-22: Email Response from Brenda Lopez, City of Oxnard's Housing Program Manager, dated March 25, 2020
- EXHIBIT A-23: City of Oxnard Conflict of Interest Code, effective April 17, 2018

EXHIBIT A-24: Housing Quality Standards Special Inspection for 521 South K Street Unit #4, Inspection date August 4, 2016

EXHIBIT A-25: Housing Quality Standards Inspection Overview event, dated October 31, 2016, and relevant section of Housing Inspection Manual

EXHIBIT A-26: Notice of Default Decision and Order, dated May 4, 2023

EXHIBIT A-27: Notice of Intent to Enter Default Decision and Order, dated June 22, 2023

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 19, 2023, at Sacramento, California.



Shaina Elkin,
Associate Governmental Program Analyst
Enforcement Division
Fair Political Practices Commission

Exhibit A-1

1 ANGELA J. BRERETON
Chief of Enforcement
2 JENNA C. RINEHART
Commission Counsel
3 **FAIR POLITICAL PRACTICES COMMISSION**
1102 Q Street, Suite 3000
Sacramento, CA 95811
4 Telephone: (916) 323-6302
5 Email: JRinehart@fppc.ca.gov

6 Attorneys for Complainant
7 Enforcement Division of the Fair Political Practices Commission

8
9 **BEFORE THE FAIR POLITICAL PRACTICES COMMISSION**

10 **STATE OF CALIFORNIA**

11 In the Matter of:

12 JOSE PECH,

13 Respondent.

FPPC Case No. 19/1407

**REPORT IN SUPPORT OF A FINDING
OF PROBABLE CAUSE**

Hearing Date: TBA
Hearing Time: TBA
Hearing Location: Commission Offices
1102 Q Street, Suite 3000
Sacramento, CA 95811

17 **INTRODUCTION**

18 Respondent, Jose Pech (“Pech”), served as a Housing Inspector for the City of Oxnard Housing
19 Authority between December 1991 and May 2019.

20 The Political Reform Act (the “Act”)¹ prohibits a public official from making, participating in
21 making, or attempting to use his official position to influence a governmental decision in which the
22 official knows or has reason to know he has a financial interest. Additionally, the Act requires
23 designated officials to disclose their reportable economic interests on a Statement of Economic Interests
24 (“SEI”) at various times pursuant to their agency’s Conflict of Interest Code. Pech violated the Act by

25 ///

26
27 ¹ The Political Reform Act – sometimes simply referred to as the Act – is contained in Government Code sections
28 81000 through 91014. All statutory references are to this code. The regulations of the Fair Political Practices Commission are
contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to
this source.

1 participating in governmental decisions in which he had a financial interest and by failing to timely file a
2 Leaving Office SEI.

3 **SUMMARY OF THE LAW**

4 The Act and its regulations are amended from time to time. The discussion below regarding
5 jurisdiction, the standard for finding probable cause, and the contents of the probable cause report
6 includes references to current law. Unless otherwise noted, all other legal references and discussions of
7 law pertain to the Act’s provisions as they existed at the time of the violations in this case.

8 **Jurisdiction**

9 The Fair Political Practices Commission (the “Commission”) has administrative jurisdiction to
10 enforce the provisions of the Act.²

11 **Probable Cause Proceedings**

12 Prior to the Enforcement Division commencing an administrative action, the General Counsel of
13 the Commission or his designee (the “hearing officer”), must make a finding that there is probable cause
14 to believe the respondent has violated the Act.³ After a finding of probable cause, the Commission may
15 hold a noticed hearing in accordance with the Administrative Procedure Act⁴ to determine whether
16 violations occurred, and levy an administrative penalty of up to \$5,000 for each violation.⁵

17 **Standard for Finding Probable Cause**

18 To make a finding of probable cause, the hearing officer must be presented with sufficient
19 evidence to lead a person of ordinary caution and prudence to believe, or entertain a strong suspicion,
20 that a respondent committed or caused a violation.⁶

21
22
23
24
25 ///

26 ² Section 83116.

27 ³ Section 83115.5 and Regulations 18361 and 18361.4.

28 ⁴ Section 11500, et seq.

⁵ Section 83116 and Regulation 18361.4, subdivision (e).

⁶ Section 18361.4, subdivision (e).

1 **Contents of the Probable Cause Report**

2 The probable cause report is required to contain a summary of the law and evidence gathered in
3 connection with the investigation, including any exculpatory and mitigating information of which the
4 staff has knowledge and any other relevant material and arguments. The evidence recited in the probable
5 cause report may include hearsay.⁷

6 **Need for Liberal Construction and Vigorous Enforcement of the Political Reform Act**

7 When enacting the Act, the people of California found and declared that previous laws regulating
8 political practices suffered from inadequate enforcement by state and local authorities.⁸ Thus, it was
9 decreed the Act “should be liberally construed to accomplish its purposes.”⁹

10 One central purpose of the Act is to ensure that the assets and income of public officials be
11 disclosed and public officials are disqualified from certain matters in order that conflicts of interest may
12 be avoided.¹⁰ Another is to provide adequate enforcement mechanisms so that the Act will be
13 “vigorously enforced.”¹¹

14 **Conflict of Interest**

15 No public official at any level of state or local government shall make, participate in making, or
16 in any way attempt to use his official position to influence a governmental decision in which he knows
17 or has reason to know he has a financial interest.¹² A public official has a financial interest in a decision
18 if it is reasonably foreseeable that the decision will have a material financial effect on any source of
19 income aggregating \$500 or more in value provided or promised to, or received by, the public official
20 within 12 months prior to the time when the decision is made.¹³

21 In 2015 and 2016, there were five steps to determine whether an individual had a conflict of
22 interest in a governmental decision.¹⁴

23 ///

24
25 ⁷ Regulation 18361.4, subdivision (a).

26 ⁸ Section 81001, subdivision (h).

27 ⁹ Section 81003.

¹⁰ Section 81002, subdivision (c).

¹¹ Section 81002, subdivision (f).

¹² Section 87100, subdivision (a).

28 ¹³ Section 87103, subdivision (c).

¹⁴ Regulation 18700, subdivisions (b) and (d).

1 First, the individual must have been a public official.¹⁵ An employee of a department within a
2 city government agency was a public official.¹⁶

3 Second, the public official must have made, participated in making, or attempted to use his
4 official position to influence a governmental decision.¹⁷ A public official participates in a governmental
5 decision if the official provides information, an opinion, or a recommendation for the purpose of
6 affecting the decision without significant intervening substantive review.¹⁸

7 Third, the public official must have had a financial interest.¹⁹ Such interests included any source
8 of income amounting to a total of at least \$500 received by the public official within 12 months before
9 the decision is made.²⁰

10 Fourth, it must have been reasonably foreseeable that the governmental decision would have a
11 financial effect on the public official's financial interests.²¹ A financial effect on a financial interest is
12 presumed to be reasonably foreseeable if the financial interest is a named party in a governmental
13 decision before the public official or the public official's agency.²²

14 Fifth, the reasonably foreseeable financial effect must be material.²³ For income received by the
15 official for services provided in the ordinary course of business, the financial interest was material if the
16 source was a named party in the decision.²⁴

17 **Conflict of Interest Codes**

18 The Act requires every state and local agency to develop a Conflict of Interest Code.²⁵ These
19 codes must designate those officials who participate in making decisions which may foreseeably have a
20 material financial effect on any financial interest belonging to that official and require those designated
21 officials to disclose all reportable interests on SEIs.²⁶ The requirements of an agency's Conflict of
22

23 ¹⁵ Regulation 18700, subdivision (b).

24 ¹⁶ Sections 82048 and 82041.

25 ¹⁷ Regulation 18700, subdivision (b).

26 ¹⁸ Regulation 18704, subdivision (b).

27 ¹⁹ Regulation 18700, subdivision (a).

28 ²⁰ Regulation 18700, subdivision (c)(6)(C).

²¹ Regulation 18700, subdivision (d)(1).

²² Regulation 18701, subdivision (a).

²³ Regulation 18700, subdivision (d)(2).

²⁴ Regulation 18702.3, subdivision (a)(1).

²⁵ Section 87300.

²⁶ Section 87302, subdivision (a).

1 Interest Code have the force of law, and any violation of those requirements is deemed a violation of the
2 Act.²⁷

3 **City of Oxnard Conflict of Interest Code**

4 The City of Oxnard's Conflict of Interest Code, effective April 2, 2019, designated Housing
5 Inspector as a position required to file SEIs. Housing Inspectors are required to disclose all investments
6 and business positions in business entities, and sources of income, including gifts, loans and travel
7 payments, from business entities that are located in, do business in, or own real property within the
8 jurisdiction of the City; and all interests in real property which is located in whole or in part within, or
9 not more than two miles outside, the jurisdiction of the City.²⁸

10 **Regulation 18730**

11 The City of Oxnard incorporated by reference Regulation 18730 into its Conflict of Interest
12 Code.²⁹ Regulation 18730 outlines the timing and period covered for disclosing the designated
13 employees' economic interests as follows: an initial statement shall be filed by each designated
14 employee within 30 days after the effective date of the Conflict of Interest Code disclosing economic
15 interests held on the effective date of the code and income received during the 12 months prior to the
16 effective date of the code; and all persons who leave designated positions shall file Leaving Office
17 statements within 30 days after leaving office disclosing the economic interests held or received during
18 the period between the closing date of the last statement and the date of leaving office.³⁰

19 **Liability for Violations**

20 Any person who violates any provision of the Act is liable for administrative penalties up to
21 \$5,000 per violation.³¹

22 **SUMMARY OF THE EVIDENCE**

23 According to the City of Oxnard Housing Authority, Pech assumed office as a Housing Inspector
24 in December 1991 and left office on May 15, 2019. As a Housing Inspector, Pech inspected dwellings
25 and determined their suitability to rent and fair market rental value. Additionally, some of the dwellings
26

27 ²⁷ Section 87300.

²⁸ City of Oxnard Conflict of Interest Code, effective April 2, 2019.

²⁹ *Id.*

³⁰ Regulation 18730, subdivision (b)(5) and (6).

³¹ Sections 83116 and 83116.5.

1 inspected by Pech were subsidized by the U.S. Department of Housing and Urban Development
2 (“HUD”).

3 **Conflict of Interest**

4 **A. Public Official**

5 Between December 1991 and May 15, 2019, Pech was an employee of the Housing Authority
6 which is a department within the City of Oxnard. Because Pech was an employee of the City of Oxnard,
7 a local government agency, Pech was a public official.

8 **B. Governmental Decisions**

9 According to the Housing Program Supervisor, Patricia Mangallanes, the general protocol for
10 rental evaluations, rent increase requests, and suitability inspections of properties at the City of Oxnard
11 Housing Authority is that housing inspectors conduct a Housing Quality Standards (“HQS”) inspection
12 for all rental units prior to initiating a new contract, annually or biennially thereafter or when an owner
13 requests a rent increase. The inspector would also conduct the rent study to determine if the rent
14 requested by the owner was reasonable.

15 According to the City of Oxnard Housing Authority, Pech was assigned to complete multiple
16 inspections on rental units located at 521 South K Street in Oxnard. The rental units located at 521 South
17 K Street were owned by Javier Torres (“Torres”). Prior to initiating a new contract with Torres for his
18 rental property located at 521 South K Street Unit #4, the City of Oxnard Housing Authority assigned
19 Pech to complete the initial HQS inspection and rental evaluation. On December 11, 2015, Pech
20 completed the rental evaluation for 521 South K Street Unit #4 and submitted his recommendation and
21 findings for the fair market rental value of the property amounting to \$1,450 per month. On December
22 14, 2015, Pech completed and passed the initial HQS inspection for 521 South K Street Unit #4. Pech’s
23 supervisor, Senior Housing Specialist Grace Navarro (“Navarro”), confirmed she reviewed Pech’s
24 findings and rental comps but did not complete an independent check of the results for these decisions.
25 Thus, Pech participated in these governmental decisions.

26 The following year, Torres requested a rental increase for his rental property located at 521
27 South K Street Unit #1. The City of Oxnard Housing Authority assigned Pech to complete the rental
28 evaluation. On December 21, 2016, Pech completed the rental evaluation for the property located at 521

1 South K Street Unit #1 and submitted his recommendation and findings for the fair market rental value
2 of the property amounting to \$2,063 per month. Again, Navarro confirmed she reviewed Pech's findings
3 and rental comps but did not complete an independent check of the results for this decision. Thus, Pech
4 participated in this governmental decision.

5 **C. Source of Income**

6 During an interview conducted by HUD investigators on September 19, 2017, Pech admitted he
7 was paid \$75 per month in cash, amounting to \$900 per year, by Torres for managing the rental
8 properties located at 521 South K Street Unit #1 and Unit #4. Additionally, Pech admitted that he was
9 involved in the rental increases for Torres' units and approved them. Thus, Pech had a financial interest
10 in his source of income, Torres.

11 **D. Reasonably Foreseeable Financial Effect**

12 Pech's source of income financial interest, Torres, owned two rental units that required
13 inspections to determine the fair market rental value of the units and one unit's suitability to rent. Since
14 Torres was explicitly involved in the subject governmental decisions as the owner of the rental
15 properties under inspection, it is presumed to be reasonably foreseeable that the decisions would have a
16 financial effect on Torres.

17 **E. Material Financial Effect**

18 Pech's approval on the initial HQS inspection for Torres' rental property located at 521 South K
19 Street Unit #4 was material as Torres was then able to initiate a new rental contract with the City of
20 Oxnard or HUD. Also, Pech's approval of the rental amounts for each of Torres' units was material as
21 Torres was then able to rent the property located at 521 South K Street Unit #4 for \$1,450 per month and
22 the property located at 521 South K Street Unit #1 for \$2,063 per month. Since Torres was the named
23 party in these decisions, the materiality standard is met.

24 **Failure to Timely File Leaving Office SEI**

25 Since Pech remained in office until May 15, 2019, he was required to file a Leaving Office SEI
26 by the June 14, 2019 due date covering the reporting period of January 1, 2019 to May 15, 2019.
27 According to the City of Oxnard's Housing Program Manager, Brenda Lopez, Pech was asked to file a
28 Leaving Office SEI but failed to do so.

1 **VIOLATIONS**

2 Count 1: Conflict of Interest – Participate in Governmental Decision in Which Public Official Had
3 Financial Interest

4 By recommending a rental amount for property owned by Torres, a source of income financial
5 interest, on December 11, 2015, Pech, a public official, participated in making a governmental decision
6 in which he knew he had a financial interest, in violation of Government Code Section 87100.

7 Count 2: Conflict of Interest – Participate in Governmental Decision in Which Public Official Had
8 Financial Interest

9 By recommending a rental unit pass inspection for property owned by Torres, a source of income
10 financial interest, on December 14, 2015, Pech, a public official, participated in making a governmental
11 decision in which he knew he had a financial interest, in violation of Government Code Section 87100.

12 Count 3: Conflict of Interest – Participate in Governmental Decision in Which Public Official Had
13 Financial Interest

14 By recommending a rental amount for property owned by Torres, a source of income financial
15 interest, on December 21, 2016, Pech, a public official, participated in making a governmental decision
16 in which he knew he had a financial interest, in violation of Government Code Section 87100.

17 Count 4: Failure to Timely File Leaving Office SEI

18 Pech failed to timely file a Leaving Office SEI by the June 14, 2019 due date, in violation of
19 Government Code Section 87300.

20 **EXCULPATORY AND MITIGATING INFORMATION**

21 Pech is no longer in office as a Housing Inspector for the City of Oxnard Housing Authority.
22 Also, Pech has no prior enforcement history.

23 **OTHER RELEVANT MATERIAL AND ARGUMENTS**

24 On August 4, 2016, the evidence shows HUD inspectors completed a special inspection of the
25 rental property located at 521 South K Street Unit #4, which resulted in the property failing the
26 inspection for various reasons.

27 On October 31, 2016, the evidence shows Pech attended a class on HUD’s Housing Inspection
28 Manual. A key principle reviewed during the class was objectivity – the inspector must conduct the

1 inspection free of personal, class, ethnic, or neighborhood biases. At least one of the violations here
2 appears to be deliberate as the class Pech attended on HUD's Housing Inspection Manual occurred
3 approximately three weeks prior to the December 21, 2016 governmental decision. Thus, Pech knew or
4 should have known that he had a disqualifying conflict of interest and so should not have participated in
5 the governmental decisions discussed in this report.

6 On September 19, 2017, during an interview conducted by HUD investigators, Pech stated that
7 he was being paid in cash by Torres for the management of certain properties owned by Torres and that
8 all he was doing was just helping a friend out. Also, on September 19, 2017, during an interview
9 conducted by HUD investigators, Torres stated he managed the properties located at 521 South K Street
10 alone and that he has never paid Pech for any services. The evidence shows numerous checks were
11 written to Torres from Pech and from Pech to Torres.

12 On March 11, 2019, Pech filed a 2018 Annual SEI electronically and reported no interests.
13 However, the City of Oxnard's Conflict of Interest Code was not approved until April 2, 2019, so Pech
14 was required to file an initial SEI by May 2, 2019 to disclose economic interests Pech held on April 2,
15 2019 and income received during the 12 months prior to April 2, 2019.

16 CONCLUSION

17 Probable cause exists to believe Pech violated the Act as detailed above. The Enforcement
18 Division respectfully requests an order finding probable cause pursuant to Section 83115.5 and
19 Regulation 18361.4.

20 Respectfully Submitted,

21 Dated: 11/18/2020

FAIR POLITICAL PRACTICES COMMISSION

Angela J. Brereton
Enforcement Chief

Jenna Rinehart

24 _____
By: Jenna C. Rinehart
25 Commission Counsel
26 Enforcement Division
27
28

Exhibit A-2

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is: Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, California 95811. On November 19, 2020, I served the following document(s):

1. Letter dated November 19, 2020 from Jenna C. Rinehart;
2. FPPC Case No. 19/1407 Report in Support of a Finding of Probable Cause;
3. Probable Cause Fact Sheet;
4. Selected Sections of the California Government Code regarding Probable Cause Proceedings for the Fair Political Practices Commission; and
5. Selected Regulations of the Fair Political Practices Commission regarding Probable Cause Proceedings

By Personal Delivery. I personally delivered the document(s) listed above to the person(s) at the address(es) as shown on the service list below.

By personal service. At _____ a.m./p.m.: _____

I personally delivered the document(s) listed above to the person(s) at the address(es) as shown on the service list below.

By providing the document(s) listed above with instructions for registered process server to personally deliver the envelope(s) to the person(s) at the address(es) set forth on the service list below. **The signed proof of service by the registered process server will be attached as soon as it is available.**

By United States Postal Service. I enclosed the documents in a sealed envelope or package addressed to the person at the address listed below and placed the envelope or package for collection and mailing by certified mail, return receipt requested, following my company's ordinary business practices. I am readily familiar with this business' practice for collection and processing correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Sacramento County, California.

SERVICE LIST

Jose Pech



I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 19, 2020.

Chloe Hackert
Chloe Hackert

7019 2970 0001 4027 6410

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City _____

State _____

Zip _____



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November 30, 2020 at 4 02 pm
Delivered, Left with Individual
ALLEN, TX 75002

Feedback

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Text & Email Updates



Tracking History



November 30, 2020, 4:02 pm
Delivered, Left with Individual
ALLEN, TX 75002

Your item was delivered to an individual at the address at 4:02 pm on November 30, 2020 in ALLEN, TX 75002.

November 28, 2020
In Transit to Next Facility

November 24, 2020, 7:07 pm
Departed USPS Regional Facility

COPPELL TX DISTRIBUTION CENTER

November 24, 2020, 2:39 pm

Arrived at USPS Regional Facility

COPPELL TX DISTRIBUTION CENTER

November 20, 2020, 10:43 pm

Arrived at USPS Regional Facility

SACRAMENTO CA DISTRIBUTION CENTER

Product Information



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FAQs

Feedback

Exhibit A-3

From: [Jose Pech](#)
To: [Jenna Rinehart](#)
Subject: Fwd: Case No. 19/1407
Date: Tuesday, December 01, 2020 8:47:04 AM

EXTERNAL EMAIL

----- Forwarded message -----

From: Jose Pech [REDACTED]
Date: Tue, Dec 1, 2020, 10:44 AM
Subject: Case No. 19/1407
To: <jrinehart@fpp.ca.gov>

I received your notice regarding case number 19/1407 and read your findings. I am sorry for what happened my intentions were not for financial reasons rather to help tenants who were going to lose their housing vouchers with finding a place. Any money received I would use to help others with coffee or food. I guess the intentions were what I was expecting. In your notice stating I failed to fill out firm SEI, this was presented after I left my employment and I did not think it was relevant to me anymore.

I am requesting copies of the evidence of numerous checks written, as sources of income.. please email them to me. Thank you. Jose Pech,

Exhibit A-4

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is: Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, California 95811. On October 4, 2021, I served the following document(s):

1. Letter dated October 4, 2021 from Jenna C. Rinehart;
2. FPPC Case No. 19/1407 Response to Respondent's Request for Records After Service of Probable Cause Report with records attached bates-stamped pages 0001 through 0161; and
3. FPPC Case No. 19/1407 Interview Recordings of Jose Pech and Javier Torres.

By Email or Electronic Transmission. I caused the document(s) to be sent to the person(s) at the email and/or web address(es) listed below. I did not receive, within a reasonable time after transmission, any electronic message or other indication that the transmission was unsuccessful.

By United States Postal Service. I enclosed the documents in a sealed envelope or package addressed to the person at the address listed below and placed the envelope or package for collection and mailing by certified mail, return receipt requested, following my company's ordinary business practices. I am readily familiar with this business' practice for collection and processing correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Sacramento County, California.

SERVICE LIST

Via Email

Commission Assistant

Fair Political Practices Commission
CommAsst@fppc.ca.gov

Jose Pech
[REDACTED]

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 4, 2021.



Dominika Wojenska

Exhibit A-5



STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3000 • Sacramento, CA 95811

October 4, 2021

Jose Pech

Via Email: [REDACTED]

Re: In the Matter of Jose Pech; FPPC No. 19/1407

Dear Jose Pech:

On December 1, 2020, you requested records in the possession of the Enforcement Division of the Fair Political Practices Commission in seeking a finding of probable cause in the above-referenced case. Enclosed you will find documents responsive to that request in accordance with California Code of Regulations Section 18361.4, subdivision (d)(3).

Within 21 days of the date of this letter and the attached records, you have the right to file a written response to the Probable Cause Report previously served on November 30, 2020. Your response should contain a summary of law and evidence that supports a finding that the Probable Cause Report fails to establish probable cause that any or all of the alleged violations of the Act occurred. **Any response shall be filed with the Commission Assistant by electronic mail at CommAsst@fppc.ca.gov or U.S. Mail at the address listed above within 21 days from the date of this letter.** If needed, you can reach the Commission Assistant at (916) 327-8269.

Additionally, within 21 days of the date of this letter, you may request a probable cause conference which shall be filed with the Commission Assistant by electronic mail or U.S. Mail. All probable cause conferences are held at the offices of the FPPC, located at 1102 Q Street, Suite 3000, Sacramento, CA 95811. You may appear at the conference in person or by telephone. The Commission Assistant will be in contact with you to set the probable cause conference date and time.

Please note that probable cause conferences are not settlement conferences. The sole purpose of a probable cause conference is to determine whether there is probable cause to believe that respondent(s) violated the Political Reform Act. However, settlement discussions are encouraged and may take place at any time except during a probable cause conference. ***If you are interested in reaching a settlement in this matter, please contact me at (916) 323-6302 or [jrinhart@fppc.ca.gov](mailto:jrinehart@fppc.ca.gov).***

///

Thank you for your courtesy and cooperation in this matter.

Sincerely,

Jenna C. Rinehart

Jenna C. Rinehart
Commission Counsel
Enforcement Division

Enclosures: Response to Respondent's Request for Records after Service of Probable Cause Report; Records Index; Records Exhibits pp. 0001-0161

Exhibit A-6

1 ANGELA J. BRERETON
Chief of Enforcement
2 JENNA C. RINEHART
Commission Counsel
3 **FAIR POLITICAL PRACTICES COMMISSION**
1102 Q Street, Suite 3000
4 Sacramento, CA 95811
Telephone: (916) 323-6302
5 Email: JRinehart@fppc.ca.gov

6 Attorneys for Complainant
Enforcement Division of the Fair Political Practices Commission

7
8 BEFORE THE FAIR POLITICAL PRACTICES COMMISSION

9 STATE OF CALIFORNIA

10 In the Matter of) FPPC No. 19/1407
11)
12 JOSE PECH,) EX PARTE REQUEST FOR A FINDING OF
13 Respondent.) PROBABLE CAUSE AND AN ORDER THAT
14) AN ACCUSATION BE PREPARED AND
15) SERVED
16) Gov. Code § 83115.5
17)

18 **TO THE HEARING OFFICER OF THE FAIR POLITICAL PRACTICES COMMISSION:**

19 Pursuant to Section 83115.5 of the Political Reform Act (the “Act”)¹ and Regulation 18361.4,
20 Respondent, Jose Pech (“Pech”), was served with copies of a Report in Support of a Finding of Probable
21 Cause (“PC Report”) in the above-entitled matter.² The PC Report, attached as “Exhibit A,” was part of a
22 packet of materials, including a cover letter and a memorandum describing probable cause proceedings,
23 which were sent to Pech on November 19, 2020 by certified mail, with return receipt requested, and was
24 delivered on November 30, 2020. A copy of the certified mail receipt and USPS tracking results are
25 attached as “Exhibit B.”

26 In the cover letter dated November 19, 2020, and the attached materials, Pech was advised he could

27 ¹ The Political Reform Act is contained in Government Code §§ 81000 through 91014, and all statutory references are
to this code. The regulations of the Fair Political Practices Commission are contained in §§ 18110 through 18997 of Title 2 of
the California Code of Regulations, and all regulatory references are to this source.

28 ² Gov. Code § 83115.5; Cal. Code Reg., Tit. 2, § 18361.4.

1 request records of the evidence in possession of, and relied upon by, the Enforcement Division; respond
2 in writing to the PC Report; and orally present the case to the Hearing Officer at a probable cause
3 conference to be held in Sacramento. Pech was further advised that in order to have a probable cause
4 conference, he needed to make a written request for one on or before 21 days of the date he was served
5 with the PC Report, or the date he was served with the records of evidence. Additionally, Pech was advised
6 that if he did not request a probable cause conference, such a conference would not be held and probable
7 cause would be determined based solely on the PC Report and any written response that he submitted
8 within 21 days of the date he was served with the PC Report. On December 1, 2020, Pech requested
9 records of the evidence in the possession of the Enforcement Division. The Response to Respondent's
10 Request for Records After Service of Probable Cause Report was delivered to Pech on October 4, 2021.
11 To date, Pech has not submitted a written response or requested a probable cause conference.

12 WHEREFORE, based on the attached PC Report, the Enforcement Division requests a finding by
13 the Hearing Officer that probable cause exists to believe that Pech committed four violations of the Act,
14 stated as follows:

15 Count 1: By recommending a rental amount for property owned by Torres, a source of income financial
16 interest, on December 11, 2015, Pech, a public official, participated in making a governmental
17 decision in which he knew he had a financial interest, in violation of Government Code
Section 87100.

18 Count 2: By recommending a rental unit pass inspection for property owned by Torres, a source of
19 income financial interest, on December 14, 2015, Pech, a public official, participated in
making a governmental decision in which he knew he had a financial interest, in violation of
Government Code Section 87100.

20 Count 3: By recommending a rental amount for property owned by Torres, a source of income
21 financial interest, on December 21, 2016, Pech, a public official, participated in making a
22 governmental decision in which he knew he had a financial interest, in violation of
Government Code Section 87100.

23 Count 4: Pech failed to timely file a Leaving Office SEI by the June 14, 2019 due date, in violation of
24 Government Code Section 87300.

25
26 ///

Exhibit A-7

1 BEFORE THE FAIR POLITICAL PRACTICES COMMISSION

2 STATE OF CALIFORNIA

3
4 In the Matter of) FPPC No. 19/1407
5 JOSE PECH,)
6 Respondent.) FINDING OF PROBABLE CAUSE AND
7) ORDER TO PREPARE AND SERVE AN
8) ACCUSATION
9) Gov. Code § 83115.5

9 By means of an Ex Parte Request for a Finding of Probable Cause and an Order that an Accusation
10 be Prepared and Served (“Ex Parte Request”), the Enforcement Division submitted the above-entitled
11 matter to the Hearing Officer for a determination of Probable Cause. As set forth in the Ex Parte Request,
12 the Enforcement Division served a Report in Support of a Finding of Probable Cause (“PC Report”) on
13 Respondent, Jose Pech (“Pech”), concerning this matter on November 30, 2020 by certified mail, return
14 receipt requested. Accompanying the PC Report was a packet of materials that informed Pech of his right
15 to request records of the evidence in possession of, and relied upon by, the Enforcement Division; file a
16 written response to the PC Report; and to request a probable cause conference within 21 days following
17 service of the PC Report or service of the records of evidence. During the 21 days that followed service
18 of the records of evidence, Pech did not file a response or request a probable cause conference. Pursuant
19 to California Code of Regulations Title 2, Section 18361.4, determination of probable cause may be made
20 solely on papers submitted when the respondent does not request a probable cause conference.¹

21 In making a probable cause determination, it is the duty of the Hearing Officer of the Fair Political
22 Practices Commission to determine whether probable cause exists to believe that a respondent violated
23 the Political Reform Act as alleged by the Enforcement Division in the PC Report served on the
24 respondent.

25 ///

26 _____
27 ¹ The Political Reform Act is contained in Government Code Sections 81000 through 91014. The regulations of the
28 Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of
Regulations.

1 Probable cause to believe a violation has occurred can be found to exist when “the evidence
2 sufficiently supports a reasonable belief or strong suspicion that the Act has been violated.”²

3 The PC Report served on Pech and the subsequent Ex Parte Request in this matter allege four
4 violations of the Political Reform Act were committed, as follows:

5 Count 1: By recommending a rental amount for property owned by Torres, a source of income financial
6 interest, on December 11, 2015, Pech, a public official, participated in making a governmental
7 decision in which he knew he had a financial interest, in violation of Government Code
8 Section 87100.

9 Count 2: By recommending a rental unit pass inspection for property owned by Torres, a source of
10 income financial interest, on December 14, 2015, Pech, a public official, participated in
11 making a governmental decision in which he knew he had a financial interest, in violation of
12 Government Code Section 87100.

13 Count 3: By recommending a rental amount for property owned by Torres, a source of income
14 financial interest, on December 21, 2016, Pech, a public official, participated in making a
15 governmental decision in which he knew he had a financial interest, in violation of
16 Government Code Section 87100.

17 Count 4: Pech failed to timely file a Leaving Office SEI by the June 14, 2019 due date, in violation of
18 Government Code Section 87300.

19 Based on the Ex Parte Request given to me, I find that notice has been given to Pech.³ I further
20 find, based on the PC Report and the Ex Parte Request, that there is probable cause to believe Pech violated
21 the Political Reform Act as alleged in Counts 1 through 4, as identified above.

22 I therefore direct that the Enforcement Division issue an accusation against Pech in accordance
23 with this finding.

24 IT IS SO ORDERED.

25 Dated: 2-22-22

Jack Woodside

26
27 Hearing Officer
28 Fair Political Practices Commission

² Cal. Code Reg., Tit. 2, Section 18361.4, subd. (a).

³ Government Code Section 83115.5; Cal. Code Reg., Tit. 2, Section 18361.4, subd. (c).

FPPC No. 19/1407, In the matter of Jose Pech

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811. On the date below, I served the following document:

FINDING OF PROBABLE CAUSE AND ORDER TO PREPARE AND SERVE AN ACCUSATION

MANNER OF SERVICE

(U.S. Mail) By causing a true copy thereof to be served on the parties in this action through the U.S. Mail and addressed as listed below. I am familiar with the procedure of the Fair Political Practices Commission for collection and processing of correspondence for mailing with the United States Postal Service, and the fact that the correspondence would be deposited with the United States Postal Service that same day in the ordinary course of business.

SERVICE LIST

Jose Pech


(By Personal Service) On Tuesday, March 1, 2022, at approximately 3:00 p.m., I personally served:

Jenna Rinehart, Commission Counsel, at 1102 Q Street, Suite 3000, Sacramento, CA 95811.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this document is executed at Sacramento, California, on March 1, 2022.



Sasha Linker

Exhibit A-8

1 ANGELA J. BRERETON
Chief of Enforcement
2 JENNA C. RINEHART
Commission Counsel
3 **FAIR POLITICAL PRACTICES COMMISSION**
1102 Q St, Suite 3000
4 Sacramento, CA 95811
Telephone: (916) 323-6302
5 Email: JRinehart@fppc.ca.gov

6 Attorneys for Complainant
Enforcement Division of the Fair Political Practices Commission
7

8 **BEFORE THE FAIR POLITICAL PRACTICES COMMISSION**
9 **STATE OF CALIFORNIA**
10

11 In the Matter of:) FPPC No. 19/1407
12)
13 JOSE PECH,) **ACCUSATION**
14)
15 Respondent.) (Gov. Code §11503)
16)
17)

18 Complainant, the Enforcement Division of the Fair Political Practices Commission, after a finding
19 of probable cause pursuant to Government Code Section 83115.5, alleges the following:

20 **JURISDICTION**

21 1. Complainant is the Enforcement Division of the Fair Political Practices Commission (the
22 “Commission”) and makes this Accusation in its official capacity and in the public interest.

23 2. The authority to bring this action is derived from Title 2, California Code of Regulations,
24 Sections 18361 and 18361.4, subdivision (g), and the statutory law of the State of California, specifically
25 including, but not limited to, Government Code Sections 83111, 83116, and 91000.5, which assign to the
26 Enforcement Division the duty to administer, implement, and enforce the provisions of the Political
27 Reform Act, found at Government Code Sections 81000 through 91014.

28 ///

1 10. “Public Official” means every member, officer, employee, or consultant of a state or local
2 government agency.⁶ An employee of a department within a city government agency was a public
3 official.⁷

4 11. “Financial interest” includes any source of income amounting to a total of at least \$500
5 received by the public official within 12 months before the decision is made.⁸

6 12. “Government decision” means any action taken by a government agency that has a
7 financial effect on any person other than the governmental agency making the decision.⁹

8 13. In 2015 and 2016, there were four steps to determine whether an individual had a conflict
9 of interest in a governmental decision.¹⁰

10 14. First, it must have been reasonably foreseeable that the governmental decision would have
11 a financial effect on the public official’s financial interests.¹¹ A financial effect on a financial interest is
12 presumed to be reasonably foreseeable if the financial interest is a named party in a governmental decision
13 before the public official or the public official’s agency.¹²

14 15. Second, the reasonably foreseeable financial effect must be material.¹³ For income received
15 by the official for services provided in the ordinary course of business, including salary, the financial
16 effect was material if the source of income was a named party in the decision.¹⁴

17 16. Third, the material financial effect on the public official’s financial interest must not be
18 indistinguishable from its effect on the public generally.¹⁵ A governmental decision’s financial effect on
19 a public official’s financial interest is indistinguishable from its effect on the public generally if the official
20 establishes that a significant segment of the public is affected and the effect on his or her financial interest
21 is not unique compared to the effect on the significant segment.¹⁶ A unique effect on a public official’s
22 financial interest includes a disproportionate effect on a person’s income, investments, assets or liabilities,

23 ⁶ Regulation 18700, subd. (c)(1).

24 ⁷ Sections 82048 and 82041.

25 ⁸ Regulation 18700, subd. (c)(6)(C).

26 ⁹ Regulation 18700, subd. (c)(4).

27 ¹⁰ Regulation 18700, subds. (b) and (d).

28 ¹¹ Regulation 18700, subd. (d)(1).

¹² Regulation 18701, subd. (a).

¹³ Regulation 18700, subd. (d)(2).

¹⁴ Regulation 18702.3, subd. (a)(1).

¹⁵ Regulation 18700, subd. (d)(3).

¹⁶ Regulation 18703, subd. (c)(5).

1 or real property if the person is a source of income to the official.¹⁷ The burden of proof is on the official
2 to prove this affirmative defense.

3 17. Fourth, the public official must have made, participated in making, or attempted to use
4 their official position to influence a governmental decision.¹⁸ A public official participates in a
5 governmental decision if the official provides information, an opinion, or a recommendation for the
6 purpose of affecting the decision without significant intervening substantive review.¹⁹

7 **B. Conflict of Interest Codes**

8 18. The Act requires every state and local agency to develop a Conflict of Interest Code.²⁰

9 19. These codes must designate those officials who participate in making decisions which may
10 foreseeably have a material financial effect on any financial interest belonging to that official and require
11 those designated officials to disclose all reportable interests on SEIs.²¹

12 20. The requirements of an agency's Conflict of Interest Code have the force of law, and any
13 violation of those requirements is deemed a violation of the Act.²²

14 **C. City of Oxnard Conflict of Interest Code**

15 21. The City of Oxnard's Conflict of Interest Code, effective April 2, 2019, designated
16 Housing Inspector as a position required to file SEIs.²³

17 22. Housing Inspectors are required to disclose all investments and business positions in
18 business entities, and sources of income, including gifts, loans and travel payments, from business entities
19 that are located in, do business in, or own real property within the jurisdiction of the City; and all interests
20 in real property which is located in whole or in part within, or not more than two miles outside, the
21 jurisdiction of the City.²⁴

22
23 ///

24
25 ¹⁷ Regulation 18703, subd. (c)(5).

26 ¹⁸ Regulation 18700, subd. (b).

27 ¹⁹ Regulation 18704, subd. (b).

28 ²⁰ Section 87300.

²¹ Section 87302, subd. (a).

²² Section 87300.

²³ City of Oxnard Conflict of Interest Code, effective April 2, 2019.

²⁴ *Id.*

1 **D. Regulation 18730**

2 23. The City of Oxnard incorporated by reference Regulation 18730 into its Conflict of Interest
3 Code.²⁵

4 24. Regulation 18730 outlines the timing and period covered for disclosing the designated
5 employees' economic interests as follows: an initial statement shall be filed by each designated employee
6 within 30 days after the effective date of the Conflict of Interest Code disclosing economic interests held
7 on the effective date of the code and income received during the 12 months prior to the effective date of
8 the code; and all persons who leave designated positions shall file Leaving Office statements within 30
9 days after leaving office disclosing the economic interests held or received during the period between the
10 closing date of the last statement and the date of leaving office.²⁶

11 **E. Factors to be Considered by the Fair Political Practices Commission**

12 25. In framing a proposed order following a finding of a violation pursuant to Government
13 Code Section 83116, the Commission and the administrative law judge shall consider all the surrounding
14 circumstances including but not limited to the following factors set forth in Regulation 18361.5
15 subdivision (e)(1) through (8): (1) The extent and gravity of the public harm caused by the specific
16 violation; (2) The level of experience of the violator with the requirements of the Political Reform Act;
17 (3) Penalties previously imposed by the Commission in comparable cases; (4) The presence or absence of
18 any intention to conceal, deceive or mislead; (5) Whether the violation was deliberate, negligent or
19 inadvertent; (6) Whether the violator demonstrated good faith by consulting the Commission staff or any
20 other governmental agency in a manner not constituting complete defense under Government Code
21 Section 83114(b); (7) Whether the violation was isolated or part of a pattern and whether the violator has
22 a prior record of violations of the Political Reform Act or similar laws; and (8) Whether the violator, upon
23 learning of a reporting violation, voluntarily filed amendments to provide full disclosure.²⁷

24
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27 ²⁵ *Id.*

28 ²⁶ Regulation 18730, subd. (b)(5) and (6).

²⁷ Regulation 18361.5, subd. (e).

1 **GENERAL FACTS**

2 26. Complainant incorporates paragraphs 6 – 7 of this Accusation, as though completely set
3 forth here.

4 27. According to the City of Oxnard Housing Authority, Pech assumed office as a Housing
5 Inspector in December 1991 and left office on May 15, 2019.

6 28. As a Housing Inspector, Pech inspected dwellings and determined their suitability to rent
7 and fair market rental value. Additionally, some of the dwellings inspected by Pech were subsidized by
8 the U.S. Department of Housing and Urban Development (“HUD”).

9 **Conflict of Interest**

10 **F. Public Official**

11 29. Between December 1991 and May 15, 2019, Pech was an employee of the Housing
12 Authority which is a department within the City of Oxnard.

13 30. Because Pech was an employee of the City of Oxnard, a local government agency, Pech
14 was a public official.

15 **G. Governmental Decisions**

16 31. According to the Housing Program Supervisor, Patricia Magallanes, the general protocol
17 for rental evaluations, rent increase requests, and suitability inspections of properties at the City of Oxnard
18 Housing Authority is that housing inspectors conduct a Housing Quality Standards (“HQS”) inspection
19 for all rental units prior to initiating a new contract, annually or biennially thereafter or when an owner
20 requests a rent increase. The inspector would also conduct the rent study to determine if the rent requested
21 by the owner was reasonable. Additionally, a rental evaluation and a HQS inspection can be prompted
22 when an owner submits a Request for Tenancy Approval to the City of Oxnard.

23 32. In 2015 and 2016, Javier Torres (“Torres”) submitted a Request for Tenancy Approval to
24 the City of Oxnard for rental units Torres owned located at 521 South K Street.

25 33. According to the City of Oxnard Housing Authority, Pech was assigned to complete
26 multiple inspections/evaluations on rental units located at 521 South K Street.

27
28 ///

1 34. Prior to initiating a new contract with Torres for his rental property located at 521 South K
2 Street Unit #4, the City of Oxnard Housing Authority assigned Pech to complete the initial HQS inspection
3 and rental evaluation.

4 35. On December 11, 2015, Pech completed the rental evaluation for 521 South K Street Unit
5 #4 and submitted his recommendation and findings for the fair market rental value of the property
6 amounting to \$1,450 per month.

7 36. On December 14, 2015, Pech completed and passed the initial HQS inspection for 521
8 South K Street Unit #4.

9 37. Pech's supervisor, Senior Housing Specialist Grace Navarro ("Navarro"), confirmed she
10 reviewed Pech's findings and rental comps but did not complete an independent check of the results for
11 these decisions. Ultimately, this resulted in Pech's assessments being approved and on or around
12 December 15, 2015, Torres entered into a residential lease agreement with a tenant to rent 521 South K
13 Street Unit #4 for \$1,450 per month.

14 38. The following year, on or around December 15, 2016, Torres submitted a Request for
15 Tenancy Approval to the City of Oxnard for the rental property located at 521 South K Street Unit #1
16 and requested a rental value of \$2,300 per month. The City of Oxnard Housing Authority assigned Pech
17 to complete the rental evaluation.

18 39. On December 21, 2016, Pech completed the rental evaluation for the property located at
19 521 South K Street Unit #1 and submitted his recommendation and findings for the fair market rental
20 value of the property amounting to \$2,063 per month.

21 40. Again, Navarro confirmed she reviewed Pech's findings and rental comps but did not
22 complete an independent check of the results for this decision. This resulted in Pech's assessments being
23 approved and on or around January 9, 2017, Torres entered into a residential lease agreement with a
24 tenant to rent 521 South K Street Unit #1 for \$2,063 per month.

25 **H. Source of Income**

26 41. During an interview conducted by HUD investigators on September 19, 2017, Pech
27 admitted he was paid \$75 per month in cash, amounting to \$900 per year, by Torres for managing the
28

1 rental properties located at 521 South K Street Unit #1 and Unit #4. Therefore, Pech had a source of
2 income interest in Torres.

3 42. Additionally, Pech admitted that he was involved in the rental increases for Torres' units
4 and approved them.

5 **I. Reasonably Foreseeable Financial Effect**

6 43. Pech's source of income, Torres, owned two rental units that required inspections by the
7 City of Oxnard Housing Authority to determine the fair market rental value of the units and one unit's
8 suitability to rent.

9 44. Since Torres was explicitly involved in the subject governmental decisions as the owner of
10 the rental properties under inspection, it is presumed to be reasonably foreseeable that the decisions would
11 have a financial effect on Torres.

12 **J. Material Financial Effect**

13 45. Pech's approval on the initial HQS inspection for Torres' rental property located at 521
14 South K Street Unit #4 had a material financial effect on Torres because Torres was then able to initiate a
15 new rental contract with the City of Oxnard or HUD and receive rental income.

16 46. Also, Pech's approval of the rental amounts for each of Torres' units had a material
17 financial effect on Torres as Torres was then able to rent the property located at 521 South K Street Unit
18 #4 for \$1,450 per month and the property located at 521 South K Street Unit #1 for \$2,063 per month.

19 47. Since Torres was the named party in these decisions as the owner of the rental properties,
20 the materiality standard is met.

21 **Failure to Timely File Leaving Office SEI**

22 48. Since Pech left office on May 15, 2019, he was required to file a Leaving Office SEI by
23 the June 14, 2019 due date covering the reporting period of January 1, 2019 through May 15, 2019.

24 49. According to the City of Oxnard's Housing Program Manager, Brenda Lopez, Pech was
25 asked to file a Leaving Office SEI but failed to do so.

26
27
28 ///

PROCEDURAL HISTORY

1
2 50. The Enforcement Division initiated an administrative action against Pech in this matter by
3 serving a packet containing a cover letter, a Report in Support of a Finding of Probable Cause (“PC
4 Report”), a fact sheet regarding probable cause proceedings, selected sections of the Government Code
5 regarding probable cause proceedings for the Commission, and selected regulations of the Commission
6 regarding probable cause proceedings. Service of a PC Report upon the person alleged to have violated
7 the Act tolls the statute of limitations.²⁸

8 51. Pech was served with the PC Report via certified mail on or about November 30, 2020.
9 The information contained in the PC Report packet advised Pech that he had 21 days in which to request
10 records of the evidence in possession of, and relied upon by, the Enforcement Division; request a probable
11 cause conference; and/or file a written response to the PC Report. During the 21 days that followed service
12 of the PC Report, Pech requested records of the evidence to be sent via email.

13 52. Pech was served with the Response to Respondent’s Request for Records After Service of
14 Probable Cause Report (“Response to Request for Records”) via email to Pech on October 4, 2021. The
15 information contained in the cover letter to the Response to Request for Records advised Pech that he had
16 21 days in which to file a response to the PC Report and/or request a probable cause conference. During
17 the 21 days that followed service of the Response to Request for Records, Pech did not file a response to
18 the PC Report or request a probable cause conference.

19 53. By means of an Ex Parte Request for a Finding of Probable Cause and an Order that an
20 Accusation Be Prepared and Served (“Ex Parte Request”), dated February 8, 2022, the Enforcement
21 Division submitted the matter to the Hearing Officer for a determination of probable cause.

22 54. On or about February 22, 2022, the Hearing Officer issued an order finding, based on the
23 Ex Parte Request and the PC Report, that there was probable cause to believe Pech violated the Act and
24 directed the Enforcement Division to issue an Accusation against Pech in accordance with the finding.

25
26
27 ///

28 _____
²⁸ Section 91000.5, subd. (a).

1 **VIOLATIONS**

2 55. Pech committed 4 violations of the Act as follows:

3 **Count 1**

4 **Conflict of Interest**

5 56. Complainant incorporates paragraphs 1 – 55 of this Accusation, as though completely set
6 forth here.

7 57. On December 11, 2015, Pech, in his position as a Housing Inspector, participated in a City
8 of Oxnard Housing Authority governmental decision by completing a rental evaluation for a rental
9 property owned by Torres, at a time when Torres was a source of income to Pech of \$500 or more within
10 the preceding 12 months.

11 58. Since Torres was explicitly involved in the governmental decision as the owner of the
12 rental property under evaluation, it is presumed that the decision would have a reasonably foreseeable
13 financial effect on Torres that is material.

14 59. As such, Pech participated in a governmental decision in which he had a financial interest,
15 in violation of Government Code Section 87100.

16 **Count 2**

17 **Conflict of Interest**

18 60. Complainant incorporates paragraphs 1 – 59 of this Accusation, as though completely set
19 forth here.

20 61. On December 14, 2015, Pech, in his position as a Housing Inspector, participated in a City
21 of Oxnard Housing Authority governmental decision by completing an initial HQS inspection for a rental
22 property owned by Torres, at a time when Torres was a source of income to Pech of \$500 or more within
23 the preceding 12 months.

24 62. Since Torres was explicitly involved in the governmental decision as the owner of the
25 rental property under inspection, it is presumed that the decision would have a reasonably foreseeable
26 financial effect on Torres that is material.

27 63. As such, Pech participated in a governmental decision in which he had a financial interest,
28 in violation of Government Code Section 87100.

1 **Count 3**

2 **Conflict of Interest**

3 64. Complainant incorporates paragraphs 1 – 63 of this Accusation, as though completely set
4 forth here.

5 65. On December 21, 2016, Pech, in his position as a Housing Inspector, participated in a City
6 of Oxnard Housing Authority governmental decision by completing a rental evaluation for a rental
7 property owned by Torres, at a time when Torres was a source of income to Pech of \$500 or more within
8 the preceding 12 months.

9 66. Since Torres was explicitly involved in the governmental decision as the owner of the
10 rental property under evaluation, it is presumed that the decision would have a reasonably foreseeable
11 financial effect on Torres that is material.

12 67. As such, Pech participated in a governmental decision in which he had a financial interest,
13 in violation of Government Code Section 87100.

14 **Count 4**

15 **Failure to Timely File Leaving Office SEI**

16 68. Complainant incorporates paragraphs 1 – 67 of this Accusation, as though completely set
17 forth here.

18 69. As a public official, Pech had a duty under the Act to file a Leaving Office SEI by the June
19 14, 2019 due date.

20 70. According to the City of Oxnard, Pech failed to timely file this Leaving Office SEI.

21 71. By failing to timely file this Leaving Office SEI, Pech violated Government Code Section
22 87300.

23 **MITIGATING OR EXCULPATORY FACTORS**


24 72. Pech is no longer in the position of Housing Inspector for the City of Oxnard Housing
25 Authority.

26 73. Pech has no prior enforcement history.

27 74. On March 11, 2019, Pech filed a 2018 Annual SEI electronically for the reporting period
28 of January 1, 2018 through December 31, 2018 and reported no interests.

- 1 4. That the Fair Political Practices Commission, pursuant to Section 83116, subdivision (c),
2 order Pech to pay a monetary penalty of up to \$5,000 for the violation of the Political
3 Reform Act alleged in **Count 3**;
- 4 5. That the Fair Political Practices Commission, pursuant to Section 83116, subdivision (c),
5 order Pech to pay a monetary penalty of up to \$5,000 for the violation of the Political
6 Reform Act alleged in **Count 4**;
- 7 6. That the Fair Political Practices Commission, pursuant to Regulation 18361.5, subdivision
8 (e), consider the following factors in framing a proposed order following a finding of a
9 violation pursuant to Section 83116: (1) The extent and gravity of the public harm caused
10 by the specific violation; (2) The level of experience of the violator with the requirements
11 of the Political Reform Act; (3) Penalties previously imposed by the Commission in
12 comparable cases; (4) The presence or absence of any intention to conceal, deceive or
13 mislead; (5) Whether the violation was deliberate, negligent or inadvertent; (6) Whether the
14 violator demonstrated good faith by consulting the Commission staff or any other
15 governmental agency in a manner not constituting complete defense under Government
16 Code Section 83114(b); (7) Whether the violation was isolated or part of a pattern and
17 whether the violator has a prior record of violations of the Political Reform Act or similar
18 laws; and (8) Whether the violator, upon learning of a reporting violation, voluntarily filed
19 amendments to provide full disclosure.
- 20 7. That the Fair Political Practices Commission grant such other and further relief as it deems
21 just and proper.

22
23 Dated: 10/20/2022



Angela J. Breton, Chief of Enforcement
Fair Political Practices Commission

Exhibit A-9

AFFIDAVIT OF SERVICE

CAUSE No: 19/1407

BEFORE THE FAIR POLITICAL PRACTICES COMMISSION

STATE OF CALIFORNIA

IN THE MATTER OF

JOSE PECH
Respondent,

Documents: **STATEMENT TO RESPONDENT; ACCUSATION AND NOTICE OF DEFENSE**

Atlasta Process Service received the above documents on: October 20, 2022 at 6:00 P.M. to be delivered to:

JOSE PECH

I, Gean O. Smith, the undersigned, being duly sworn, depose and say, that I am duly authorized under Rule 103 and 536(a) to make delivery of the document(s) listed herein in the above styled case. I am over the age of 18, and am not a party to or otherwise interested in this matter. Delivery of said documents occurred in the following manner:

By delivering to: JOSE PECH

(Title / Relationship): RESPONDENT

Address of Service: [REDACTED]

Date of Service: NOVEMBER 5, 2022 Time of Service: 6:00 P.M.

Type of Service:

- PERSONAL SERVICE:** Individually and personally to the above named recipient.
- SUBSTITUTE SERVICE:** By leaving a true copy of said process with a person therein, who is of suitable age, at the above listed address, which is the usual place of abode or dwelling house of the above named person.
- CORPORATION / PARTNERSHIP / LLC:** By delivering a true copy of said process to an officer, agent, partner, registered agent, or anyone available to accept service for the above named entity whose name and title is listed above.
- POSTING WITH COURT ORDER:** By posting a true copy of said process along with a true copy of the Court Order with the date of service endorsed thereon by me, to the front entrance of the above listed address of service, which is the usual place of abode or dwelling house of the above named person, in compliance with state statutes and per Rule 106 Order.

"I declare under penalties of perjury that the information contained herein is true and correct.

Gean O. Smith

Signature
Gean O. Smith PSC# 4683
Authorized Person Exp: 1/31/2024
ATLASTA PROCESS SERVICE
P.O. Box 864036
Plano, Texas 75086
214-808-1568

Subscribed and sworn to before me, a notary public on November 13, 2022

Shirley Nell McClellan
Notary Public in and For The State of Texas

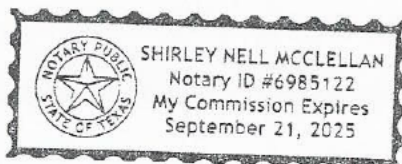


Exhibit A-10



FAIR POLITICAL PRACTICES COMMISSION

1102 Q Street • Suite 3000 • Sacramento, CA 95811

STATEMENT TO RESPONDENT

[Government Code Section 11505, subdivision (b)]

Jose Pech

FPPC Case No. 19/1407

Enclosed is an Accusation, which was filed with the Fair Political Practices Commission (the “FPPC”) and which is hereby served upon you, along with two copies of a Notice of Defense and Government Code Sections 11506 through 11508.

Unless a written request for a hearing signed by you or on your behalf is delivered or mailed to the FPPC within 15 days after the Accusation was served on you, the FPPC may proceed upon the Accusation without a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense, or by delivering or mailing a notice of defense as provided by Section 11506 of the Government Code to the Commission Assistant at the FPPC.

You may, but need not, be represented by counsel at any or all stages of these proceedings.

If you desire a list of the names and addresses of witnesses against you, or an opportunity to inspect and copy the items mentioned in Section 11507.6 of the Government Code that are in the possession, custody, or control of this agency, or if you wish to discuss the possibility of resolving this matter without a formal hearing, you may contact Jenna Rinehart, Commission Counsel, Enforcement Division, at (916) 323-6302 or at JRinehart@fppc.ca.gov.

The hearing may be postponed for good cause. If you have good cause, you are obliged to notify the FPPC or, if an administrative law judge has been assigned to the hearing, the Office of Administrative Hearings, within 10 working days after you discover the good cause. Failure to give notice within 10 days will deprive you of a postponement.

After a hearing, the FPPC will consider the following factors in determining whether to assess a penalty (Title 2, California Code of Regulations, Section 18361.5, subdivision (e)):

1. The extent and gravity of the public harm caused by the specific violation;
2. The level of experience of the violator with the requirements of the Political Reform Act;
3. Penalties previously imposed by the Commission in comparable cases;
4. The presence or absence of any intention to conceal, deceive or mislead;
5. Whether the violation was deliberate, negligent or inadvertent;
6. Whether the violator demonstrated good faith by consulting the Commission staff or any other governmental agency in a manner not constituting complete defense under Government Code Section 83114(b);
7. Whether the violation was isolated or part of a pattern and whether the violator has a prior record of violations of the Political Reform Act or similar laws; and
8. Whether the violator, upon learning of a reporting violation, voluntarily filed amendments to provide full disclosure.

GROUNDNS FOR NOTICE OF DEFENSE

- 1) I request a hearing;
- 2) I object to the Accusation upon the ground that it does not state acts or omissions upon which the agency may proceed;
- 3) I object to the form of the Accusation on the ground that it is so indefinite or uncertain that I cannot identify the transaction that is the subject of the Accusation or prepare my defense;
- 4) I admit the Accusation in whole or in part (check box "a" or "b");
 - a) I admit the Accusation in whole.
 - b) I admit the Accusation in part as indicated below:

- 5) I wish to present new matter by way of defense;
- 6) I object to the accusation upon the ground that, under the circumstances, compliance with the requirements of a regulation of the Fair Political Practices Commission would result in a material violation of another regulation enacted by another department affecting substantive rights.

Dated: _____

Respondent

Print Name

Mailing Address

City, State, Zip

Email address

Phone number

- By checking this box, I agree to accept service using the OAH e-File Transfer System. I have enclosed the Consent to Electronic Service Agreement (OAH 44).

GROUNDNS FOR NOTICE OF DEFENSE

- 1) I request a hearing;
- 2) I object to the Accusation upon the ground that it does not state acts or omissions upon which the agency may proceed;
- 3) I object to the form of the Accusation on the ground that it is so indefinite or uncertain that I cannot identify the transaction that is the subject of the Accusation or prepare my defense;
- 4) I admit the Accusation in whole or in part (check box "a" or "b");
 - a) I admit the Accusation in whole.
 - b) I admit the Accusation in part as indicated below:

- 5) I wish to present new matter by way of defense;
- 6) I object to the accusation upon the ground that, under the circumstances, compliance with the requirements of a regulation of the Fair Political Practices Commission would result in a material violation of another regulation enacted by another department affecting substantive rights.

Dated: _____

Respondent

Print Name

Mailing Address

City, State, Zip

Email address

Phone number

- By checking this box, I agree to accept service using the OAH e-File Transfer System. I have enclosed the Consent to Electronic Service Agreement (OAH 44).

OFFICE OF ADMINISTRATIVE HEARINGS

STATE OF CALIFORNIA

Consent to Electronic Service (E-Service or "SFT") Agreement

Attention: In an effort to expedite the service of documents, the Office of Administrative Hearings (OAH) allows parties to receive documents electronically. By completing this form, you are agreeing to receive your documents from OAH by Secure e-File (SFT). You may access the OAH secure e-File system at <https://www.applications.dgs.ca.gov/oah/oahsftweb> to register for an account, if you have not done so already.

Instructions

1. Complete the form.
2. Requestor information. Enter the firm/agency name, requestor's name, telephone number and the program(s) to which this form will apply.
3. Method of Service. Select the method of service and complete the contact information as applicable. Remove previous names.
4. Terms and Conditions. Read the terms and conditions. Select a condition in which this form will apply. Complete the signature authorizing service of process.

5. Submit the completed form using the Office of Administrative Hearings Secure File Transfer System at: <https://www.applications.dgs.ca.gov/oah/oahsftweb>.

One agreement must be submitted per person, per LEA, or per Governmental Agency or Law Firm, as applicable.

OFFICE OF ADMINISTRATIVE HEARINGS

STATE OF CALIFORNIA

Consent to Electronic Service (E-Service or "SFT") Agreement

Requestor Information

Full Name of Firm/Agency Requesting

Full Name of Person Requesting

Telephone Number

Please identify the program(s) to which this applies

Method of Service (Select ONE option)

The Office of Administrative Hearings will serve your documents according to the option indicated below.

Complete the information for the desired service option selected below.

Option #1 Secure e-File (SFT) Only

Option #2 U.S. Mail + Secure e-File (SFT)

Requestor's Email Address

Additional Email Addresses for Copies

Mailing Address (if mail option selected)

Remove the following additional email address(es) related to the attorney named above

Do not remove any names already in place

Terms and Conditions (Select ONE option)

By signing this form, you acknowledge and agree to receive documents from OAH according to the option selected above until notified otherwise. In the event that your contact information should change it is your responsibility to notify OAH.

I agree to accept service of documents from OAH by the option selected above for ALL current and future cases with OAH.

I no longer wish to participate in electronic service. Please cancel my previous agreement.

Requestor's Signature

By checking this box and typing my name below, I am electronically signing this agreement.

Date

Title of person making this request

For multiple requestors, you may attach an additional sheet containing a list of each requestor's contact information and additional email address(es) to be applied to each requestor.

For E-filing <https://www.applications.dgs.ca.gov/oah/oahsftweb>

OFFICE OF ADMINISTRATIVE HEARINGS

STATE OF CALIFORNIA

Privacy Notice

This notice is provided pursuant to the Information Practices Act of 1977 (Civil Code, Section 1798 et seq.).

All information and records submitted to OAH may be subject to disclosure in accordance with the California Public Records Act (Government Code, Section 6250 et seq.), and other applicable authority unless expressly prohibited by law. Proceedings before OAH and records held by OAH are public unless otherwise provided by statute (Government Code, Section 11425.20). For example, the Family Educational Rights and Privacy Act (FERPA 20 United States Code Section 1232(g)) recognizes privacy rights to educational records in certain limited circumstances. It is the obligation of the parties to determine if case filings or proceedings require privacy protections. OAH cannot provide legal advice.

The Information Practices Act requires OAH to provide notice to individuals who submit personal information to OAH.

- 1) This notice does not apply to information provided by an agency or to routine contact information collected by OAH for the purpose of identification or communication regarding the case.

- 2) To the extent this form seeks information about a need for accommodation, OAH requests the information for the sole purpose of making a determination about the accommodation an individual is seeking. An individual seeking an accommodation is not required to use this form; it is provided as a convenience only. OAH can request this information in accordance with the Americans with Disabilities Act (42 United State Code Section 12101 et seq.).

- 3) Requests for Public Records or information maintained in accordance with the Information Practices Act shall be directed to the OAH Public Records Officer, 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833, (916) 263-0550, or OAHPR@dgs.ca.gov.

California Government Code sections 11506 through 11508

§ 11506. Filing of notice of defense or notice of participation; Contents; Right to hearing on the merits

(a) Within 15 days after service of the accusation or District Statement of Reduction in Force the respondent may file with the agency a notice of defense, or, as applicable, notice of participation, in which the respondent may:

(1) Request a hearing.

(2) Object to the accusation or District Statement of Reduction in Force upon the ground that it does not state acts or omissions upon which the agency may proceed.

(3) Object to the form of the accusation or District Statement of Reduction in Force on the ground that it is so indefinite or uncertain that the respondent cannot identify the transaction or prepare a defense.

(4) Admit the accusation or District Statement of Reduction in Force in whole or in part.

(5) Present new matter by way of defense.

(6) Object to the accusation or District Statement of Reduction in Force upon the ground that, under the circumstances, compliance with the requirements of a regulation would result in a material violation of another regulation enacted by another department affecting substantive rights.

(b) Within the time specified the respondent may file one or more notices of defense, or, as applicable, notices of participation, upon any or all of these grounds but all of these notices shall be filed within that period unless the agency in its discretion authorizes the filing of a later notice.

(c) The respondent shall be entitled to a hearing on the merits if the respondent files a notice of defense or notice of participation, and the notice shall be deemed a specific denial of all parts of the accusation or District Statement of Reduction in Force not expressly admitted. Failure to file a notice of defense or notice of participation shall constitute a waiver of respondent's right to a hearing, but the agency in its discretion may nevertheless grant a hearing. Unless objection is taken as provided in paragraph (3) of subdivision (a), all objections to the form of the accusation or District Statement of Reduction in Force shall be deemed waived.

(d) The notice of defense or notice of participation shall be in writing signed by or on behalf of the respondent and shall state the respondent's mailing address. It need not be verified or follow any particular form.

(e) As used in this section, "file," "files," "filed," or "filing" means "delivered or mailed" to the agency as provided in Section 11505.

HISTORY: Added Stats 1945 ch 867 § 1. Amended Stats 1963 ch 931 § 1; Stats 1982 ch 606 § 1; Stats 1986 ch 951 § 20; Stats 1995 ch 938 § 29 (SB 523), operative July 1, 1997; Stats 2013 ch 90 § 5 (SB 546), effective January 1, 2014.

§ 11507. Amended or supplemental accusation or District Statement of Reduction in Force; Objections

At any time before the matter is submitted for decision, the agency may file, or permit the filing of, an amended or supplemental accusation or District Statement of Reduction in Force. All parties shall be notified of the filing. If the amended or supplemental accusation or District Statement of Reduction in Force presents new charges, the agency shall afford the respondent a reasonable opportunity to prepare his or her defense to the new charges, but he or she shall not be entitled to file a further pleading unless the agency in its discretion so orders. Any new charges shall be deemed controverted, and any objections to the amended or supplemental accusation or District Statement of Reduction in Force may be made orally and shall be noted in the record.

HISTORY: Added Stats 1945 ch 867 § 1. Amended Stats 2013 ch 90 § 6 (SB 546), effective January 1, 2014; Stats 2014 ch 71 § 69 (SB 1304), effective January 1, 2015.

§ 11507.3. Consolidated proceedings; Separate hearings

(a) When proceedings that involve a common question of law or fact are pending, the administrative law judge on the judge's own motion or on motion of a party may order a joint hearing of any or all the matters at issue in the proceedings. The administrative law judge may order all the proceedings consolidated and may make orders concerning the procedure that may tend to avoid unnecessary costs or delay.

(b) The administrative law judge on the judge's own motion or on motion of a party, in furtherance of convenience or to avoid prejudice or when separate hearings will be conducive to expedition and economy, may order a separate hearing of any issue, including an issue raised in the notice of defense or notice of participation, or of any number of issues.

HISTORY: Added Stats 1995 ch 938 § 30 (SB 523), operative July 1, 1997. Amended Stats 2013 ch 90 § 7 (SB 546), effective January 1, 2014.

///

§ 11507.5. Exclusivity of discovery provisions

The provisions of Section 11507.6 provide the exclusive right to and method of discovery as to any proceeding governed by this chapter.

HISTORY: Added Stats 1968 ch 808 § 3.

§ 11507.6. Request for discovery

After initiation of a proceeding in which a respondent or other party is entitled to a hearing on the merits, a party, upon written request made to another party, prior to the hearing and within 30 days after service by the agency of the initial pleading or within 15 days after the service of an additional pleading, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, including, but not limited to, those intended to be called to testify at the hearing, and (2) inspect and make a copy of any of the following in the possession or custody or under the control of the other party:

(a) A statement of a person, other than the respondent, named in the initial administrative pleading, or in any additional pleading, when it is claimed that the act or omission of the respondent as to this person is the basis for the administrative proceeding;

(b) A statement pertaining to the subject matter of the proceeding made by any party to another party or person;

(c) Statements of witnesses then proposed to be called by the party and of other persons having personal knowledge of the acts, omissions or events which are the basis for the proceeding, not included in (a) or (b) above;

(d) All writings, including, but not limited to, reports of mental, physical and blood examinations and things which the party then proposes to offer in evidence;

(e) Any other writing or thing which is relevant and which would be admissible in evidence;

(f) Investigative reports made by or on behalf of the agency or other party pertaining to the subject matter of the proceeding, to the extent that these reports (1) contain the names and addresses of witnesses or of persons having personal knowledge of the acts, omissions or events which are the basis for the proceeding, or (2) reflect matters perceived by the investigator in the course of his or her investigation, or (3) contain or include by attachment any statement or writing described in (a) to (e), inclusive, or summary thereof.

For the purpose of this section, "statements" include written statements by the person signed or otherwise authenticated by him or her, stenographic, mechanical, electrical or other recordings, or transcripts thereof, of oral statements by the person, and written reports or summaries of these oral statements.

Nothing in this section shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product.

HISTORY: Added Stats 1968 ch 808 § 4. Amended Stats 1985 ch 1328 § 5; Stats 1995 ch 938 § 31 (SB 523), operative July 1, 1997.

§ 11507.7. Motion to compel discovery; Order

(a) Any party claiming the party's request for discovery pursuant to Section 11507.6 has not been complied with may serve and file with the administrative law judge a motion to compel discovery, naming as respondent the party refusing or failing to comply with Section 11507.6. The motion shall state facts showing the respondent party failed or refused to comply with Section 11507.6, a description of the matters sought to be discovered, the reason or reasons why the matter is discoverable under that section, that a reasonable and good faith attempt to contact the respondent for an informal resolution of the issue has been made, and the ground or grounds of respondent's refusal so far as known to the moving party.

(b) The motion shall be served upon respondent party and filed within 15 days after the respondent party first evidenced failure or refusal to comply with Section 11507.6 or within 30 days after request was made and the party has failed to reply to the request, or within another time provided by stipulation, whichever period is longer.

(c) The hearing on the motion to compel discovery shall be held within 15 days after the motion is made, or a later time that the administrative law judge may on the judge's own motion for good cause determine. The respondent party shall have the right to serve and file a written answer or other response to the motion before or at the time of the hearing.

(d) Where the matter sought to be discovered is under the custody or control of the respondent party and the respondent party asserts that the matter is not a discoverable matter under the provisions of Section 11507.6, or is privileged against disclosure under those provisions, the administrative law judge may order lodged with it matters provided in subdivision (b) of *Section 915 of the Evidence Code* and examine the matters in accordance with its provisions.

(e) The administrative law judge shall decide the case on the matters examined in camera, the papers filed by the parties, and such oral argument and additional evidence as the administrative law judge may allow.

(f) Unless otherwise stipulated by the parties, the administrative law judge shall no later than 15 days after the hearing make its order denying or granting the motion. The order shall be in writing setting forth the matters the moving party is entitled to discover under Section 11507.6. A copy of the order shall forthwith be served by mail by the administrative law judge upon the parties. Where the order grants the motion in whole or in part, the order shall not become

effective until 10 days after the date the order is served. Where the order denies relief to the moving party, the order shall be effective on the date it is served.

HISTORY: Added Stats 1968 ch 808 § 5. Amended Stats 1971 ch 1303 § 8; Stats 1980 ch 548 § 2; Stats 1995 ch 938 § 32 (SB 523), operative July 1, 1997.

§ 11508. Time and place of hearing

(a) The agency shall consult the office, and subject to the availability of its staff, shall determine the time and place of the hearing. The hearing shall be held at a hearing facility maintained by the office in Sacramento, Oakland, Los Angeles, or San Diego and shall be held at the facility that is closest to the location where the transaction occurred or the respondent resides.

(b) Notwithstanding subdivision (a), the hearing may be held at either of the following places:

(1) A place selected by the agency that is closer to the location where the transaction occurred or the respondent resides.

(2) A place within the state selected by agreement of the parties.

(c) The respondent may move for, and the administrative law judge has discretion to grant or deny, a change in the place of the hearing. A motion for a change in the place of the hearing shall be made within 10 days after service of the notice of hearing on the respondent.

Unless good cause is identified in writing by the administrative law judge, hearings shall be held in a facility maintained by the office.

HISTORY: Added Stats 1945 ch 867 § 1. Amended Stats 1963 ch 710 § 1; Stats 1967 ch 17 § 39; Stats 1987 ch 50 § 1; Stats 1995 ch 938 § 33 (SB 523), operative July 1, 1997; Stats 2005 ch 674 § 22 (SB 231), effective January 1, 2006.

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, California 95811. On October 20, 2022, I served the following document(s):

1. Statement to Respondent;
2. FPPC Case No. 19/1407: Accusation;
3. Notice of Defense for Jose Pech (Two Copies);
4. Consent to Electronic Service Agreement;
5. Selected Sections of the California Government Code, Administrative Procedure Act.

By Personal Delivery. I personally delivered the document(s) listed above to the person(s) at the address(es) as shown on the service list below.

By personal service. At 3:36pm:

I personally delivered the document(s) listed above to the person(s) at the address(es) as shown on the service list below.

By providing the document(s) listed above with instructions for registered process server to personally deliver the envelope(s) to the person(s) at the address(es) set forth on the service list below. **The signed proof of service by the registered process server will be attached as soon as it is available.**

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Sacramento County, California.

SERVICE LIST

Jose Pech



I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 20, 2022.

Roone Petersen

Roone Petersen

Exhibit A-11



MEMORANDUM OF INTERVIEW

CASE NUMBER: (b) (7)(C) – **INTERVIEWEE NAME:** Jose PECH

On September 19, 2017, HUD-OIG (b) (7)(C) and (b) (7)(C) (b) (7)(C) interviewed Oxnard Housing Authority Housing Inspector Jose PECH at the City of Oxnard Housing Authority located at (b) (7)(C). PECH provided the following telephone number as a point of contact: (b) (7)(C). PECH was interviewed pursuant to information alleging that he held outside employment as a property manager for a subsidized unit located at (b) (7)(C). The interview was recorded. The agents identified themselves with badge and credential display. PECH voluntarily provided the following information:

(This report is a brief summary of the recorded interview for Jose PECH)

PECH has been employed with Oxnard Housing Authority as a Housing Inspector since December of 1991. PECH informed the agents that his manager is (b) (7)(C). As a Housing Inspector, PECH stated that he is HQS/UPC certified and holds an E.P.A. license for the rehabilitation of lead based paint. PECH expressed that he's the only housing inspector for OHA, but OHA does have contractors who also conduct housing inspections. PECH mentioned that he conducts approximately 12 inspections a day.

PECH explained the types of inspections that he conducts and identified them as so: Initial, Annual, and Special inspections. PECH stated that clerical puts together his inspection schedule and he prints it out. PECH mentioned that when he conducts his inspections the following people could be present: Owners, Tenants, and Property Managers. PECH stated that he uses a tablet to aid him in his inspections which also affords him with the ability to pass and fail a unit on spot.

PECH communicated that he did not have outside employment and articulated his understanding of the employer's policy regarding outside employment. PECH also said that he was familiar with OHA's Administrative Plan and received training for his current position.

PECH was asked questions about his relationship with (b) (7)(C) and his involvement with the units located at (b) (7)(C). The following was stated:

- PECH stated that (b) (7)(C) paid him \$75 (cash) a month to manage his properties
- PECH stated that he registered (b) (7)(C) units on GOSECTION8.COM
- PECH stated that he was involved in the rental increases for (b) (7)(C) unit and approved them.
- PECH stated the all he was doing was just helping a friend out.

Conducted by:

(b) (7)(C)

FOR OFFICIAL USE ONLY

This report is the property of the Office of Investigation. It contains neither recommendations or conclusions of the Office of Inspector General. It and its contents may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. § 552.552a.

Date Interviewed: 09/19/2017

Date Reported: 10/03/2017

Date Approved: 10/03/2017 09:13:49

PM

MEMORANDUM OF INTERVIEW

CASE NUMBER: (b) (7)(C) [REDACTED] – INTERVIEWEE NAME: Jose PECH

-COMPLETED-

This report is the property of the Office of Investigation. It contains neither recommendations nor conclusions of the Office of Inspector General. It and its contents may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. § 552,552a.

Exhibit A-12

From: [Maqallanes, Patricia](#)
To: [George Aradi](#)
Subject: Re: Request for Assistance: Jose Pech
Date: Tuesday, July 28, 2020 1:51:11 PM

EXTERNAL EMAIL

Good afternoon Mr. Aradi,

The answers to your questions are as follows:

1.) General OHA protocol for rental evaluations, rent increase requests, and suitability inspections of properties; inspectors conduct an HQS inspection for all units prior to initiating a

New contract, annually or biennially thereafter or when an owner requests a rent increase. The inspector would also conduct the rent study to determine if the rent requested by the owner was reasonable.

He obtained a rent reasonableness certification through Nan McKay and Associates, Inc. using GoSection8.com. The inspector has the ability to select a different unit other than the

one automated by the system if he believed there was a different unit that was more comparable/reasonable.

2.) The inspectors did not select or volunteer to conduct these tasks, since it was part of their job responsibilities.

3.) There are no records that reflect Mr. Peck sought to conduct these tasks for properties owned by Mr. Torres. It is the staff's responsibility to advise management that there is or may

potentially be a conflict of interest, so that the tasks could be assigned to someone else.

4.) Once the reports were submitted by the inspector, the rent comps would be reviewed by Senior Housing Specialist, Grace Navarro. If she saw anything unusual then she would or something

that did not look correct, she would return it to Jose to re-run the rent study.

5.) It appears the owner requested a rent increase amount of \$2300.00 but the rent comp maxed out at \$2,063.00 (please refer to first line under **CERTIFICATION**).

If you need further clarification or explanation please either call me at 805-385-8087 or email me. I hope I was able to answer your questions.

Sincerely,

Patricia M Sanchez HPS

On Mon, Jul 27, 2020 at 12:31 PM George Aradi <GAradi@fppc.ca.gov> wrote:

Ms. Sanchez: As you may know, the FPPC is investigating an allegation that Mr. Pech had violated the provisions of the Conflict of interest code by making or influencing a governmental decision(s) relating to income he received from Mr. Torres, an Oxnard Housing Authority-OHA landlord participant. Attached are copies of two rental evaluations by Mr. Pech of units owned by Mr. Torres, in 2015 and 2016. Also attached is an October 2016 rental increase evaluation by Mr. Pech for Mr. Torres' property. In this context I have the following questions:

1) Generally, what protocol does OHA use to assign rental evaluations, rental increase evaluations and suitability inspections of

properties to Inspectors?

- 2) Do Inspectors have the ability to select or volunteer to conduct any of these tasks?
- 3) Are there any records that reflect Mr. Pech sought to conduct these tasks for properties owned by Mr. Torres?
- 4) Once these reports are submitted by an Inspector, who has the final authority to approve?
- 5) In the case of the Mr. Pech's October 2016 rental increase evaluation, it appears that Ms. Navarro had adjusted lower Mr. Pech's recommended increase. Were any of the other two adjusted by Ms. Navarro or another supervisor?

Please feel free to call if you have any questions.

George J. Aradi

Special Investigator

Enforcement Division

Fair Political Practices Commission

1102 Q Street, Suite 3000 | Sacramento, CA 95811

Phone: (916) 327-0268 | Fax: (916) 322-1932

Email: GAradi@fppc.ca.gov

<http://www.fppc.ca.gov>

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Patricia M. Sanchez

Housing Program Supervisor

Section 8 Division

1470 Colonia Road, Oxnard, CA 93030

805-385-8087

Exhibit A-13

**Oxnard Housing Authority
Inspection Schedule**

Inspector: JOSE PECH

Inspection Date/Time

Pass

12/14/15 10:00 am Inspection Type: Initial Inspection ID: 34682
Anticipated Duration: 0 minutes
Date Tenant Notified: Tenant: VALENCIA COLBERT
Due Date: 12/13/15 Tenant Code: t0000423
Prop Code: vohcv Tenant Phone: [REDACTED]
Unit Code: 521-4SK
Address: 521-4 S K ST Mail Address: 531-7 SOUTH F ST
OXNARD, CA 93030 OXNARD, CA 93030

Bed: 2

Schedule Notes: PLEASE INSPECT UNIT AT 10:00 A.M. THE OWNER WILL BE LEAVING KEY TO
UNIT UNDER THE DOORMAT FOR YOU TO OPEN UNIT.

THANKS,
mdelgado

Exhibit A-14

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	521 S K St 4	540 W C I Blvd 600	711 S B St	520 S K St
City	Oxnard 93030	Oxnard 93033	Oxnard 93030	Oxnard 93030
LOCATION				
Subdivision	TR 211901 LT 24 MP REF 062MR 081 PR APN 2020010450	Gemini Iii Apartments Rentals Apartments.Com		
Proximity to Subject		0.63	0.71	0.05
Compare/Adjust		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
SIZE				
Beds/Baths	2/1.5	2/2	2/2	2/1
Sq. Ft.	1011	950	616	1000
Compare/Adjust		Superior / Adj: -\$30.00	Inferior / Adj: \$41.10	Inferior / Adj: \$30.00
TYPE				
Property Type	Apt	Apt	Apt	Apt
Compare/Adjust		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE & CONDITION				
Year Built	1977	1966	1987	
Condition	Average	Average	Average	Average
Compare/Adjust		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat Type/Paid By	Natural Gas/Tenant	Natural Gas/Tenant	Electric/Tenant	Electric/Tenant
Hot Water/Paid By	Natural Gas/Tenant	Natural Gas/Tenant	Natural Gas/Tenant	Natural Gas/Tenant
Cooking/Paid By	Natural Gas/Tenant	Natural Gas/Tenant	Electric/Tenant	Electric/Tenant
Sewer Type/Paid By	Public Sewer/Owner	Public Sewer/Owner	Public Sewer/Owner	Public Sewer/Owner
Water Type/Paid By	City Water/Owner	City Water/Owner	City Water/Owner	City Water/Owner
Lights/Other Electric	Tenant	Tenant	Tenant	Tenant
Compare/Adjust		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Compare/Adjust		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Stove, Dishwasher, W/D Hookups, Garbage Disposal	Stove, Refrigerator, Garbage Disposal, Pool	Washer, Dryer, Stove, Refrigerator, Garbage Disposal	Washer, Dryer, Stove, Refrigerator, Garbage Disposal
AC	None	None	None	None
Heat	Furnace	Central	Furnace	Furnace
Parking	1 - Carport			1 - Car Garage
Exterior Features				
Lot Size				
Compare/Adjust		Superior / Adj: -\$25.00	Superior / Adj: -\$50.00	Superior / Adj: -\$70.00
QUALITY				
Rating	Average	Average	Average	Average
Compare/Adjust		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
RENT ADJUSTMENTS				
Data Source	Owner/Manager	GOsection8.com / Owner	GOsection8.com / Owner	GOsection8.com / Owner
Date Listed	12/11/2015	10/17/2015	11/27/2015	8/13/2015
Date Rented				
Listing Status		Open Market	Open Market	Open Market
Asking Rent	\$1,450.00	\$1,445.00	\$1,689.00	\$1,500.00
Actual Rent		\$0.00	\$0.00	\$0.00
Adjustment		-\$55.00	-\$8.90	-\$40.00
Adjusted Monthly Rent		\$1,390.00	\$1,680.10	\$1,460.00
LOCAL MARKET ANALYSIS				
Number of Units Available in this Jurisdiction: 298				
The 245 nearest properties were analyzed for similarity and the most similar comparables were selected for this analysis.				
Payment Standard for a 2 Bedroom in Ventura County is: \$1,762.00				
GOsection8.com's Average List Price for a 2 Bedroom in this city is \$1,431.99				
CERTIFICATION				
Tenant: Colbert		Inspection Number: Initial		RR Certifier: Jose Pech v4
I (we) estimate the monthly market rent of the subject as of 12/11/2015 to be \$1,510.03.				
The Adjusted Reasonable Rent Range is \$1,390.00 to \$1,680.10				
Requested Rent Amount: \$1,450.00 Rent Approved: \$1,450.00				
Signature: <u>Jose Pech (RR Certifier)</u>		Signature: _____		
Title: _____		Title: _____		
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the , the approved contract rent IS reasonable.				

[Redacted]

[Redacted]

[Redacted]



Exhibit A-15

Inspection	Inspection #34682	Reports/Links																														
<ul style="list-style-type: none"> <input type="checkbox"/> 06/19/2019 - vohcv:560-21 Reinspection <input type="checkbox"/> 05/22/2019 - vohcv:560-21 Reinspection <input type="checkbox"/> 05/08/2019 - vohcv:560-21 Annual <input type="checkbox"/> 09/10/2018 - vohcv:2210SNOW Annual <input type="checkbox"/> 08/27/2018 - vohcv:560-21 Initial <input type="checkbox"/> 08/21/2018 - vohcv:560-21 Initial <input type="checkbox"/> 11/22/2017 - vohcv:2210SNOW Reinspection <input type="checkbox"/> 10/25/2017 - vohcv:2210SNOW Reinspection <input type="checkbox"/> 10/04/2017 - vohcv:2210SNOW Annual <input type="checkbox"/> 09/28/2017 - vohcv:2210SNOW Annual <input type="checkbox"/> 09/20/2017 - vohcv:2210SNOW Annual <input type="checkbox"/> 09/13/2017 - vohcv:2210SNOW Annual <input type="checkbox"/> 01/12/2017 - vohcv:2210SNOW Initial <input type="checkbox"/> 09/14/2016 - vohcv:521-4SK Reinspection <input type="checkbox"/> 09/07/2016 - vohcv:521-4SK Reinspection <input type="checkbox"/> 08/31/2016 - vohcv:521-4SK Reinspection <input type="checkbox"/> 08/24/2016 - vohcv:521-4SK Reinspection <input type="checkbox"/> 08/22/2016 - vohcv:521-4SK Reinspection <input type="checkbox"/> 08/08/2016 - vohcv:521-4SK Reinspection <input type="checkbox"/> 08/05/2016 - vohcv:521-4SK Annual <input type="checkbox"/> 08/04/2016 - vohcv:521-4SK Special <input type="checkbox"/> 06/16/2016 - vohcv:521-4SK Special <input type="checkbox"/> 12/14/2015 - vohcv:521-4SK Initial <input type="checkbox"/> 04/17/2012 - vohcv:531-7FST Annual <input type="checkbox"/> 03/26/2012 - vohcv:531-7FST Annual <input type="checkbox"/> 03/12/2012 - vohcv:531-7FST Annual <input type="checkbox"/> 06/02/2011 - vohcv:531-7FST Reinspection <input type="checkbox"/> 05/03/2011 - vohcv:531-7FST Reinspection <input type="checkbox"/> 04/19/2011 - vohcv:531-7FST Annual <input type="checkbox"/> 04/13/2011 - vohcv:531-7FST Annual <input type="checkbox"/> 03/16/2011 - vohcv:531-7FST Annual <input type="checkbox"/> 06/09/2010 - vohcv:531-7FST Initial 	<div style="border: 1px solid black; padding: 5px;"> <p>Locat on</p> <p>Unit 521-4SK</p> <p>Address 521-4 SOUTH K ST</p> <p>City OXNARD</p> <p>State-Zip CA 93030</p> <p>Country</p> <p>Property vohcv HCV - REGULAR</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>Contact</p> <p>Tenant t0000423 VALENCIA COLBERT (C...</p> <p>Owner t0090900 JAVIER TORRES</p> <p>Primary Inspector</p> <p>Employee jpech JOSE PECH None</p> <p>Vendor</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>Save New Close Help Delete</p> <p>Created by norma.rios on 12/11/2015. Modified by marisa delgado on 12/11/2015.</p> <p>Scheduling Results</p> </div> <div style="border: 1px solid black; padding: 5px;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Inspected Date</td> <td style="width:30%;">12/14/2015 <input type="text"/> 3:50 PM <input type="button" value="📅"/></td> <td style="width:40%;">User defined 0 <input type="text"/></td> </tr> <tr> <td>Primary Status</td> <td>Pass <input type="button" value="▼"/></td> <td>User defined 1 <input type="text"/></td> </tr> <tr> <td>Secondary Status</td> <td><input type="text"/> <input type="button" value="▼"/></td> <td>User defined 2 <input type="text"/></td> </tr> <tr> <td>Severity</td> <td><input type="text"/> <input type="button" value="▼"/></td> <td>User defined 3 <input type="text"/></td> </tr> <tr> <td>Notified Date</td> <td><input type="text"/> <input type="button" value="📅"/></td> <td>User defined 4 <input type="text"/></td> </tr> <tr> <td>Action Date</td> <td><input type="text"/> <input type="button" value="📅"/></td> <td></td> </tr> <tr> <td>Notes</td> <td colspan="2" style="border: 1px solid black; height: 100px; vertical-align: top;"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; border: 1px solid black; padding: 5px;">Inspector Signature</td> <td style="width:33%; border: 1px solid black; padding: 5px;">Owner Signature</td> <td style="width:33%; border: 1px solid black; padding: 5px;">Tenant Signature</td> </tr> <tr> <td style="text-align: center;"><input type="button" value="Add"/></td> <td style="text-align: center;"><input type="button" value="Add"/></td> <td style="text-align: center;"><input type="button" value="Add"/></td> </tr> <tr> <td style="border: 1px solid black; height: 50px;"></td> <td style="border: 1px solid black; height: 50px;"></td> <td style="border: 1px solid black; height: 50px;"></td> </tr> </table> </div>	Inspected Date	12/14/2015 <input type="text"/> 3:50 PM <input type="button" value="📅"/>	User defined 0 <input type="text"/>	Primary Status	Pass <input type="button" value="▼"/>	User defined 1 <input type="text"/>	Secondary Status	<input type="text"/> <input type="button" value="▼"/>	User defined 2 <input type="text"/>	Severity	<input type="text"/> <input type="button" value="▼"/>	User defined 3 <input type="text"/>	Notified Date	<input type="text"/> <input type="button" value="📅"/>	User defined 4 <input type="text"/>	Action Date	<input type="text"/> <input type="button" value="📅"/>		Notes			Inspector Signature	Owner Signature	Tenant Signature	<input type="button" value="Add"/>	<input type="button" value="Add"/>	<input type="button" value="Add"/>				
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Notes																																
Inspector Signature	Owner Signature	Tenant Signature																														
<input type="button" value="Add"/>	<input type="button" value="Add"/>	<input type="button" value="Add"/>																														

Exhibit A-16



CALIFORNIA
ASSOCIATION
OF REALTORS®

RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT
(C.A.R. Form LR, Revised 1/06)

Javier Torres ("Landlord") and

Valencia Colbert ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 521 South K St. #4 ("Premises"),
Oxnard, CA 93030
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____
or (if checked) the personal property on the attached addendum.

2. TERM: The term begins on (date) _____ ("Commencement Date"), (Check A or B):
- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease: and shall terminate on (date) December 14, 2016 at _____ AM PM.
Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
- A. Tenant agrees to pay \$ 1450.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by personal check, money order, cashier's check, or other _____, to
(name) Javier Torres (phone) 805-729-0109 at
(address) 823 W. Michellorena Street, Santa Barbara, CA 93101
(or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of _____ and _____
on the following days _____. If any payment is returned for non-sufficient funds ("NSF") or
because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future
Rent shall be paid by money order, or cashier's check.

4. SECURITY DEPOSIT:
- A. Tenant agrees to pay \$ 1450.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to _____ shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>12/15/2015</u> to <u>12/31/2015</u> (date)	748.00	<u>102 B. Cash</u>	<u>643.00 OTHA</u>	<u>12/15/2015</u>
*Security Deposit	1450.00		<u>1450.00 REHONORING</u>	<u>12/15/2015</u>
Other _____				
Other _____				
Total	2198.00		<u>2,143.00</u>	<u>12/15/2015</u>

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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LR REVISED 1/06 (PAGE 1 OF 6)

Tenant's Initials (VT) (_____) (_____)
Landlord's Initials (JK) (_____) (_____)

Reviewed by _____ Date _____



Premises: 1 521 South K St. #4, Oxnard, CA 93030 Date: 12/6/2015

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or _____) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 75.00 or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: attached 1 Car garage and assigned side parking and any available street parking

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: _____

The right to storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR B. Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____

except water & hot water, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or _____) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: _____

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____

- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____

- D. Landlord Tenant shall maintain enclosed patio area and balcony

- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

Tenant's Initials (VL) (_____)
Landlord's Initials (TR) (_____)

Reviewed by _____ Date _____



Premises: 1 521 South K Street #4, Oxnard, CA 93030 Date: 12/6/2015

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: NO PETS

14. RULES/REGULATIONS:
A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)
 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____.
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

15. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____.
Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)
 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within _____ days or _____.
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

16. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

17. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or 12/15/2015):
 2 key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s).
 1 key(s) to mailbox, # 7 _____
 _____ key(s) to common area(s), _____

B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials () ()
Landlord's Initials () ()

Reviewed by _____ Date _____



Premises: 521 South K Street #4, Oxnard, CA 93030 Date: 12/6/2015

- 22. **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 23. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 24. **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 25. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 26. **DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 27. **POSSESSION:**
 - A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or _____) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
 - B. Tenant is already in possession of the Premises.
- 28. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
 - A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____
 - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
 - C. **Right to Pre-Move-Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 28C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 29. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 28, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 30. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 31. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 32. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

Tenant's Initials (MC) (_____)
Landlord's Initials (JK) (_____)
Reviewed by _____ Date _____



Premises: 1 521 South K Street #4, Oxnard, CA 93030 Date: 12/6/2015

33. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.
34. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
35. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:
- | | |
|--------------------------------|---------------------------------|
| Landlord: <u>Javier Torres</u> | Tenant: <u>Valencia Gilbert</u> |
| <u>[REDACTED]</u> | <u>521 South K St. #4</u> |
| | <u>Oxnard, CA 93030</u> |

36. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
37. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
38. **MEDIATION:**
- A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
39. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 38A.
40. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
41. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** Interpreter/Translator Agreement (C.A.R. Form ITA);
 Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

The following ATTACHED supplements are incorporated in this Agreement: _____

42. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
43. **AGENCY:**
- A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
Listing Agent: (Print firm name) _____
is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.
Leasing Agent: (Print firm name) _____
(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
- B. **DISCLOSURE:** (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.
44. **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.
45. **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

Tenant's Initials (VG) (_____)
Landlord's Initials (JT) (_____)
Reviewed by _____ Date _____



Premises: 521 South K Street #4 Oxnard, CA 93030 Date: 12/6/2015

- 46. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese. Pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
- 47. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
- 48. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the premises on the above terms and conditions.

X Tenant *Valeria Collet* Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Tenant _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

GUARANTEE: In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____ Date _____
 Guarantor _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the premises on the above terms and conditions.

Landlord *James Torres* Landlord _____
 Address _____
 Telephone _____ Fax _____ E-mail _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 43.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
 This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



Exhibit A-17

Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

712546

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA) OXNARD HOUSING AUTHORITY 1470 COLONIA ROAD OXNARD CA 93030	2. Address of Unit (street address, apartment number, city, State & zip code) 571 SK APT #1
--	--

3. Requested Beginning Date of Lease 12/15/16	4. Number of Bedrooms 3 2 BATH	5. Year Constructed 1977	6. Proposed Rent 2,300 2,063.57	7. Security Deposit Amt. 2,300	8. Date Unit Available for Inspection 12/15/16
--	-----------------------------------	-----------------------------	--	-----------------------------------	---

9. Type of House/Apartment

Single Family Detached Semi-Detached / Row House Manufactured Home Garden / Walkup Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy.

Section 202 Section 221(d)(3)(BMIR) Section 236 (Insured or noninsured) Section 515 Rural Development

Home Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	XXX	T
Cooking	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	XXX	T
Water Heating	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	XXX	O
Other Electric		XXX	T
Water		XXX	O
Sewer		XXX	O
Trash Collection		XXX	O
Air Conditioning		N/A	N/A
Refrigerator		T	XXX
Range/Microwave		T	XXX
Other (specify)		N/A	N/A

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

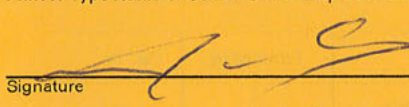
The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative <i>Javier Torres</i>		Print or Type Name of Household Head YULIANA HERRERA RODRIGUEZ	
Signature 		Signature (Household Head) <i>Yuliana Herrera</i>	
Business Address [Redacted]		Present Address of Family (street address, apartment no., city, State, & zip code) 1301-4 ISLETON PL OXNARD, CA 93030	
Telephone Number [Redacted]	Date (mm/dd/yyyy) <i>12/13/16</i>	Telephone Number [Redacted]	Date (mm/dd/yyyy) <i>9/29/16</i>

RECEIVED
 2016 DEC 14 PM 2 50
 OXNARD HOUSING AUTHORITY
 HCV PROGRAM

Exhibit A-18

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	521 S K St 1	1254 Lost Point Ln	235 W 1st St	501 Miguel Ln
City	Oxnard 93030	Oxnard 93030	Oxnard 93030	Oxnard 93030
LOCATION				
Subdivision				
Proximity to Subject		0.24	0.85	1.6
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
Size				
Beds/Baths/Half Baths	3/2/0	3/3/1	3/1/0	3/2/1
Sq. Ft.	0	1583	1000	1648
Adjustment		Superior / Adj: -\$75.00	Inferior / Adj: \$45.00	Superior / Adj: -\$30.00
TYPE				
Property Type	4 plex	townhouse/villa	4 plex	townhouse/villa
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built	1977	1992		1992
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Unknown	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer Type / Paid By	Public Sewer / Tenant	unknown / Tenant	unknown / Owner	unknown / Tenant
Water Type / Paid By	City Water / Tenant	City Water / Tenant	City Water / Owner	City Water / Tenant
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Similar / Adj: \$0.00	Superior / Adj: -\$55.00	Similar / Adj: \$0.00
MAINTENANCE				
Maintenance	Lawn, Trash		Lawn, Pest, Trash	
Adjustment		Inferior / Adj: \$50.00	Superior / Adj: -\$10.00	Inferior / Adj: \$50.00
AMENITIES				
Amenities	Garbage Disposal, W/D Hookups, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, Microwave, Pool, Stove, Gated Community	W/D Hookups, Microwave, Stove, Fenced Yard	Garbage Disposal, W/D Hookups, Stove, Gated Community
AC	None	None	None	None
Heat	Furnace	Central	Window / Wall	Furnace
Parking	2 - Car Garage	1 - Carport	2 - Carport	2 - Car Garage
Exterior Features			Patio	
Lot Size				
Adjustment		Superior / Adj: -\$45.00	Inferior / Adj: \$25.00	Superior / Adj: -\$10.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		9/30/2016	7/6/2016	9/26/2016
Date Rented			8/6/2016	
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,300.00	\$2,295.00	\$1,800.00	\$2,150.00
Actual Rent			\$1,800.00	
Adjustment		(\$70.00)	\$5.00	\$10.00
Adjusted Monthly Rent		\$2,225.00	\$1,805.00	\$2,160.00

COMPARABLE BREAKDOWN

1,671 Recent comparables in jurisdiction
 572 Similar 3 bedroom comparables in Ventura County
 139 Similar 3 bedroom comparables in the City of Oxnard
 9 Within 1.75 miles

CERTIFICATION

I (we) estimate the monthly market rent of the subject as of 12/21/2016 to be \$2,063.33.

The adjusted reasonable rent range is \$1,805.00 to \$2,225.00.

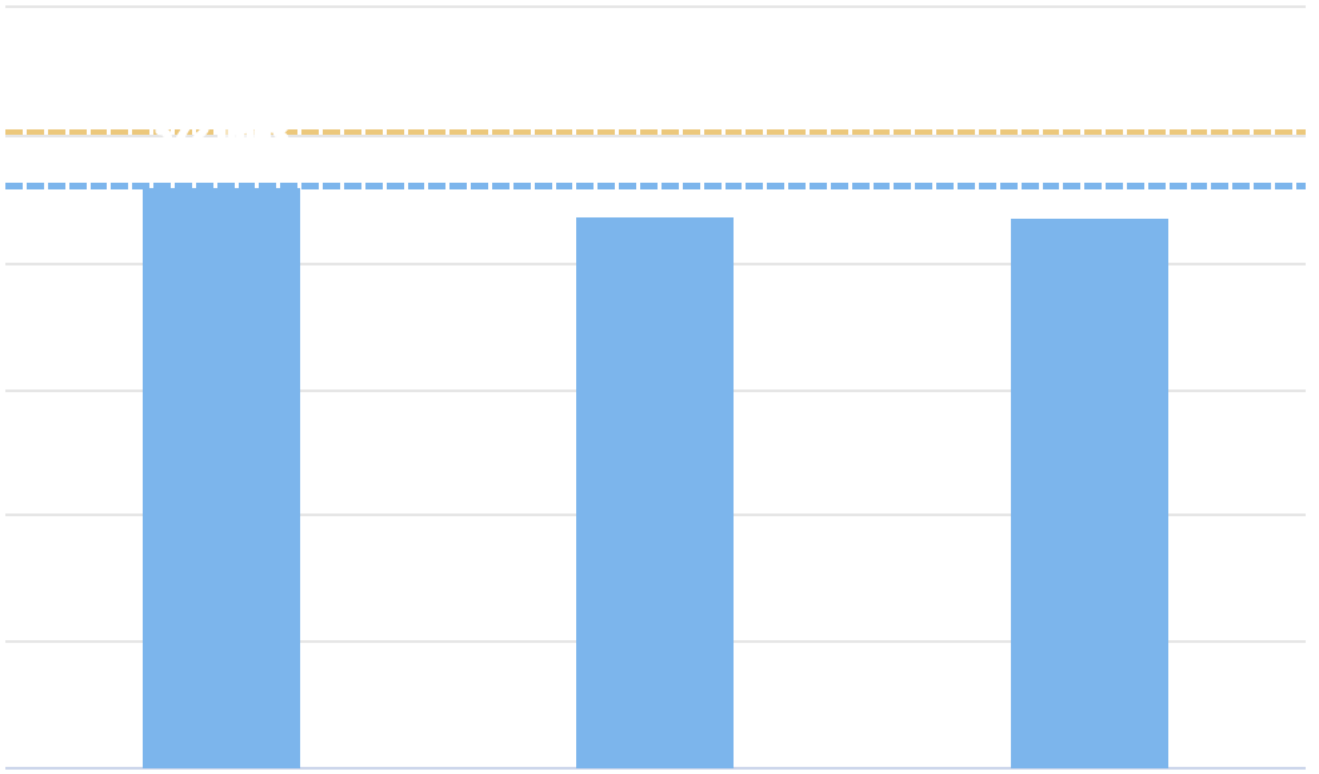
Requested Rent Amount: \$2,300.00 Rent Approved: \$2,063.00.

RR Certifier Signature: Jose Pech

QC Certifier Signature: Grace Navarro

In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Oxnard Housing Authority, the requested rent of \$2,300.00 IS NOT reasonable, and the approved rent of \$2,063.00 IS reasonable.

Certification ID [4DE9009E-04CF-4390-B8AA-3773ED1986B7](#)
 Certification Date 2016-12-21
 Version AVM 6.1, RRC 7.0, CompareForm
 Client Reference
 Voucher Bedroom 3
 Family Name Yuliana Herrera
 Housing Authority Oxnard Housing Authority
 Certifier Jose Pech
 Utility Schedule 7/14 - Apartment/ Walk Up
 Page 1 of 1 excluding appendices.



[Redacted]

[Redacted]

[Redacted]

Exhibit A-19

Residential Lease

APARTMENT – CONDOMINIUM – HOUSE

BY THIS AGREEMENT made and entered into on ~~December 15th, 2016~~ ^{January 9, 2017} between Javier Torres, herein referred to as Lessor, and Yuliana Herrera Rodriguez, herein referred to as Lessee. Lessor leases to Lessee the premises situated at 521 S "K" St, Apt 1, in the City of Oxnard, County of Ventura, State of California, and more particularly described as follows: 3 bedroom, 2 bath, 2 car garage with patio, together with all appurtenances, for a term of one (1) year, to commence on ~~December 15th, 2016~~ and to end on ~~December 15th, 2017~~ ^{January 9th 2017} JT

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Two Thousand Three Hundred Dollars (~~\$2,300.00~~) per month in advance on the 1st day of each calendar month beginning December 15th, 2016. ^{January 31, 2018} JT ~~\$2,300.00~~ ^{\$2,003}

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of cash, OR one personal check, OR one cashier's check, OR one money order made out to Javier Torres.

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of \$100.00 Dollars (\$100.00).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Fifty Dollars (\$50.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure cash, a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Two Thousand Three Hundred Dollars (\$2,300.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 5 persons, consisting of 1 adult and 4 children under the age of 18 years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given 2 key(s) to the premises and 0 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged One Hundred Fifty Dollars (\$150.00).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

N/A

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired

by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that [^] shall be provided by Lessor.

WATER/TRASH/SEWER, water Heating JT

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. No pets are allowed.

24. Display of Signs. During the last 15 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 10 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal

property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms: Lessee shall provide the following appliances: Refrigerator, stove, Washer and dryer hook-ups are provided.

• NO SMOKING.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:



Lessee:

Juliana Herberta

Lessee:

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable

Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Exhibit A-20

RECORDING REQUESTED BY
Old Republic Title Company
2714000165-PLK
AFN 202-0-211-080
WHEN RECORDED MAIL TO

Name Javier Torres & Rosario Torres
Street Address
City
State
Zip

20030514-0307302 Pg: 1 of 2
08/14/2003 08:00:00 Fees: \$686.50
Ventura County Recorder
Philip J Schmit RL

RECORDING REQUESTED BY 75
OLD REPUBLIC TITLE COMPANY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 676.50
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) City of Oxnard
() Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Rama, L.P., a California Limited Partnership

hereby GRANT(S) to Javier Torres and Rosario Torres, husband and wife,
as joint tenants

that property in the City of Oxnard, Ventura County, State of California, described
as:

Mail Tax Statements to Grantee at address above

Date May 8, 2003
Rama, L.P., a California Limited Partnership
By Ricardo S. Alvarez, G.P.
Ricardo Alvarez

STATE OF CALIFORNIA
COUNTY OF VENTURA
By Maria J. Alvarez, G.P.
Maria Alvarez

On JUNE 2, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared
RICARDO S. ALVAREZ & MARIA T. ALVAREZ

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature _____
Name LIZ KRAHENBUHL
(typed or printed)



(This area for official notarial seal)

EXHIBIT "A"

SAID LAND IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 24 OF TRACT NO. 2119-1, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 62, PAGE 81 THROUGH 83, INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE ABOVE A DEPTH OF 500 FEET, AS RESERVED IN DEEDS OF RECORD.

Exhibit A-21

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 15,111 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard ("City") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code"), which was amended on April 17, 2018 in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on April 2, 2018 at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals Resolution No. 15,111.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 2nd day of April, 2019, by the following vote:

AYES: Councilmembers Basua, Flynn, Lopez, Madrigal, Perello and Ramirez.

NOES: None.

ABSENT: Councilman MacDonald.

ABSTAIN: None.

 4/2/19

Tim Flynn, Mayor

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

Exhibit A

CITY OF

OXNARD



CALIFORNIA

CITY OF OXNARD
CONFLICT OF INTEREST CODE

April 2019

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
<u>City Attorney's Office</u>	
Assistant City Attorney	1, 2
Deputy City Attorney	1, 2
Law Office Manager	5
<u>City Clerk's Office</u>	
City Clerk	5
Assistant City Clerk	5
<u>City Manager's Office</u>	
Assistant City Manager	1, 2
Communications and Marketing Manager	1, 2
Deputy City Manager	1, 2
Legislative Affairs Manager	1, 2
Management Analyst II/III	2, 3, 5
<u>City Treasurer's Office</u>	
Assistant City Treasurer	1, 2
<u>Community Development Department</u>	
Assistant Plan Check Engineer	3, 5, 6
Assistant Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Civil Engineer	3, 5, 6
Code Compliance Manager	5, 6
Deputy Building Inspector	3, 5, 6
Deputy Building Official	3, 5, 6
Development Services Director	1, 2
Development Services Manager	1, 2
Economic Development Manager	1, 2
Junior Civil Engineer	3, 5, 6
Junior Plan Check Engineer	3, 5, 6
Junior Planner	2, 3, 5, 6
Management Analyst II/III	2, 3
Permit Coordinator	2, 3, 5, 6
Plan Check Engineer	3, 5, 6
Planning and Environmental Services Manager	1, 2
Principal Planner	2, 3, 5, 6
Project Manager	2, 3, 5, 6
Supervising Building Inspector	3, 5, 6
Supervising Civil Engineer	3, 5, 6

Cultural and Community Services Department

City Librarian	1, 5
Community Services Manager	1, 2, 5, 6
Cultural & Community Services Director	1, 2

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

Cultural Arts Supervisor	5
Library Circulation Supervisor	5
Library Management Analyst I	5
Library Services Supervisor	5
Library Systems Analyst	5
Management Analyst I/II	5, 6
Performing Arts Center Manager	5
Recreation Supervisor	5, 6

Finance Department

Assistant Chief Financial Officer	4
Budget Manager	5
Buyer	4
Chief Financial Officer	1, 2
Controller	5
Purchasing Manager	4

Fire Department

Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Fire Chief 1, 2

Fire Environmental Specialist I/II 6

Housing Department

Accounting Manager 1

Compliance Services Manager 1, 2

Grants Coordinator 5

Homeless Assistance Program Coordinator 5, 6

Housing Contract Administrator 4

Housing Director 1, 2

Housing Engineer 3, 5

Housing Financial Officer 1, 2

Housing Inspector 1, 2

Housing Maintenance Supervisor 5

Housing Modernization Superintendent 5

Housing Program Manager 6

Housing Program Supervisor 6

Housing Rehabilitation Program Manager 2, 3

Management Analyst I/II/III 3

Human Resources Department

Assistant Director of Human Resources 5

Human Resources Director 1, 2

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

Human Resources Manager 5

Workers' Compensation Manager 5

Information Technology Department

Geographic Information Systems Coordinator 5

Information Technology Director 5

Information Technology Systems Administrator 5

Network Services Coordinator 5

Systems Administrator 5

Police Department

Assistant Police Chief 1, 2

Community Affairs Manager 5

Police Chief 1, 2

Police Commander 5, 6

Police Financial Manager 5

Police Records Manager 5

Public Safety Communications Manager 5

Public Works Department

Assistant Public Works Director 1, 2

City Engineer 1, 2

Chief Operator 5

Construction & Maintenance Engineer 1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Environmental Resources/MRF Manager	2, 5, 6
Environmental Resources Supervisor	5
Facilities Maintenance Supervisor	5
Fleet Manager	5
Fleet Services Mechanic Supervisor	5
Fleet Services Operations Manager	5
Maintenance Services Manager	2, 3, 5
Management Analyst II/III	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Public Works Director	1, 2
Recycling Manager	5
Special Districts Manager	1, 2, 3
Special Districts Project Manager	1, 2, 3
Streets Manager	5
Technical Services Manager/Water Quality Manager	6
Traffic Engineer	1, 2
Transportation Services Manager	1, 2
Water Programs Manager	5
Water Resources Manager	2, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Utilities Director	1, 2
Utilities Finance Officer	5
Wastewater Division Manager	2, 5, 6
Wastewater Maintenance Manager	5
Wastewater Operations Manager	5
Water Division Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Housing Development Corporation Member	1, 2
Measure "O" Citizen Oversight Committee Member	1, 2
Mobilehome Park Rent Review Board Member	2, 6
Oxnard Convention & Visitors Bureau Member	1, 2
Performing Arts Center Corporation Board of Directors Member	5, 6

DESIGNATED POSITIONS

**DISCLOSURE CATEGORIES
ASSIGNED**

Miscellaneous

Consultants and New Positions²

1, 2

Acting Positions

Subject to the same disclosure as position performed

Interim Positions

Subject to the same disclosure as position performed

² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)

Exhibit A-22

From: Lopez, Brenda <brenda.lopez@oxnard.org>

Sent: Wednesday, March 25, 2020 1:50 PM

To: George Aradi <GARadi@fppc.ca.gov>

Subject: Re: Jose Pech: Oxnard Housing Authority: FPPC case 2019-1407

EXTERNAL EMAIL

George,

-Attached is the only Form 700 filed by Jose Pech. In addition, he was notified of his duty to file one upon resignation, however; he did not respond.

-For the training, yes, he was required to pass the HQS inspector training upon hire. However; we do not have a copy of his certificate.

-For the City of Oxnard Code of Ethics signature, Jose's personnel file is with the City Attorney's Office which is closed until further notice.

I can follow up once our offices reopen, will that work for you?

Brenda

COVER PAGE

A PUBLIC DOCUMENT

Filed Date: 03/11/2019 01:16 PM
SAN: 011900233-STH-0233

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)
Pech Jose

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

City of Oxnard

Division, Board, Department, District, if applicable

Housing Department

Your Position

Housing Inspector

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State Judge or Court Commissioner (Statewide Jurisdiction)
- Multi-County _____ County of _____
- City of Oxnard Other _____

3. Type of Statement (Check at least one box)

- Annual: The period covered is January 1, 2018, through December 31, 2018. Leaving Office: Date Left ____/____/____ (Check one circle.)
- or- The period covered is ____/____/____, through December 31, 2018. The period covered is January 1, 2018, through the date of leaving office.
- Assuming Office: Date assumed ____/____/____ The period covered is ____/____/____, through the date of leaving office.
- Candidate: Date of Election _____ and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► Total number of pages including this cover page: 1

Schedules attached

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

-or- None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)
435 S. D St. Oxnard CA 93030
DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
(805) 385-8041 jose.pech@oxnard.org

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.

Date Signed 03/11/2019 01:16 PM Signature Electronic Submission
(month, day, year) (File the originally signed paper statement with your filing official.)

Exhibit A-23

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 14,898 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard ("City") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code"), which was amended on February 23, 2016 in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on April 17, 2018 at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals Resolution No. 14,898.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

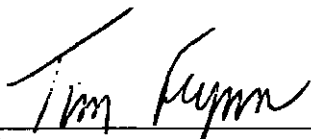
PASSED AND ADOPTED THIS 17th day of April, 2018, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

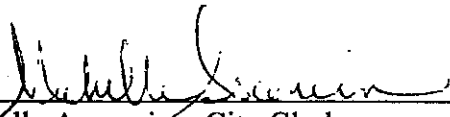
ABSENT: None.

ABSTAIN: None.



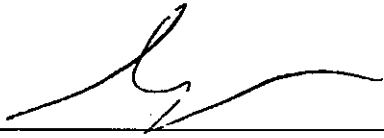
Tim Flynn, Mayor

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

Exhibit A

CITY OF

OXNARD



CALIFORNIA

**CITY OF OXNARD
CONFLICT OF INTEREST CODE**

MARCH 2018

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Deputy City Attorney	1, 2
Law Office Manager	5

City Clerk's Office

City Clerk	5
Assistant City Clerk	5

City Manager's Office

Assistant City Manager	1, 2
Facilities Maintenance Supervisor	5
Fleet Services Operations Manager	5
Fleet Services Mechanic Supervisor	5
Fleet Manager	5
Geographic Information Systems Coordinator	5
Information Technology Director	5
Information Technology Systems Administrator	5
Legislative Affairs Manager	1, 2
Maintenance Services Manager	2, 3, 5

DESIGNATED POSITIONS

**DISCLOSURE CATEGORIES
ASSIGNED**

Management Analyst II/III	2, 3, 5
Network Services Coordinator	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Media & Community Relations Manager	1, 2
Systems Administrator	5

Community Development Department

Economic Development Director	1, 2
Management Analyst II	2, 3
Project Manager	2, 3

Development Services Department

Development Services Director	1, 2
Development Services Manager	1, 2
Planning and Environmental Services Manager	1, 2
Management Analyst II	5
Code Compliance Manager	5, 6
Plan Check Engineer	3, 5, 6
Assistant Plan Check Engineer	3, 5, 6
Junior Plan Check Engineer	3, 5, 6

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

Supervising Civil Engineer	3, 5, 6
Civil Engineer	3, 5, 6
Junior Civil Engineer	3, 5, 6
Supervising Building Inspector	3, 5, 6
Deputy Building Official	3, 5, 6
Principal Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6
Assistant Planner	2, 3, 5, 6
Junior Planner	2, 3, 5, 6
Project Manager	2, 3, 5, 6
Permit Coordinator	2, 3, 5, 6

Finance Department

Budget Manager	5
Accounting Manager (Purchasing)	4
Assistant Chief Financial Officer	4
Buyer	4
Controller	5

Fire Department

Fire Chief	1, 2
Assistant Fire Chief	1, 2
Battalion Chief	5, 6

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5
Fire Environmental Specialist I/II	6

Housing Department

Housing Director	1, 2
Accounting Manager	1
Grants Coordinator	5
Housing Contract Administrator	4
Housing Program Manager	6
Housing Program Supervisor	6
Housing Maintenance Supervisor	5
Housing Modernization Superintendent	5
Housing Rehabilitation Program Manager	2, 3
Housing Engineer	3, 5
Homeless Assistance Program Coordinator	5, 6
Compliance Services Manager	1, 2
Management Analyst I/II/III	3

Human Resources Department

Human Resources Director	1, 2
--------------------------	------

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

Assistant Director of Human Resources	5
Human Resources Manager	5
Workers' Compensation Manager	5

Cultural and Community Services Department

Cultural & Community Services Director	1, 2
City Librarian	1, 5
Library Services Supervisor	5
Library Circulation Supervisor	5
Library Systems Analyst	5
Library Management Analyst I	5
Recreation Supervisor	5, 6
Community Services Manager	1, 2, 5, 6
Management Analyst I/II	5, 6
Performing Arts Center Manager	5
Cultural Arts Supervisor	5

Police Department

Police Chief	1, 2
Assistant Police Chief	1, 2
Police Commander	5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Police Financial Manager	5
Community Affairs Manager	5
Police Records Manager	5
Public Safety Communications Manager	5

Public Works Department

Public Works Director	1, 2
Assistant Public Works Director	1, 2
City Engineer	1, 2
Transportation Services Manager	1, 2
Traffic Engineer	1, 2
Management Analyst II/III	5
Water Programs Manager	5
Water Resources Manager	2, 5, 6
Environmental Resources/MRF Manager	2, 5, 6
Environmental Resources Supervisor – Supervisor Maintenance	5
Environmental Resources Supervisor – Health & Safety	5
Environmental Resources Supervisor – Zero Waste/Recycling	5
Environmental Resources Supervisor- Collections	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Construction & Maintenance Engineer	1, 2
Recycling Manager	5
Streets Manager	5
Chief Operator	5
Wastewater Operations Manager	5
Wastewater Maintenance Manager	5
Technical Services Manager/Water Quality Manager	6
Utilities Director	1, 2
Utilities Finance Officer	5
Water Division Manager	2, 5, 6
Wastewater Division Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Mobilehome Park Rent Review Board Member	2, 6
Performing Arts Center Corporation Board of Directors Member	5, 6
Measure "O" Citizen Oversight Committee Member	1, 2
Parks, Recreation and Community Services Commissioner	1, 2

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

Cultural Arts Commission Commissioner 1, 2

Senior Services Commission Commissioner 1, 2

Library Board Member 1, 2

Miscellaneous

Consultants and New Positions² 1, 2

Acting Positions Subject to the same disclosure as position performed

Interim Positions Subject to the same disclosure as position performed

² Individuals providing services as a "consultant," as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)

Exhibit A-24

Special Inspection | 8/4/16 |

Inspection Checklist
Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family VALENCIA COLBERT	Tenant ID Number t.0000423	Date of Request (mm/dd/yyyy)
Inspector CESAR FONSECA & JIM STARR	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy) 08/04/2016
Type of Inspection <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Special <input type="checkbox"/> Reinspection	Date of Last Inspection (mm/dd/yyyy)	PIA

A. General Information		Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input checked="" type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise; 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (Including Street, City, County, State, Zip) 521 #4 SOUTH K ST OXNARD CA 93030		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected JAVIER TORRES	Phone Number [REDACTED]	
Address of Owner or Agent [REDACTED]		

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the F-MR or Payment Standard	Number of Sleeping Rooms 2	

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	Description	Yes Pass	No Fail	In- Conc	
1.	Living Room				
1.1	Living Room Present	✓			
1.2	Electricity	✓			
1.3	Electrical Hazards	✓			
1.4	Security	✓			
1.5	Window Condition	✓			
1.6	Ceiling Condition	✓			
1.7	Wall Condition	✓			
1.8	Floor Condition	✓			

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pass	No Fail	In-Gonc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	✓			<input checked="" type="checkbox"/> Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present	✓				
2.2	Electricity	✓				
2.3	Electrical Hazards <i>PASS</i>		✓		CHECK NOTES LAST PAGE	
2.4	Security	✓				
2.5	Window Condition	✓				
2.6	Ceiling Condition	✓				
2.7	Wall Condition <i>PASS</i>		✓		BIG HOLE UNDER KITCHEN SINK	
2.8	Floor Condition	✓				
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	✓			<input checked="" type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven <i>PASS</i>		✓		IMPROPER RANGE HOOD (VENT)	
2.11	Refrigerator	✓				
2.12	Sink	✓				
2.13	Space for Storage, Preparation, and Serving of Food	✓				
3. Bathroom						
3.1	Bathroom Present	✓				
3.2	Electricity	✓				
3.3	Electrical Hazards	✓				
3.4	Security	✓				
3.5	Window Condition	✓				
3.6	Ceiling Condition	✓				
3.7	Wall Condition	✓				
3.8	Floor Condition	✓				
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	✓			<input checked="" type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit	✓				
3.11	Fixed Wash Basin or Lavatory in Unit	✓				
3.12	Tub or Shower in Unit	✓				
3.13	Ventilation	✓				

Item No.	4. Other Rooms Used For Living and Dining	Halls	Yes	No	In-	Comment	Final Approval Date (mm/dd/yyyy)	
			Pass	Fail	Conc.			
4.1	Room Code* and Room Location	[1] Left	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	2 Floor Level	
4.2	Electricity/Illumination		<input checked="" type="checkbox"/>					
4.3	Electrical Hazards		<input checked="" type="checkbox"/>					
4.4	Security		<input checked="" type="checkbox"/>					
4.5	Window Condition		<input checked="" type="checkbox"/>					
4.6	Ceiling Condition		<input checked="" type="checkbox"/>					
4.7	Wall Condition		<input checked="" type="checkbox"/>					
4.8	Floor Condition		<input checked="" type="checkbox"/>					
4.9	Lead-Based Paint					<input checked="" type="checkbox"/> Not Applicable		
	Are all painted surfaces free of deteriorated paint?		<input checked="" type="checkbox"/>					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?		<input checked="" type="checkbox"/>					
4.10	Smoke Detectors		<input checked="" type="checkbox"/>					
4.1	Room Code* and Room Location	[1] Right	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	___ Floor Level	
4.2	Electricity/Illumination		<input checked="" type="checkbox"/>					
4.3	Electrical Hazards		<input checked="" type="checkbox"/>					
4.4	Security		<input checked="" type="checkbox"/>					
4.5	Window Condition		<input checked="" type="checkbox"/>					
4.6	Ceiling Condition		<input checked="" type="checkbox"/>					
4.7	Wall Condition		<input checked="" type="checkbox"/>					
4.8	Floor Condition		<input checked="" type="checkbox"/>					
4.9	Lead-Based Paint					<input checked="" type="checkbox"/> Not Applicable		
	Are all painted surfaces free of deteriorated paint?		<input checked="" type="checkbox"/>					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?		<input checked="" type="checkbox"/>					
4.10	Smoke Detectors		<input checked="" type="checkbox"/>					
4.1	Room Code* and Room Location	[4]	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	___ Floor Level	
4.2	Electricity/Illumination		<input checked="" type="checkbox"/>					
4.3	Electrical Hazards		<input checked="" type="checkbox"/>					
4.4	Security		<input checked="" type="checkbox"/>					
4.5	Window Condition		<input checked="" type="checkbox"/>					
4.6	Ceiling Condition		<input checked="" type="checkbox"/>					
4.7	Wall Condition		<input checked="" type="checkbox"/>					
4.8	Floor Condition		<input checked="" type="checkbox"/>					
4.9	Lead-Based Paint					<input checked="" type="checkbox"/> Not Applicable		
	Are all painted surfaces free of deteriorated paint?		<input checked="" type="checkbox"/>					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?		<input checked="" type="checkbox"/>					
4.10	Smoke Detectors		<input checked="" type="checkbox"/>					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass (Circle One)	No Fail (Circle One)	In-Comp. (Circle One)	Comment (Circle One)	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <u>151</u>				Right/Center/Left Front/Center/Rear <u>2</u> Floor Level	
4.2	Electricity/Illumination	✓				
4.3	Electrical Hazards <u>PASS</u>	✓	✓		NO GFCI BY BATHROOM SINK	
4.4	Security	✓				
4.5	Window Condition	✓				
4.6	Ceiling Condition	✓				
4.7	Wall Condition	✓				
4.8	Floor Condition	✓				
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	✓			<input checked="" type="checkbox"/> Not Applicable	
4.10	Smoke Detectors				N/A	
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear <u> </u> Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6	✓				
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation	✓				
6.2	Condition of Stairs, Rails, and Porches	✓				
6.3	Condition of Roof/Gutters	✓				
6.4	Condition of Exterior Surfaces	✓				
6.5	Condition of Chimney	✓				
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?	✓			<input checked="" type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs	✓				
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment	✓				
7.2	Safety of Heating Equipment	✓				
7.3	Ventilation/Cooling	✓				
7.4	Water Heater	✓				
7.5	Approvable Water Supply	✓				
7.6	Plumbing	✓				
7.7	Sewer Connection	✓				
8. General Health and Safety						
8.1	Access to Unit	✓				
8.2	Fire Exits	✓				
8.3	Evidence of Infestation	✓				
8.4	Garbage and Debris	✓				
8.5	Refuse Disposal	✓				
8.6	Interior Stairs and Common Halls	✓				
8.7	Other Interior Hazards	✓				
8.8	Elevators			✓		
8.9	Interior Air Quality	✓				
8.10	Site and Neighborhood Conditions	✓				
8.11	Lead-Based Paint: Owner's Certification				<input checked="" type="checkbox"/> Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

3. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability _____

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes No
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes No

V. Inspection Summary/Comments (Optor.

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number t423	Inspector CESAR & JIM	Date of Inspection (mm/dd/yyyy) 08/04/2016	Address of Inspected Unit 521 #4 SOUTH K ST OXNARD CA 93030
Type of Inspection	Initial <input type="checkbox"/>	Special <input checked="" type="checkbox"/>	Reinspection <input type="checkbox"/>
Item Number	Reason for "Fail" or "Pass with Comments" Rating		

FAIL

KITCHEN

Outlets needs to protected (GFCI) by sink
Missing light bulb
Hole under kitchen sink
Range hood inappropriate (VENT)

LIVINGROOM

No C/O detector

BATHROOMS

Upstairs and downstairs bathrooms no GFCI by sink

NOTE

Downstairs bathroom toilet constantly running
Check downstairs window tracks tenant complaining about debris left behind!!
(clean window tracks)

Continued on additional page Yes No

Previous editions are obsolete

Exhibit A-25



TA HQS Inspections

Created by: brenda.lopez@oxnard.org · Your response: ✓ Yes, I'm going

Time

8:30am - 4:30pm (Pacific Time)

Date

Mon Oct 31, 2016

Where

1470 Colonia Road, Oxnard, CA

Description

HQS Inspection overview for In-House Inspector:
Jose Pech. Event will take place in conference room
at the 1470 Colonia Rd. location.

My Notes

Guests

- ✓ brenda.lopez@oxnard.org
- ✓ jose.pech@oxnard.org
- ~~✓ patricia.magallanes@oxnard.org~~
- ✓ william.m.rhodes@hud.gov
- ✓ Fredi Contreras
- ✓ Gustavo Reyner

✓ verified all in attendance
x Brenda Lopez 10/31/16

I have read Chapter 8 of the Admin Plan as of November 7, 2016.

Marilu Duran

M Duran

Rachel Delgadillo

R Delgadillo

Grace Navarro

DECLARATION OF 11-15-2016

Veronica Martinez

Veronica Martinez

Norma Rios

Norma Rios

Sylvia Gutierrez

Sylvia Gutierrez

Jose Pech

Jose Pech

Kathy Cano

Kathy Cano

Marissa Delgado

Marissa Delgado

Elsa Andrade

Elsa Andrade

Patricia Sanchez

Patricia Sanchez



U.S. Department of Housing and Urban Development
Office of Housing

ORIGINAL

HUD-0-14910

Housing Inspection Manual

Section 8 Existing Housing Program

purchased at very little cost at a hardware store. To determine whether electric current is present in an outlet, the tester is simply plugged into the outlet. The use of a circuit tester is explained in Section III.

4. Additional Inspection Guidelines

This section will cover general inspection practices that are common to all types of inspection (initial, annual and complaint). Specific guidelines, by type of inspection, for scheduling and interacting with owners and tenants during and after the inspection, are given in Sections I-6, I-7, and I-8 of this Manual.

Principles of Good Inspection

To the general public, the inspector acts as the representative of the PHA and the Section 8 Program. In many cases the inspector will be the single most visible contact between the owner, tenant and the PHA. It is therefore essential that he or she carry out the functions with the highest levels of professionalism. The data collected during the inspection will have important bearing on leasing, rents, and repairs. The inspection must be carried out thoroughly and accurately so that it can serve as the basic record to justify the PHA's decisions and recommendations on each particular unit. The inspection guidelines reviewed below outline key principles for professional inspections:

- **Consistency and Accuracy:** Accuracy and consistency are essential to the inspector's and the PHA's position in defending decisions on units. If the unit fails the HUD Housing Quality Standards (or an approved variation) and an identical unit passes, the grounds for the PHA's defense of its decision is seriously eroded. Accuracy and consistency are measures of the inspector's professional competency. Be accurate in applying the standards explained in this Manual. Be consistent from one unit to the next.
- **Focus:** The HUD Housing Quality Standards relate to permanent aspects of the house or apartment itself and not to the furnishings owned by the tenant. The inspector's judgment on a specific housing quality

item (such as ceiling and wall condition) should not be affected by a superficial condition such as an unmade bed or laundry lying around the room.

- **Objectivity:** The inspector must conduct the inspection free of personal, class, ethnic, or neighborhood biases. If the inspector has a background in other types of housing inspection (e.g., code enforcement or real estate appraisal), the perspective of this previous work must not interfere with the application of the HUD requirements set out in this Manual and on the Checklist.
- **Completeness:** The inspector must fill out the entire Checklist so that no HUD requirements are missed in evaluating the unit.
- **Legibility:** The Checklist must be filled out in a legible manner so that it can later be used as a basis for assessing issues such as tenant liability for repair, the reasonableness of rent changes, and repair negotiations. The inspector will also need the completed Checklist as documentation of his or her reasons for failure of a unit and may need to defend the decision based on this documentation. Also, other individuals may need to review the Checklist at a later date and must be able to easily read and interpret the Checklist ratings. Legibility applies to the inspector's checking of boxes as well as to the writing in of comments and details in the area on the right of the form.
- **Confidentiality:** The inspection results can be shared only with the following parties: the PHA staff, the tenant, and the owner. They should not be shared with other individuals outside of this group (e.g., neighbors of the tenant, other Section 8 participants).

Judgment Calls and Exceptions

Although the Checklist and this Manual have been developed in an attempt to reduce the amount of discretion needed to perform the inspection, there will obviously be numerous cases when an inspector's decision will be a "judgment call." In this case it is recommended that the inspector record the reason for the decision and then review the particular decision with the inspection

Exhibit A-26



STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3000 • Sacramento, CA 95811

May 4, 2023

Jose Pech



NOTICE OF DEFAULT DECISION AND ORDER

Re: FPPC Case No. 19/1407; In the Matter of Jose Pech

Dear Jose Pech:

On November 5, 2022, you were personally served with an accusation in the above referenced matter. Pursuant to the Administrative Procedure Act, you were required to file a notice of defense within 15 days after service of the accusation to request an administrative hearing. You did not file a notice of defense. **As a result, you have waived your right to an administrative hearing.**¹

The Fair Political Practices Commission (the “Commission”) will proceed with a default, decision and order (“default”) against you. The initial notice of this default will appear on the published agenda for the Commission’s public meeting on May 18, 2023. This agenda will be public and you could be contacted by the media with questions. The Commission will be asked to adopt the default at the subsequent public meeting on June 15, 2023 and impose an administrative penalty of \$14,000 against you.

Following the issuance of the default, the Commission will obtain a judgment in superior court for the amount owed and then take action to collect the judgment. Please be advised that administrative penalties for violations of the Political Reform Act cannot be discharged in bankruptcy proceedings.

You may still resolve this matter informally by way of a stipulated settlement if an agreement can be reached prior to this matter appearing for consideration by the Commission. Please contact me at (916) 323-6302 (voicemail) or jrinehart@fppc.ca.gov if you wish to enter into a settlement to resolve this matter in its entirety.

Sincerely,

Jenna Rinehart

Jenna C. Rinehart
Commission Counsel
Enforcement Division

¹ Government Code section 11505.

Exhibit A-27



STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3050 • Sacramento, CA 95811

June 22, 2023

Jose Pech



NOTICE OF INTENT TO ENTER DEFAULT DECISION AND ORDER

Re: FPPC Case No. 19/1407; In the Matter of Jose Pech

Dear Jose Pech:

On November 5, 2022, you were personally served with an accusation in the above referenced matter. Pursuant to the Administrative Procedure Act, you were required to file a notice of defense within 15 days after service of the accusation to request an administrative hearing. You did not file a notice of defense. **As a result, you have waived your right to an administrative hearing.**¹

The Fair Political Practices Commission (the “Commission”) will proceed with a default, decision and order (“default”) against you. The initial notice of this default appeared on the published agenda for the Commission’s public meeting on June 15, 2023. The Commission will be asked to adopt the default at its public meeting scheduled for August 17, 2023 and impose an administrative penalty of \$14,000 against you. A copy of the default, decision, and order and accompanying exhibits the Commission will consider at its meeting on August 17, 2023 is enclosed with this letter.

You may, but you are not required to, provide a response brief, along with any supporting materials, no later than five calendar days before the Commission hearing at which the default is scheduled to be heard. Your response brief must be served on the Commission Assistant, at the above address.

Following the issuance of the default order and imposition of the administrative penalty, we will commence legal proceedings to collect this fine, which may include converting the Commission’s order to a court judgment. Please be advised that administrative penalties for violations of the Political Reform Act cannot be discharged in bankruptcy proceedings.

///

¹ Government Code Section 11505.

This letter is your last opportunity to resolve this matter informally by way of a stipulated settlement, before the default proceedings are commenced. If we do not reach a resolution, the enclosed documents will be placed on the Commission's agenda for the August 17, 2023 meeting. Please contact me at (916) 323-6302 (voicemail) or jrinehart@fppc.ca.gov if you wish to enter into a negotiated settlement.

Sincerely,

Jenna Rinehart

Jenna C. Rinehart
Commission Counsel
Enforcement Division

Enclosures: Default Decision and Order, Exhibit 1 and attachments