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***Foothill - De Anza Community College  
District Affordable Student Housing  
Project***  
**RELOCATION PLAN**

**PREPARED FOR:**

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# TABLE OF CONTENTS

INTRODUCTION	1
I. PROJECT DESCRIPTION	2
A. REGIONAL LOCATION	2
B. PROJECT SITE LOCATION AND DESCRIPTION	3
II. ASSESSMENT OF RELOCATION NEEDS	5
A. SURVEY METHOD	5
B. TENANT DATA	5
1. Current Occupants	5
2. Replacement Housing Needs	5
3. Income	6
4. Ethnicity/Language	6
5. Senior/Handicapped Households	6
6. Preferred Area to Relocate	6
III. RELOCATION RESOURCES	7
A. METHODOLOGY	7
B. REPLACEMENT HOUSING AVAILABILITY	7
1. Residential Rental Housing	7
2. Summary	9
C. RELATED ISSUES	9
1. Concurrent Residential Displacement	9
IV. THE RELOCATION PROGRAM	10
A. ADVISORY ASSISTANCE	10
B. RELOCATION BENEFITS	12
1. Residential Moving Expense Payments	12
2. Rental Assistance to Tenants Who Choose to Rent	13
3. Downpayment Assistance to Tenants Who Choose to Purchase	15
C. PROGRAM ASSURANCES AND STANDARDS	15
D. GENERAL INFORMATION REGARDING THE PAYMENT OF RELOCATION BENEFITS	15
E. LAST RESORT HOUSING	16
F. IMMIGRATION STATUS	17
G. RELOCATION TAX CONSEQUENCES	17
V. ADMINISTRATIVE PROVISIONS	18
A. NOTICES	18
B. PRIVACY RECORDS	19
C. GRIEVANCE PROCEDURES	19
D. EVICTION POLICY	19
E. CITIZEN PARTICIPATION	20
F. PROJECTED DATE OF DISPLACEMENT	20
G. ESTIMATED RELOCATION COSTS	20

## LIST OF TABLES

TABLE 1:	Availability and Cost of Replacement Rental Housing	7
TABLE 2:	Schedule of Fixed Moving Payments	13
TABLE 3:	Computation of Rental Assistance Payments – State	14

## LIST OF EXHIBITS

- EXHIBIT A: HUD Income Levels
- EXHIBIT B: Available Comparable Housing
- EXHIBIT C: Residential Informational Brochure
- EXHIBIT D: General Information Notice
- EXHIBIT E: Notice of Eligibility
- EXHIBIT F: Notice to Vacate
- EXHIBIT G: Public Comments & Responses

# INTRODUCTION

Foothill-De Anza Community College District (District) is planning to acquire the property located at 7918 McClellan Road, Cupertino, CA 95014 (Project site or Property) for the purpose of the De Anza Community College District Affordable Student Housing Project (Project). The Project aims to renovate the Site and create 94 affordable student housing units. There will be no demolition of the existing improvements at the Project Site.

The Project Site, currently called the McClellan Terrace Apartments, is improved with eight buildings containing 94 family housing units. Of the 94 units, 80 are currently occupied (including one unit for onsite management) and will be required to permanently relocate due to the Project. Once vacant, the existing units will be renovated and there will be no loss of units at the Site.

The proposed Project will be financed using California Proposition 39 Measure G funds. Therefore, all relocation planning services will be in compliance with the California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development, and Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

The District retained Overland, Pacific & Cutler, LLC (OPC), a GFT Company, to prepare a Relocation Plan (Plan) to address the residential tenant displacements. The proposed Project and Relocation Plan is in conformance with the local housing element.

When the proposed Project moves forward, it would cause the permanent displacement of 80 occupied households who would be eligible for relocation assistance. The needs and characteristics of the tenants and the District's program to provide assistance to each affected person are general subjects of this Relocation Plan (Plan).

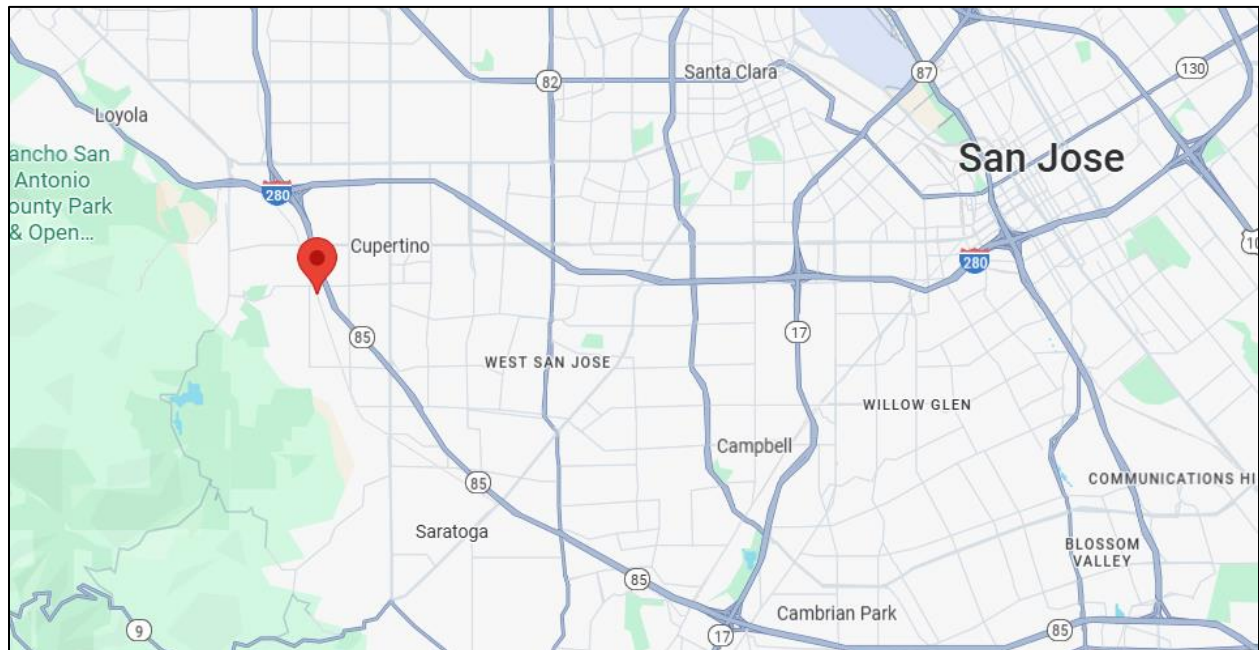
This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to displacement (**SECTION II**);
3. Assessment of available comparable replacement housing units within proximity to the Project site (**SECTION III**);
4. Description of the District's relocation program (**SECTION IV**);
5. Description of the District's Project timeline and budget (**SECTION V**).

# I. PROJECT DESCRIPTION

## A. REGIONAL LOCATION

The Project site is located in the City of Cupertino in Santa Clara County and is conveniently located just minutes from State Route 85 and Interstate 280. (*Figure 1: Regional Project Location*). Adjacent communities include Sunnyvale, Alderbrook, and Brookvale-Chantel.



***Figure 1: Regional Project Location***

**B. PROJECT SITE LOCATION AND DESCRIPTION**

The Project site consists of two parcels (approximately 5.02 acres) located at 7918 McClellan Rd, Cupertino, CA 95014, generally bordered by McClellan Road and September Drive. There are a total of 94 residential units, 83 of which are occupied with 11 vacancies. The unit mix consists of 12 one-bedroom and 82 two-bedroom units.

The Project is generally bordered by the Union-Pacific trail to the west and September Drive to the east (*Figure 2: Project Site Location*). Surrounding land uses include single-family homes, apartment buildings, retail and commercial spaces, schools, and De Anza Community College.

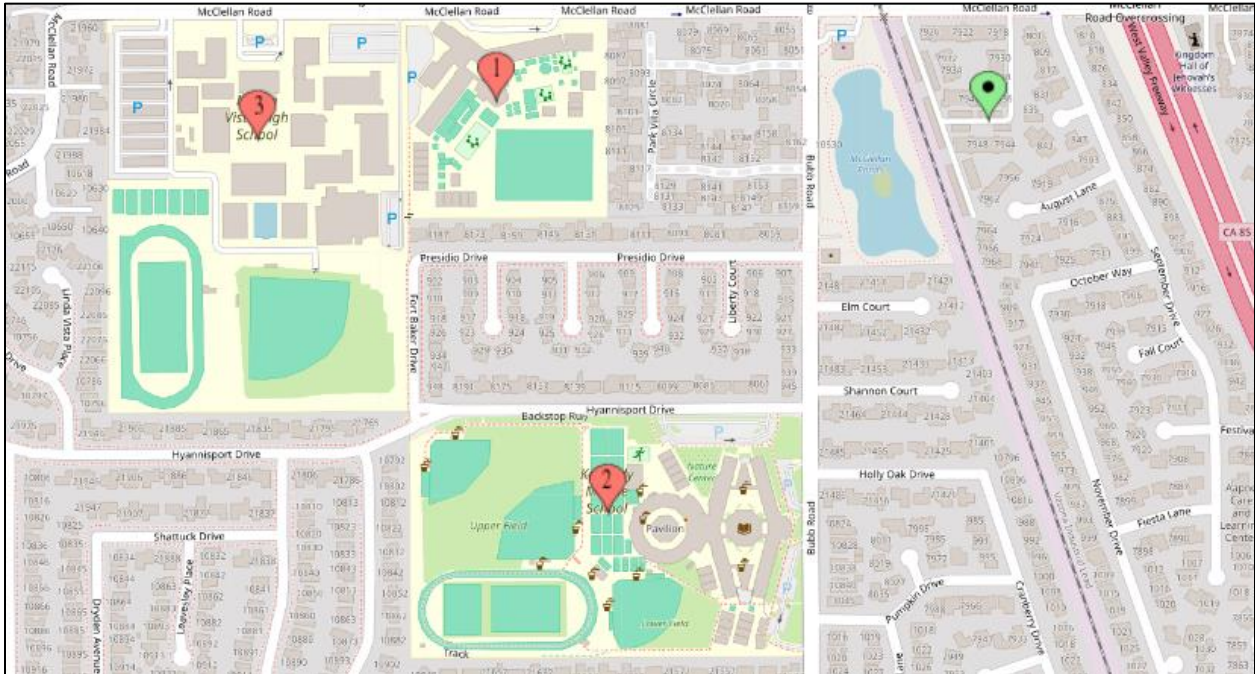


*Figure 2: Project Site Location*



**Figure 3: Project Site Elevation**

Additionally, the Project Site is located within the Cupertino Union School District servicing students in elementary and middle school, and the Fremont Union High School District servicing students in high school. All schools are located within one mile of the Site (*Figure 4: Project School Locations*) and all replacement housing searches will make extra consideration for remaining within the existing districts.



**Figure 4: Project School Locations**

## **II. ASSESSMENT OF RELOCATION NEEDS**

### **A. SURVEY METHOD**

To obtain information necessary for the preparation of this Plan, individual interviews were conducted by OPC staff in June and July of 2025.

As of the date of this plan, 42 households responded to interview attempts. Of the 42 households reached, 33 completed a full interview, six completed a partial interview, and three declined to interview at this time. All remaining households will be interviewed prior to relocation activities.

Inquiries made of the residential occupants included household size and composition, income, monthly rent and estimated utility costs, length of occupancy, ethnicity, home language, physical disabilities, legal presence status, relocation needs, and replacement housing preferences.

### **B. TENANT DATA**

#### **1. Current Occupants**

As of the date of this Plan, there are 94 units at the Project site and 79 units are tenant occupied. The site consists of 12 one-bedroom and 82 two-bedroom units with household sizes ranging from one to five individuals per household. Current rents range between \$2,537 and \$4,245 per month and tenants are responsible for all gas and electric utilities. Tenants also pay the owner a monthly fee for water, sewage, and garbage services in addition to the monthly rent amount. All households pay market rent.

Of the 33 households interviewed, 30 confirmed that they have a personal vehicle and three indicated they utilize public transportation or an alternative means of transport. Additionally, 27 households stated they have children that attend a school nearby within the district. School locations cited include Eaton Elementary School, Lincoln Elementary School, John F Kennedy Middle School, Monte Vista High School, De Anza College, and West Valley College.

#### **2. Replacement Housing Needs**

Replacement housing needs, as expressed in this plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing current data for household size with the District's replacement housing occupancy standards. These standards, generally, allow for up to two persons in a studio unit, three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

When determining the comparable size of the replacement unit under the State relocation programs, the number of all household members is taken into consideration regardless of legal presence status.

Based on available tenant data, the households do not appear to be overcrowded. The replacement units required for the impacted households are eight one-bedroom units and 72 two-bedroom units.

### **3. Income**

Verbal information regarding household income for the tenants was collected during the individual interviews but remains unconfirmed. Of the 33 interviewed households, according to income standards for Santa Clara County (**Exhibit A**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD), four households indicated they may qualify as Extremely Low Income (30% or less AMI), 10 indicated they may qualify as Low Income (80% or less AMI), and 19 indicated they are Above Low Income (over 80% of AMI).

The remaining households are expected to reflect similar percentages. It is estimated that approximately 57-percent of the remaining households will be Above Low Income, 30-percent of households are anticipated to be Low Income, and 13-percent as estimated to be Very Low or Extremely Low Income.

Of the households interviewed, 30 stated that they are employed within the city and three stated that they receive alternative forms of income. The majority of employed households indicated they work in the computers and technology industry.

### **4. Ethnicity/Language**

The primary language of the households interviewed is English. Other languages identified include Spanish and Mandarin. All remaining households will be interviewed prior to displacement to confirm language needs. All verbal communication and required written notices will be provided in the language understood by the members of the household or an interpreter will be provided, if necessary.

### **5. Senior/Handicapped Households**

Of the 33 interviewed households, 12 seniors (62 years or older) were identified and two of the interviewed households indicated they have a household member with a disability. Disability needs identified include the use of walkers and wheelchairs, and mobility limitations. All remaining households will be interviewed prior to displacement to determine the presence of seniors or disabilities.

Appropriate steps will be taken to accommodate any tenant with a disability or handicap and to provide suitable temporary or replacement housing on a first floor or with access to an elevator and an ADA compliant unit when necessary for persons with mobility challenges. In all cases involving physical or mental impairments, extra efforts will be made to provide close individual case monitoring.

### **6. Preferred Area to Relocate**

The households overwhelmingly indicated the preferred areas to relocate be as close to the Project site as possible in order to maintain access to schools and work sites. Other preferred areas include Cupertino, Sunnyvale, Mountainview, San Jose, Fremont, and Evergreen.

### III. RELOCATION RESOURCES

#### A. METHODOLOGY

For residential housing, a resource survey was conducted to identify available comparable rental units within proximity to the Project site. The following sources were utilized:

- Classified rental listings from local newspapers and *For Rent* publications
- Internet sources of rental opportunities

#### B. REPLACEMENT HOUSING AVAILABILITY

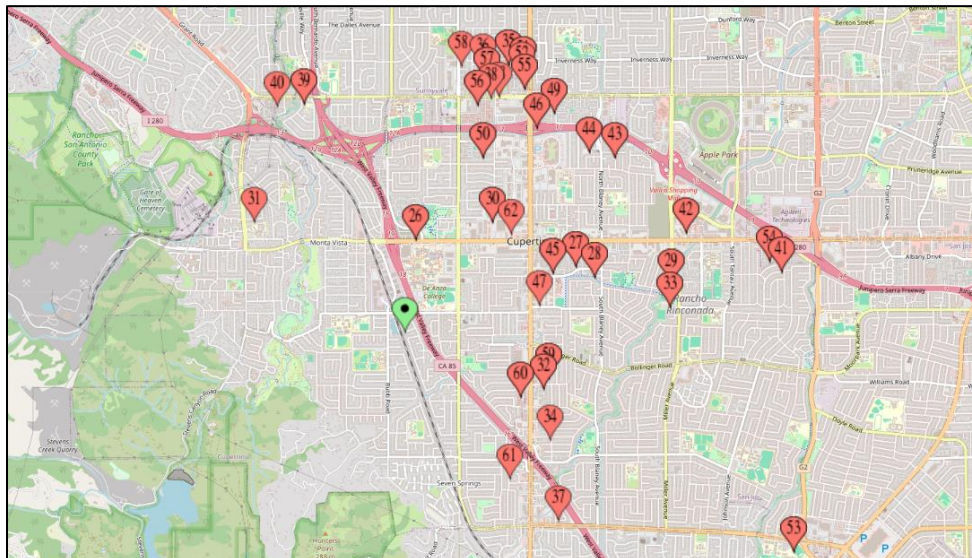
##### 1. Residential Rental Housing

A replacement housing survey was conducted in July 2025 that considered available one- and two-bedroom apartments for rent in Cupertino and within five miles the Project site. This data, as of the date of this Plan, is summarized in **Table 1** below and in **Exhibit B**.

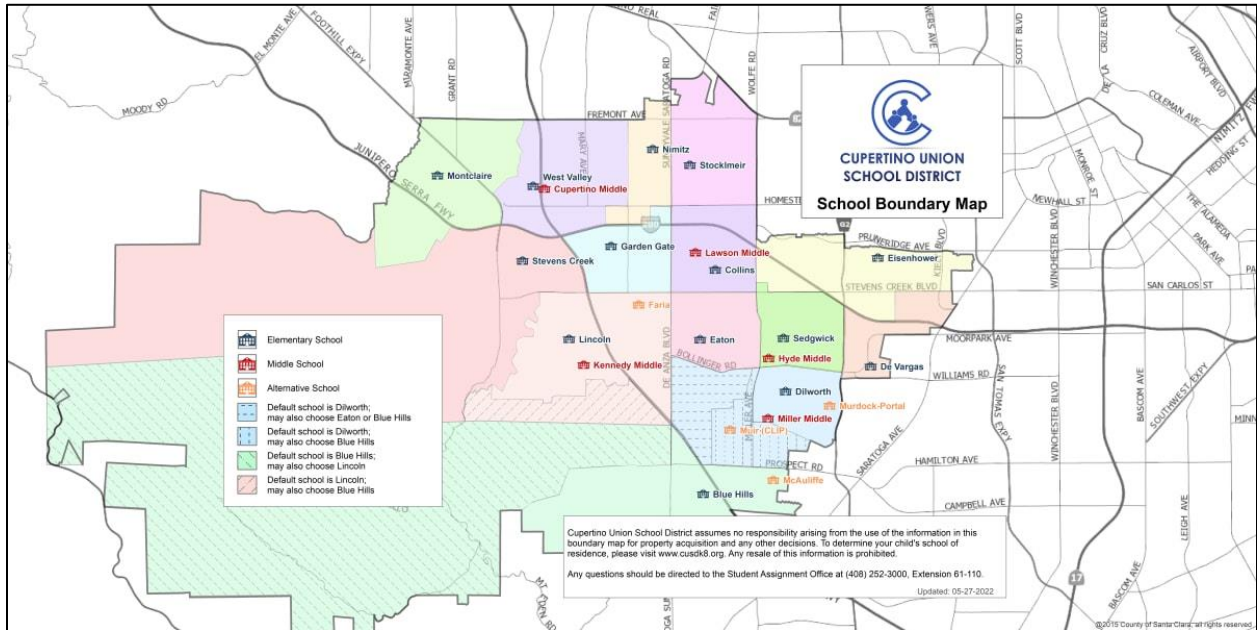
# of Bedrooms	1	2
# Found (# Needed)	53(8)	108(71)
Rent Range	\$2,595 - \$3,948	\$2,495 - \$5,397
Median Rent	\$3,200	\$4,200

The median rent amount shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

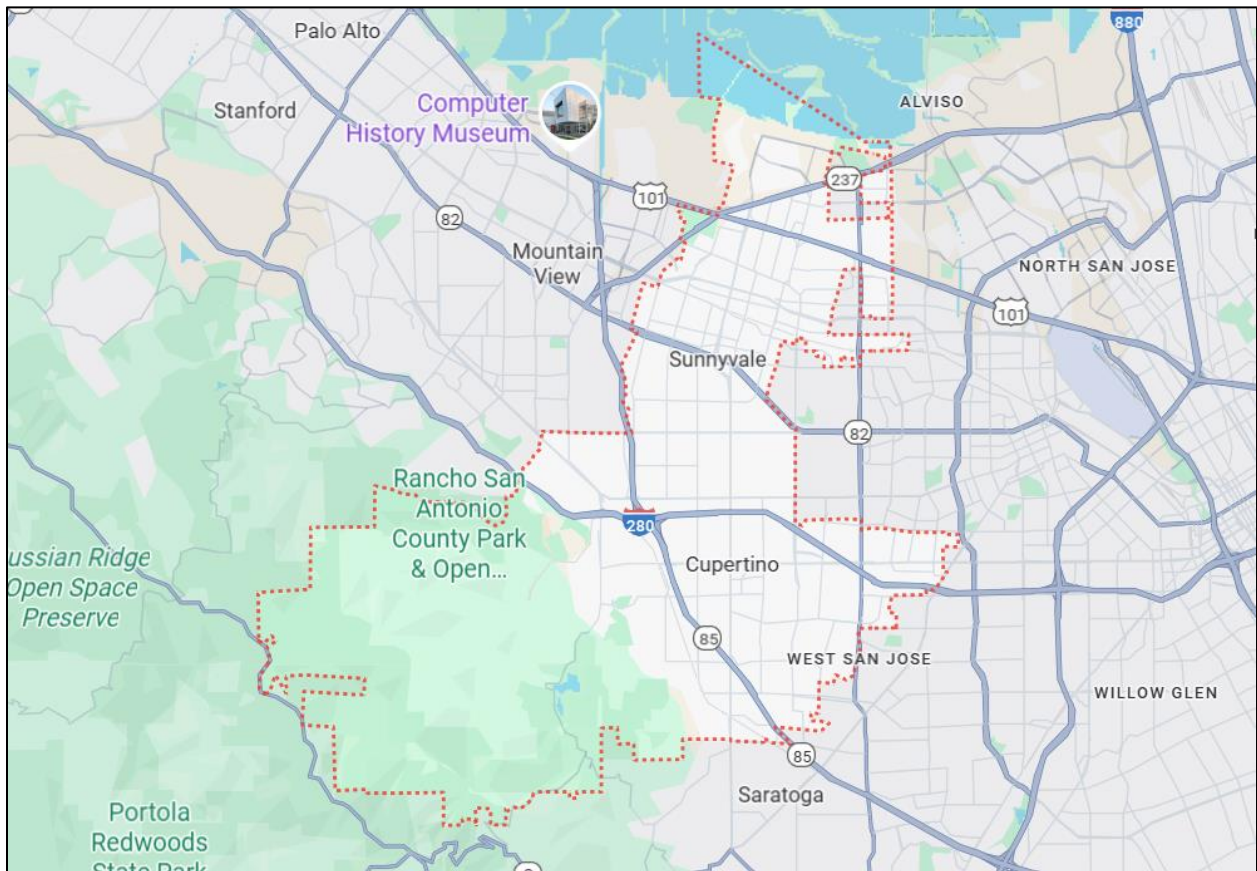
The available units identified were in residential and mixed-use neighborhoods and within five miles to restaurants, retail stores, medical facilities, social services, public transportation, parks, schools and opportunities for employment. Additionally, all housing resources identified are within the same school districts as the Project Site (*Figures 5 and 6*).



**Figure 5: Replacement Housing Survey Sites**



**Figure 6: Cupertino Union School District Boundary Map**



**Figure 7: Fremont Union High School District Boundary Map**

## **2. Summary**

Considering the above described availability of replacement housing resources gathered, it appears there are an adequate number of replacement units for the residential occupants.

While adequate replacement resources exist for the tenants, based on survey results of rental opportunities and the tenants' current rent, some tenants may have an increase in monthly rent. Possible increases, if any, will be met through the District's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV, E).

## **C. RELATED ISSUES**

### **1. Concurrent Residential Displacement**

There are no known public projects anticipated in the Project area that will cause significant displacements during the timeframe of anticipated initiation of Project displacements. No residential displacee will be required to move without both adequate notice and access to available, comparable, affordable, decent, safe and sanitary housing.

## IV. THE RELOCATION PROGRAM

The District's Relocation Program is designed to minimize hardship, be responsive to unique Project circumstances, emphasize maintaining personal contact with all affected individuals, consistently apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements. The relocation program to be implemented by the District will conform with the standards and provisions of the California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development and Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

The District has retained OPC, a GFT Company, a multi-lingual consulting firm, to administer the Relocation Program for the tenants. OPC has worked on more than 5,000 public acquisition and relocation projects for more than 46 years. Experienced District staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations per applicable program requirements.

OPC staff will be available to assist any relocated person and/or household with questions about the relocation process, relocation counseling and/or assistance in relocating. Relocation staff can be contacted at **(800) 400-7356** from 8:00 am to 5:00 pm Monday through Friday and are available via voicemail and/or cellular phones after hours. Relocation staff will assist tenants at hours convenient for the residents. The Relocation Office is located at **2000 Center Street, Suite 303, Berkeley, CA 94704**.

Eligible individuals who need to permanently move from their existing home will receive relocation assistance. The relocation program consists of two principal constituents: advisory assistance and financial assistance (Relocation Benefits).

### A. ADVISORY ASSISTANCE

Advisory assistance services are intended to:

- inform tenants about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the District
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the District meets its obligations under the law, relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the District's relocation program;

2. Inform eligible project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits (**Exhibit C**);
3. Determine the needs of each displacee eligible for assistance;
4. Provide the tenants with at least three referrals to comparable replacement housing within a reasonable time prior to displacement. *Generally, a comparable replacement dwelling must satisfy the following criteria:*
  - (a) *The unit is decent, safe and sanitary - electrical, plumbing and heating systems are in good repair - no major, observable hazards or defects. The unit is adequate in size and is comparable to the acquired dwelling with respect to number of rooms, habitable living space and type and quality of construction, but not lesser in rooms or living space as necessary to accommodate the displaced person. The unit is functionally equivalent, including principle features.*
  - (b) *The unit is located in an area not subjected to unreasonable adverse environmental conditions from either natural, or man-made sources, and not generally less desirable with respect to public utilities, transportation, public and commercial facilities, including schools and municipal services and reasonably accessible to the displaced person's place of employment.*
  - (c) *The unit is available both on the private market and to all persons regardless of race, color, sex, marital status, religion or, national origin.*
  - (d) *The monthly rental rate is within the financial means of the displaced residential tenant.*
6. Maintain an updated database of available housing resources, and distribute referral information to displacees for the duration of the Project;
7. Provide transportation to the residential displacee, if necessary, to inspect replacement sites within the local area;
8. Inspect replacement housing to assure it meets decent, safe and sanitary standards as described in the Guidelines and per the District's standards and requirements;
9. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
10. Assist eligible occupants in the preparation, and submission, of relocation assistance claims;
11. Provide additional reasonable services necessary to successfully relocate occupants;
12. Make benefit determinations and payments in accordance with applicable

relocation law and the District's adopted relocation guidelines;

13. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate;
14. Inform all persons subject to displacement of the District's policies with regard to eviction and property management;
15. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the District's decisions with respect to relocation assistance; and
16. Provide assistance that does not result in different or separate treatment based on or due to an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

## **B. RELOCATION BENEFITS**

Specific eligibility requirements and benefit plans will be detailed on an individual basis with both households. In the course of a personal interview and follow-up visits, each household will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be provided in accordance with the provisions of the State Relocation Law and Guidelines, and the District's rules, regulations and procedures pertaining thereto. Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation in accordance with the District's normal administrative procedures.

The District will process advance payment requests to mitigate hardships for tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

Tenants who are permanently displaced will be eligible for the following assistance:

### **1. Residential Moving Expense Payments**

All eligible residential occupants to be permanently relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move, a self-move payment not to exceed the approved move bid by a professional mover or a fixed payment based on a room-count schedule, or a combination of options.

#### **a. Actual Cost (Professional Move)**

Displacees may elect to have a licensed professional mover perform the move. The actual cost of the moving services, based on at least two acceptable bids, will be compensated by the District in the form of a direct payment to the moving company upon presentation of an invoice. Transportation costs are limited to a distance of 50 miles in either case. In

addition to the actual move, costs associated with utility re-connections (i.e., gas, water, electricity, telephone, and cable, if any), are eligible for reimbursement.

**b. Fixed Payment (based on Room Count Schedule)**

An occupant may elect to receive a fixed payment for moving expenses which is based on the number of rooms occupied in the displacement dwelling or ancillary structures on the property. In this case, the person to be relocated takes full responsibility for the move. The fixed payment includes all utility connections as described in (a), above.

The current schedule for fixed moving payments is set forth in **Table 2** following:

<b>TABLE 2: Schedule of Fixed Moving Payments (effective as of August 2021)</b>	
<b>Unfurnished Dwelling</b>	
One room	\$780
Two rooms	\$1,000
Three rooms	\$1,250
Four rooms	\$1,475
Five rooms	\$1,790
Six rooms	\$2,065
Seven rooms	\$2,380
Eight rooms	\$2,690
each additional room	\$285
<b>Furnished Dwelling</b>	
First Room	\$510
Each additional room	\$100

**2. Rental Assistance for Tenant Occupants Who Choose to Rent**

To be eligible to receive the rental assistance benefits, the displaced tenant household has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they move from the displacement dwelling.

Except in the case of Last Resort Housing situations (Section E, Page 15), payments to households will be payable over a 42-month period and limited to a total maximum payment of \$5,250 as stated under state guidelines. (More information regarding rental assistance and Last Resort Housing will be provided in detail in the informational brochure (**Exhibit C**) that will be provided to each household at the initiation of relocation activities.)

**Table 3** below portrays **an example** of a benefits determination under the State relocation program (including State income deductions):

<b>TABLE 3: Example Computation of Rental Assistance Payments</b>		
1. Old Rent	\$650	Old Rent and Utilities
<b>or</b>		
2. Ability to Pay	\$700	30% of Monthly Gross Income (if Low Income – URA) or 30% Adjusted, Monthly, Gross Household Income (State)*
3. Lesser of lines 1 <b>or</b> 2	<b>\$650</b>	Base Monthly Rental
<b>Subtracted From:</b>		
4. Actual New Rent	\$750	Actual New Rent and Utilities
<b>or</b>		
5. Comparable Rent	\$775	Determined by District (includes utilities)
6. Lesser of lines 4 <b>or</b> 5	<b>\$750</b>	
<b>7. Yields Monthly Need:</b>	<b>\$100</b>	Subtract line 3 from line 6
<b>Rental Assistance</b>	<b>\$4,200</b>	<b>Multiply line 7 by 42 months</b>

\*Gross adjusted income means the total amount of monthly income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the District; or
- (ii) Thirty percent (30%) of the displaced person’s average, monthly gross household income **if the amount is classified as “low income” by the U. S. Department of Housing and Urban Development’s (HUD) Annual Survey of Income Limits for the Public Housing and Section 8 Programs under the URA.** (HUD’s Survey is

shown as **Exhibit A**). If a tenant refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or

- (iii) The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities

### **3. Downpayment Assistance to Tenants Who Choose to Purchase**

The displaced household may opt to apply the entire benefit amount for which they are eligible toward the purchase of a replacement unit (Guidelines 49 CFR 24.402(b)).

Residential tenants, who are otherwise eligible to receive the Rental Assistance Payment described above, may choose to receive a lump sum payment equal to forty-two months of rental subsidy (including Last Resort Housing benefits) to purchase a new home.

A displaced household, who chooses to utilize up to the full amount of their rental assistance eligibility (including any Last Resort benefits) to purchase a home, will have the funds deposited in an open escrow account, provided that the entire amount is used for the downpayment and eligible, incidental costs associated with the purchase of a decent, safe, and sanitary replacement home. A provision shall be made in the escrow arrangements for the prompt return of the District funds, in the event escrow should fail to close within a reasonable period of time.

Final determination about the type of relocation benefits and assistance for which the household is eligible will be determined upon verification of the household's occupants, length of occupancy and income.

## **C. PROGRAM ASSURANCES AND STANDARDS**

Adequate funds are available to relocate all 80 households. Relocation assistance services will be provided to ensure that displacement does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, as well as any other arbitrary or unlawful discrimination.

## **D. GENERAL INFORMATION REGARDING THE PAYMENT OF RELOCATION BENEFITS**

Claims and supporting documentation for relocation benefits must be filed with the District no later than 18 months after the date of displacement or receipt of a Notice of Eligibility, whichever is later.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation and District staff will review all necessary documentation including, but not limited to, scopes-of-service, invoices, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation;
3. Required claim forms will be prepared by relocation staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the District;
4. The District will review and approve claims for payment, or request additional information;
5. The District will issue benefit checks to claimants in the most secure, expeditious manner possible;
6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated, and actual residency at the replacement unit is verified;
7. Receipts of payment and all claims materials will be maintained in the relocation case file.

#### **E. LAST RESORT HOUSING**

Based on housing cost and income data derived from the occupants and costs of replacement housing resources, it is anticipated that “comparable replacement housing” may not be available as required for the households. Specifically, for renters, when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person’s average monthly income, Last Resort Housing must be provided.

Therefore, if the Project is to go forward, the District will authorize funds to provide housing of last resort. In this situation, funds will be used to make payments in excess of the monetary limit specified in the statute (\$5,250); hence, satisfying the requirement that “comparable replacement housing” is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person’s average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person’s financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non-90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance. Tenant households receiving periodic payments will have the option to request a lump sum payment of remaining benefits to assist with the purchase of a decent, safe and sanitary dwelling.

#### **F. IMMIGRATION STATUS**

There is no legal presence requirement in order to be eligible for relocation assistance under the State Relocation Program, and all eligible Project occupants will be offered assistance under the State program regardless of immigration status.

#### **G. RELOCATION TAX CONSEQUENCES**

In general, relocation payments are not considered income for the purpose of Division 2 of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U. S. Code), or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act (42 U. S. Code 301 et seq.) or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. The above statement on tax consequences is not intended as tax advice by the District or OPC. Tenants are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

## V. ADMINISTRATIVE PROVISIONS

### A. NOTICES

Each notice, which the District is required to provide to a Project site occupant, shall be personally delivered or sent by certified or registered first-class mail, return receipt requested or email with confirmation and documented in the case file. Each notice will be written in plain, understandable language. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

There are four principal notices:

- 1) General Information Notice
- 2) Information Statement
- 3) Notice of Relocation Eligibility
- 4) Vacate Notice

The General Information Notice (GIN) is intended to provide potential relocatees with a general written description of the District's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights (**Exhibit D**). GINs were issued to the Project households in **July 2025**.

The Informational Statement is intended to provide potential relocatees with a general written description of the District's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights (**Exhibit C**). The households will receive Informational Notices when the Relocation Plan is approved in **September 2025**.

A Notice of Relocation Eligibility (NOE) will be distributed to the displaced household (**Exhibit E**). The NOE to the residential tenants contains a determination of eligibility for relocation assistance under specific relocation programs and a computation of maximum entitlements based on information provided by the affected household and the analysis of comparable replacement properties identified by relocation staff.

No lawful occupant will be required to move without having received at least 90 days' advance written notice of the earliest date by which the move will be necessary (**Exhibit F**). A date-specific vacate notice will not be issued to any tenants before comparable replacement dwellings have been made available to them.

In addition to the four principal notices, relocation staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits,
- 2) have moved from the acquired property, and
- 3) have not filed a claim for benefits.

A Reminder Notice will be issued to all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

## **B. PRIVACY OF RECORDS**

All information obtained from tenants is considered confidential and will not be shared without the consent of the tenant or the District. The District and relocation staff will comply with federal regulations concerning the safeguarding of relocation files and their contents.

## **C. GRIEVANCE PROCEDURES**

A person who is dissatisfied with a determination as to eligibility for benefits, a payment amount, the failure to provide comparable housing, or the District's property management practices may file a Relocation Assistance Appeal Form or any other written form of appeal with the District and have the right of administrative review. The District's appeal policies will follow the standards described in Article 5, Section 6150 et seq., Title 25, Chapter 6, State of California, Department of Housing and Community Development Program guidelines.

Requests for administrative review and informal hearings will be directed to Christopher F. Dela Rosa, Vice Chancellor of Business Services, at delarosachristopher@fhda.edu. All requests for review will receive written responses from the District within three weeks of their receipt. If an informal appeal is denied, appellants will be entitled to file a written request for a formal hearing before an impartial and independent hearing officer.

The appellant does not have to exhaust administrative remedies first; the appeal/grievance can either go directly to HCD or directly to the Court. Any person and/or organization directly affected by the relocation plan may petition the Department of Housing and Community Development (HCD), located at 651 Bannon Street, Sacramento, CA 95811 to review the relocation plan, or HCD can be contacted at 916-263-2769.

More detail concerning the appeals process will be provided upon request. Appellants will retain their appeal rights for up to 18 months following the date of displacement from the Project premises or receipt of final payment for relocation benefits, whichever is later.

## **D. EVICTION POLICY**

1. Eviction may cause the forfeiture of a tenant's right to relocation assistance or benefits. Relocation records will be documented to reflect the specific circumstances surrounding any eviction action.
2. Eviction may be undertaken for one, or more of the following reasons:
  - (a) Failure to pay rent, except in those cases where the failure to pay is due to the District's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or, is the result of discontinuation, or a substantial interruption of services;
  - (b) Performance of a dangerous, and/or illegal act in the unit;
  - (c) A material breach of the rental agreement, and failure upon notification to correct said breach within 30 days of Notice;
  - (d) Maintenance of a nuisance, and failure to abate such nuisance upon notification within a reasonable time following Notice;
  - (e) Refusal to accept one of a reasonable number of offers of replacement dwellings; and/or,

- (f) A requirement under State, or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the District.

#### **E. RESIDENT/CITIZEN PARTICIPATION**

The District held group community meetings on March 10, 2025, April 7, 2025, May 5, 2025, and July 8, 2025, to inform residents of the proposed Project and initiate relocation planning. As the process for considering the Project moves forward, the District will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in reviewing the relocation plan and monitoring the relocation assistance program; including the Project area occupants, neighborhood groups and community organizations forming a relocation committee (no relocation committee was formed due to the low number of displacements);
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval (the Project households will be provided an Advisory Notice regarding the comment period with a copy of the Relocation Plan); and
5. Include written or oral comments concerning the Plan as an attachment (**Exhibit G**) when it is forwarded to the local governing body for approval.

#### **F. PROJECTED DATE OF DISPLACEMENT**

Date specific 90-Day Vacate Notices will be issued to the Project households no earlier than **March 2026**. Unit construction is anticipated to begin **July 2026**.

#### **G. ESTIMATED RELOCATION COSTS**

The total budget estimate for tenant relocation benefits payments for this Project, including a 15% contingency, is **\$3,220,000.00** (rounded). The estimated relocation budget does not include any payments related to property acquisition, consulting services, or construction.

The District will issue relocation payments from tax credit equity. If the Project is implemented, and circumstances arise that should change either the number of residential occupants and/or the amount of relocation benefits' entitlements estimated, the District will authorize any additional funds that may need to be appropriated. The District pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project, including funds necessary for LRH as indicated in Section IV, E, of this Plan to meet its obligation under the relocation regulations.

# EXHIBIT A

## HUD INCOME LIMITS – SANTA CLARA COUNTY

The following figures are approved by the U. S. Department of Housing and Urban Development (HUD) for use in the **County of Santa Clara** to define and determine housing eligibility by income level.

Area Median - \$195,200

Persons/Household	1	2	3	4	5	6	7	8
Very Low	70,350	80,400	90,450	100,450	108,500	116,550	124,600	132,600
Extremely Low	42,200	48,200	54,250	60,250	65,100	69,900	74,750	79,550
Low	111,700	127,650	143,600	159,550	172,350	185,100	197,850	210,650

Figures are per the Department of Housing and Urban Development (California), **updated in April 2025**.

# EXHIBIT B

## AVAILABLE COMPARABLE HOUSING

Address	BR	Rent	Distance
1026 S De Anza Blvd, San Jose, CA 95129	1	\$2,694	1.5
10100 Mary Ave, Cupertino, CA 95014	1	\$2,845	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	1	\$3,340	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	1	\$3,346	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	1	\$3,476	1.5
10100 Mary Ave, Cupertino, CA 95014	1	\$3,495	1.5
10100 Mary Ave, Cupertino, CA 95014	1	\$3,570	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	1	\$3,601	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	1	\$3,671	1.5
10159 S Blaney Ave, Cupertino, CA 95014	1	\$3,653	1.8
10159 S Blaney Ave, Cupertino, CA 95014	1	\$3,727	1.8
10159 S Blaney Ave, Cupertino, CA 95014	1	\$3,948	1.8
20875 Valley Green Dr, Cupertino, CA 95014	1	\$2,939	2
20875 Valley Green Dr, Cupertino, CA 95014	1	\$3,058	2
20875 Valley Green Dr, Cupertino, CA 95014	1	\$3,189	2
20875 Valley Green Dr, Cupertino, CA 95014	1	\$3,189	2
20875 Valley Green Dr, Cupertino, CA 95014	1	\$3,239	2
20875 Valley Green Dr, Cupertino, CA 95014	1	\$3,239	2
20875 Valley Green Dr, Cupertino, CA 95014	1	\$3,364	2
20875 Valley Green Dr, Cupertino, CA 95014	1	\$3,506	2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,084	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,244	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,244	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,244	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,294	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,294	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,354	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,400	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,548	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,698	2.2
20800 Homestead Rd, Cupertino, CA 95014	1	\$3,698	2.2
20415 Via Pavisio, Cupertino, CA 95014	1	\$3,323	2.7
1575 Tenaka Pl, Sunnyvale, CA 94087	1	\$2,595	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	1	\$2,595	2.9

1575 Tenaka Pl, Sunnyvale, CA 94087	1	\$2,595	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	1	\$2,750	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	1	\$2,750	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	1	\$2,750	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	1	\$2,750	2.9
1651 Belleville Way, Sunnyvale, CA 94087	1	\$2,667	3.2
1651 Belleville Way, Sunnyvale, CA 94087	1	\$2,667	3.2
1651 Belleville Way, Sunnyvale, CA 94087	1	\$2,689	3.2
1651 Belleville Way, Sunnyvale, CA 94087	1	\$2,719	3.2
1651 Belleville Way, Sunnyvale, CA 94087	1	\$2,949	3.2
1651 Belleville Way, Sunnyvale, CA 94087	1	\$2,989	3.2
175 Calvert Dr, Cupertino, CA 95014	1	\$2,709	3.4
175 Calvert Dr, Cupertino, CA 95014	1	\$2,727	3.4
175 Calvert Dr, Cupertino, CA 95014	1	\$2,757	3.4
5608 Stevens Creek Blvd, Cupertino, CA 95014	1	\$2,852	4.4
5608 Stevens Creek Blvd, Cupertino, CA 95014	1	\$2,918	4.4
5608 Stevens Creek Blvd, Cupertino, CA 95014	1	\$2,939	4.4
5608 Stevens Creek Blvd, Cupertino, CA 95014	1	\$2,945	4.4
5608 Stevens Creek Blvd, Cupertino, CA 95014	1	\$2,955	4.4
20500 Town Center Ln UNIT 188, Cupertino, CA 95014	2	\$4,200	1.3
1601 Brookvale Dr APT 5, San Jose, CA 95129	2	\$2,650	1.4
7373 Fallenleaf Ln, Cupertino, CA 95014	2	\$3,095	1.4
10243 Beardon Dr, Cupertino, CA 95014	2	\$2,550	1.5
7200 Bollinger Rd, San Jose, CA 95129	2	\$3,100	1.5
1026 S De Anza Blvd, San Jose, CA 95129	2	\$3,445	1.5
1026 S De Anza Blvd, San Jose, CA 95129	2	\$3,495	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	2	\$4,244	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	2	\$4,296	1.5
10160-10162 Park Cir E, Cupertino, CA 95014	2	\$4,300	1.5
10100 Mary Ave, Cupertino, CA 95014	2	\$4,345	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	2	\$4,396	1.5
20350 Stevens Creek Blvd, Cupertino, CA 95014	2	\$4,426	1.5
10100 Mary Ave, Cupertino, CA 95014	2	\$4,670	1.5
10100 Mary Ave, Cupertino, CA 95014	2	\$4,695	1.5
7440 Rainbow Dr APT 4, Cupertino, CA 95014	2	\$2,945	1.8
10159 S Blaney Ave, Cupertino, CA 95014	2	\$4,420	1.8
10159 S Blaney Ave, Cupertino, CA 95014	2	\$4,764	1.8
10159 S Blaney Ave, Cupertino, CA 95014	2	\$4,833	1.8
10159 S Blaney Ave, Cupertino, CA 95014	2	\$4,992	1.8
10159 S Blaney Ave, Cupertino, CA 95014	2	\$5,397	1.8

20875 Valley Green Dr, Cupertino, CA 95014	2	\$3,726	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$3,848	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$3,848	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$3,848	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$3,904	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$4,038	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$4,079	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$4,079	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$4,224	1.9
20875 Valley Green Dr, Cupertino, CA 95014	2	\$4,458	1.9
1155 Weyburn Ln APT 17, San Jose, CA 95129	2	\$2,995	2
10255 Oasis Ct #B, Cupertino, CA 95014	2	\$2,975	2.1
1674 Hollenbeck Ave, Sunnyvale, CA 94087	2	\$3,595	2.1
1674 Hollenbeck Ave, Sunnyvale, CA 94087	2	\$3,595	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$3,800	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$3,903	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$3,971	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,055	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,105	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,111	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,136	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,155	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,205	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,205	2.1
20800 Homestead Rd, Cupertino, CA 95014	2	\$4,211	2.1
668 La Grande Dr, Sunnyvale, CA 94087	2	\$2,895	2.2
668 La Grande Dr, Sunnyvale, CA 94087	2	\$2,895	2.2
668 La Grande Dr, Sunnyvale, CA 94087	2	\$3,095	2.2
10100 Torre Ave, Cupertino, CA 95014	2	\$3,495	2.2
1642 Queen Charlotte Dr APT 2, Sunnyvale, CA 94087	2	\$2,650	2.3
669 Kirkland Dr, Sunnyvale, CA 94087	2	\$2,650	2.3
20651 Forge Way FLOOR 2-ID460, Cupertino, CA 95014	2	\$3,520	2.3
687 Grand Coulee Ave APT 4, Sunnyvale, CA 94087	2	\$2,950	2.4
10200 Miller Ave, Cupertino, CA 95014	2	\$4,185	2.5
10200 Miller Ave, Cupertino, CA 95014	2	\$4,246	2.5
10200 Miller Ave, Cupertino, CA 95014	2	\$4,261	2.5
10200 Miller Ave, Cupertino, CA 95014	2	\$4,261	2.5
10200 Miller Ave, Cupertino, CA 95014	2	\$4,546	2.5
1580 Quebec Ct #2, Sunnyvale, CA 94087	2	\$2,750	2.6
596 La Conner Dr, Sunnyvale, CA 94087	2	\$3,395	2.6

20200 Lucille Ave, Cupertino, CA 95014	2	\$4,417	2.6
20200 Lucille Ave, Cupertino, CA 95014	2	\$4,492	2.6
20200 Lucille Ave, Cupertino, CA 95014	2	\$4,492	2.6
20415 Via Pavisio, Cupertino, CA 95014	2	\$3,745	2.7
20415 Via Pavisio, Cupertino, CA 95014	2	\$3,815	2.7
20415 Via Pavisio, Cupertino, CA 95014	2	\$4,099	2.7
19920 Olivewood St, Cupertino, CA 95014	2	\$3,939	2.8
19920 Olivewood St, Cupertino, CA 95014	2	\$4,007	2.8
19920 Olivewood St, Cupertino, CA 95014	2	\$4,019	2.8
19700 Vallco Pkwy, Cupertino, CA 95014	2	\$4,854	2.8
19700 Vallco Pkwy, Cupertino, CA 95014	2	\$4,954	2.8
19700 Vallco Pkwy, Cupertino, CA 95014	2	\$5,104	2.8
19700 Vallco Pkwy, Cupertino, CA 95014	2	\$5,354	2.8
501 Hope Ter, Sunnyvale, CA 94087	2	\$2,495	2.9
502 Hope Ter APT 1, Sunnyvale, CA 94087	2	\$3,275	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,550	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,550	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,595	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,675	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,675	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,675	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,675	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,750	2.9
1575 Tenaka Pl, Sunnyvale, CA 94087	2	\$3,750	2.9
10366 Greenwood Ct, Cupertino, CA 95014	2	\$3,195	3
1717 Marshall Ct #B, Los Altos, CA 94024	2	\$3,495	3
5608 Stevens Creek Blvd, Cupertino, CA 95014	2	\$3,470	3.2
1651 Belleville Way, Sunnyvale, CA 94087	2	\$3,517	3.2
5608 Stevens Creek Blvd, Cupertino, CA 95014	2	\$3,595	3.2
1651 Belleville Way, Sunnyvale, CA 94087	2	\$3,597	3.2
1651 Belleville Way, Sunnyvale, CA 94087	2	\$3,639	3.2
5608 Stevens Creek Blvd, Cupertino, CA 95014	2	\$3,642	3.2
5608 Stevens Creek Blvd, Cupertino, CA 95014	2	\$3,657	3.2
5608 Stevens Creek Blvd, Cupertino, CA 95014	2	\$3,696	3.2
5608 Stevens Creek Blvd, Cupertino, CA 95014	2	\$3,697	3.2
5608 Stevens Creek Blvd, Cupertino, CA 95014	2	\$3,814	3.2
175 Calvert Dr, Cupertino, CA 95014	2	\$3,109	3.4
175 Calvert Dr, Cupertino, CA 95014	2	\$3,399	3.4
175 Calvert Dr, Cupertino, CA 95014	2	\$3,449	3.4
175 Calvert Dr, Cupertino, CA 95014	2	\$3,489	3.4

175 Calvert Dr, Cupertino, CA 95014	2	\$3,499	3.4
175 Calvert Dr, Cupertino, CA 95014	2	\$3,517	3.4
175 Calvert Dr, Cupertino, CA 95014	2	\$3,537	3.4
175 Calvert Dr, Cupertino, CA 95014	2	\$3,577	3.4
175 Calvert Dr, Cupertino, CA 95014	2	\$3,599	3.4
5475 Prospect Rd, San Jose, CA 95129	2	\$2,895	4.2
5475 Prospect Rd, San Jose, CA 95129	2	\$3,795	4.2

**EXHIBIT C**

**INFORMATIONAL STATEMENT**

**Relocation Assistance Informational Statement**  
**Families and Individuals**  
(CA State)

**Displacing Agency:**

**Foothill-De Anza Community College District**

**Project Name:**

**De Anza Community College District Affordable Student  
Housing Project**

**Displacing Agency Representative:**

Overland, Pacific & Cutler, LLC (OPC),  
a GFT Company  
5000 Airport Plaza Drive, Suite 250  
Long Beach, CA 90815  
Phone: 800.400.7356

**Informational Statement Content:**

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Qualification For And Filing Of Relocation Claims
6. Last Resort Housing Assistance
7. Rental Agreement
8. Evictions
9. Appeal Procedures – Grievance
10. Tax Status of Relocation Benefits
11. Non-Discrimination and Fair Housing
12. Additional Information And Assistance Available

**Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.**

# Informational Statement for Families and Individuals

(CA State)

## **1. GENERAL INFORMATION**

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **OPC, a GFT Company**, to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING.** However, if you desire to move sooner than required, you must contact your agent at OPC, so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

**Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.**

## **2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING**

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

## **3. MOVING BENEFITS**

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

**A. Fixed Moving Payment (Self-Move)**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from \$510.00 for one furnished room to \$2,690.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

<b>Fixed Moving Schedule CALIFORNIA (Effective 2021)</b>	
<b>Occupant Owns Furniture:</b>	
1 room	\$780
2 rooms	\$1,000
3 rooms	\$1,250
4 rooms	\$1,475
5 rooms	\$1,790
6 rooms	\$2,065
7 rooms	\$2,380
8 rooms	\$2,690
Each additional room	\$285
<b>Occupant does NOT Own Furniture:</b>	
1 room	\$510
Each additional room	\$100

**B. Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a "mover" scope of services for Displacing Agency approval.

**4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS**

You may be eligible for a payment of up to \$5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

**A. Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

**- OR -**

**B. Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures

necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

## **5. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS**

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
  - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; **or**
  - b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

## **6. LAST RESORT HOUSING ASSISTANCE**

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

## **7. RENTAL AGREEMENT**

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

## **8. EVICTIONS**

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the

- result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
  - Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
  - Maintenance of a nuisance and failure to abate within a reasonable time following notice;
  - Refusal to accept one of a reasonable number of offers of replacement dwellings; or
  - The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

## **9. APPEAL PROCEDURES - GRIEVANCE**

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

## **10. TAX STATUS OF RELOCATION BENEFITS**

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **11. NON-DISCRIMINATION AND FAIR HOUSING**

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

## **12. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE**

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at OPC.

# **EXHIBIT D**

## **GENERAL INFORMATION NOTICE**

# General Information Notice To Be Displaced

<<DATE>>

<<NAME>> and All Other Occupants  
7918 McClellan Rd, Unit XX  
Cupertino, CA 95014

Dear Occupants:

**Foothill-De Anza Community College District** (called here the “Displacing Agency”) is in the process of acquiring the property you currently occupy at **7954 McClellan Rd, Cupertino, CA 95014** (Site) for the **Foothill-De Anza Student Housing Project** (Project). This notice is to inform you of your rights under State Law. When the Displacing Agency has approved the relocation plan and funding, and you are considered permanently displaced for the Project, you will be eligible for relocation assistance under the California Relocation Assistance Law (Sec 7260 et. seq. of the CA Government Code) and the approved relocation plan.

**Please be advised, however, you do not have to move now. This is not a notice to vacate the premises. You have the option to remain in your unit until June 30, 2026.**

As you are aware, the Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, LLC, a GFT Company (OPC)**, to represent the Displacing Agency and assist in the relocation process. When the Project proceeds and you are permanently displaced, and you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, and at least 90 days advance written notice to move before the June 30, 2026 required move-out date. You would also receive payment for moving expenses and may be eligible for financial assistance to help you rent or buy a replacement dwelling.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency’s Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure outlined in the relocation plan. Complete details on appeal procedures are available upon request from the Displacing Agency once the relocation plan is adopted.

If you rent your unit, you should continue to pay your monthly rent to your landlord because failure to pay rent and meet your obligations as a tenant may be a cause for eviction and loss of relocation assistance.

**You are urged not to move or sign any agreement to purchase or lease a unit before receiving a formal Notice of Eligibility for relocation assistance. If you elect to relocate prior to receiving your formal Notice of Eligibility, you will be responsible for any initial move-out costs, and any costs exceeding your final eligibility determination. In the event the Project does not move forward, you will be solely**

**responsible for any and all costs incurred due to relocating prior to the Notice of Eligibility. Please contact us before you make any moving plans.**

Please be aware that the Displacing Agency has not yet adopted its relocation plan. Consequently, under the relocation law, as of now, only current tenants who occupied the Site 90 days prior to the initiation of acquisition (March 11, 2025) will be considered eligible for relocation assistance. It may also be the case that any new household members added subsequent to the negotiations for acquisition will not be considered eligible household members when making determinations for relocation assistance and comparable housing.

If you have any questions about this notice or any other relocation issues, please contact one of the following relocation specialists:

- **Angie Aguilera** – [aaguilera@gftinc.com](mailto:aaguilera@gftinc.com) | (951) 683-3901
- **Lauren Dewitt** – [ldewitt@gftinc.com](mailto:ldewitt@gftinc.com) | (562) 855-3164

Sincerely,

<<NAME>>

<<TITLE>>

Overland, Pacific & Cutler, LLC, a GFT Company

<<ADDRESS>>

Phone <<NUMBER>>

\_\_\_\_\_

*Received by*

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

X \_\_\_\_\_

*Recipient's Signature*

Mailed on/by: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

# **EXHIBIT E**

## **NOTICE OF ELIGIBILITY**

## NOTICE OF ELIGIBILITY AND CONDITIONAL ENTITLEMENT

(90-Day Tenant-Occupant – CA State)

<<DATE>>

<<NAME>>

7918 McClellan Rd, Unit XX

Cupertino, CA 95014

Dear <<NAME(S)>>:

<<DISPLACING ENTITY>> (called here "<<NAME>>") is proceeding with the project known as the <<PROJECT NAME>> **Project** located at <<ADDRESS>>.

You will not be required to move without at least 90 days advance written notice of the day by which you must vacate. However, you may contact us at any time for assistance with your move and to receive the benefits for which you are eligible.

**This is a notice of eligibility for relocation assistance.** You are eligible for relocation assistance and benefits under the <<AGENCY NAME>>'s Relocation Assistance Program.

When you do move, and depending on your eligibility for specific programs, you may receive assistance under the California Code of State Regulations Title 25, Division 1, Chapter 6 (Title 25).

Additional information about your benefits was previously provided to you in the Informational Statement. You are eligible to receive the following benefits:

1. **RELOCATION ADVISORY ASSISTANCE** provided by Overland, Pacific & Cutler, LLC (OPC), a GFT Company, a professional firm hired by <<AGENCY NAME>> to provide relocation assistance to you, such as referrals to replacement housing and help with filing for benefits.
2. **MOVING EXPENSES:** You will receive a payment to assist in moving your personal property. You may select one of the following payments:
  - A. A Fixed Moving Payment based on the number of rooms you occupy (from Informational Statement). Your entitlement under this option for \_\_\_ rooms is \$\_\_\_\_\_; **or**
  - B. A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
  - C. A combination of both (in some cases).
3. **REPLACEMENT HOUSING ASSISTANCE:** You are eligible for a replacement housing payment to rent or purchase a replacement home. The payment will be based on several factors, including the cost of a "comparable replacement dwelling" and your average household income.

If you choose assistance under the State Regulations and rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities necessary to rent a comparable replacement dwelling (as determined by <<AGENCY NAME>>) and the base monthly rent, multiplied by 42 months.

A study was completed to determine the cost of a comparable replacement dwelling for eligible occupants most nearly representative of your current dwelling. The study indicated that a monthly

rent and estimated utilities of \$\_\_\_\_\_ (rent of \$\_\_\_\_\_ and utilities of \$\_\_\_\_\_) was the most representative of your current dwelling.

Base monthly rent is defined as the lesser of:

- (1) \$\_\_\_\_\_, which represents the average monthly rent (\$\_\_\_\_\_) and average monthly utilities (\$\_\_\_\_) at your displacement dwelling (if you are paying little or no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$\_\_\_\_\_, which represents thirty (30) percent of your gross monthly adjusted household income (If "N/A", income was not used in the calculation because it has been determined the income information provided was insufficient evidence of income.)

Based on the above, your base monthly rent amount is \$\_\_\_\_\_ and your maximum rental assistance payment is calculated below:

Maximum Rental Assistance Payment Calculation		
1	Comparable Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	<b>Maximum payment (difference times 42 months)</b>	<b>\$</b>

**Your actual payment depends on the cost of the replacement dwelling you decide to rent.** If you rent and occupy a replacement dwelling, that rents for **less** than the comparable dwelling, your rental assistance payment will be based on the actual cost of your replacement dwelling. If you rent and occupy a replacement dwelling, that rents for **more** than the comparable dwelling, your rental assistance payment will be limited by the cost of the comparable dwelling.

**If you BUY replacement housing (Downpayment Assistance)**

You may use the amount of your rental assistance payment under Title 25 for down payment assistance. Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home under Title 25, you may use the full amount of your rental assistance payment (\$\_\_\_\_\_), as calculated above for a down payment and incidental expenses (typically known as "closing costs") associated with the purchase of a replacement dwelling. Under Title 25, you are not limited in the type of home you choose.

If you have received any amount as rental supplements, then those amounts will be deducted from all eligible down payment calculations. Let us know if you would prefer to buy a replacement home, and we will help you find such housing.

To be eligible for a replacement housing payment described above, you must rent or purchase and occupy a decent, safe and sanitary replacement dwelling **within 12 months**, as well as file claims for replacement housing or moving payments **within 18 months** from the date you move from your displacement dwelling. **Failure to occupy the replacement dwelling or to submit claims within the above time limits could result in loss of moving and/or replacement housing benefits.**

You do not have to accept any dwelling referred to you by <<AGENCY NAME>>. You may choose your own replacement, but to qualify for relocation assistance payments it must first be inspected to

assure that it meets the "decent, safe and sanitary" standards. For this reason, **DO NOT MOVE from your home and DO NOT CONTRACT to rent or purchase a replacement dwelling without first contacting your relocation agent.** The "decent, safe and sanitary" inspection is **not** a substitute for a professional housing inspection.

The Relocation Assistance Program is very complex. It is important that you carefully read and understand the matters explained in this notice and in the Informational Statement which was provided to you.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the <<AGENCY NAME>>'s Relocation Assistance Program may have the appeal application reviewed by <<AGENCY NAME>> in accordance with its appeals procedure. Complete details about appeal procedures are available upon request from your relocation agent.

If you have questions or need assistance at any time, please contact your relocation agent:

<<AGENT NAME>>  
5000 Airport Plaza Drive, Suite 250  
Long Beach, CA 90815  
(800) 400-7356

Sincerely,

Attachment (referrals)

**ACKNOWLEDGMENT BY OCCUPANTS**

I was personally contacted by the Relocation Agent for <<AGENCY NAME>>. I have been given a copy of this notice and I have had the available services and entitlements explained to me. I have been advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
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**EXHIBIT F**  
**NOTICE TO VACATE**

# Residential 90-Day Notice to Vacate To Be Displaced

<<DATE>>

<<HEAD-OF-HOUSEHOLD>> and All Other  
Occupants  
<<MAILING ADDRESS>>  
Cupertino, CA 95014

Your Relocation Agent	
Name:	<<AGENT NAME>>
Phone:	<<OFFICE PHONE>>
Case ID:	<<CASE ID>>

Dear Occupants:

<<NAME>> (called here the "Displacing Agency") has acquired the property you currently occupy, located at <<ADDRESS>> (called here the "Premises"). The Displacing Agency has now determined that it will be necessary for you to vacate the Premises.

**Notice is hereby given that the Displacing Agency elects to terminate your tenancy beginning <<DATE>> and ending <<DATE>>, and you are hereby to quit and deliver up possession of the property you occupy on or before <<DATE>>. If you do not vacate the Premises by that date, the Displacing Agency will initiate legal proceedings to recover possession of the Premises, along with any rents and damages.**

During this period, the Relocation Agent will be available to provide assistance with referrals to replacement sites, coordination with movers and other vendors, the processing of relocation benefit claim forms, and other tasks to help facilitate your relocation. Please contact your relocation agent listed below if you have any questions regarding this notice or the relocation process. Upon vacating your unit, you are responsible for removing all of your personal property, delivering the Premises in satisfactory condition and turning in the keys to your relocation agent.

Sincerely,

<<AGENT NAME>>  
<<AGENT TITLE>>  
**Overland, Pacific & Cutler, LLC, a GFT Company**  
<<OFFICE ADDRESS>>  
Phone <<OFFICE PHONE>>

\_\_\_\_\_  
*Received by*

Delivered on/by: \_\_\_\_\_/\_\_\_\_\_

X \_\_\_\_\_  
*Recipient's Signature*

Posted on/by: \_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
*Date*

Mailed/receipt received on: \_\_\_\_\_/\_\_\_\_\_

# **EXHIBIT G**

## **PUBLIC COMMENTS & RESPONSES**