

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 19, 2021

CAO File No. 0220-05897-0000
Council File No.
Council District: 1

To: City Council

From: *Yolanda Chavez*
for Matthew W. Szabo, City Administrative Officer

Reference: Correspondence dated August 31, 2021 from the Department of General Services

Subject: **REQUEST FOR CITY OF LOS ANGELES CONCURRENCE AND APPROVAL OF THE PRICE AND SALE OF FOUR TAX-DEFAULTED PROPERTIES LOCATED IN THE CITY OF LOS ANGELES**

SUMMARY

The Department of General Services (GSD) transmitted a report dated August 31, 2021 (Attachment A) requesting concurrence and approval of the sale of four tax-defaulted real property located within the City of Los Angeles. In accordance with Section 3775 of the State's Revenue and Taxation Code, the City is required to concur with and approve the price and sale of any tax-defaulted property located within the City. This transmittal provides the necessary concurrence and recommends approval of the price and sale of the properties from the Los Angeles County Board of Supervisors (Seller) to the Los Angeles County Chief Executive Officer (Purchaser) as well as attestation of the sale and purchase agreement (Attachment B).

BACKGROUND

The County of Los Angeles has requested approval of the price and sale of four (4) privately owned, tax-defaulted properties located in Council District 1, within the City of Los Angeles, to the County of Los Angeles, pursuant to the California Revenue and Taxation Code Section 3775.

California Revenue and Taxation Code Section 3775 - Whenever the County or State purchase tax-defaulted property, the price shall be agreed upon between the County Board of Supervisors and the governing body of the city in which such property is located, and that such price shall be paid to the County tax collector for distribution. A property is considered tax-defaulted after property taxes have not been paid for five (5) years and the owners do not respond to annual delinquent notices.

The Purchaser intends to purchase these tax-defaulted properties located in Council District 1 and transfer them to Habitat for Humanity or a community land trust, so that the properties may be preserved for affordable housing in perpetuity.

Property Information - The following chart summarizes the property information by location, size, and price for each of the four (4) tax-defaulted properties. The sales prices, determined by the County Treasurer and County Tax Collector, are set at an amount to redeem property-associated costs (back taxes) plus the sale process costs. Rather than selling the properties at public auction, the County and other governmental agencies have the option to purchase tax-defaulted properties prior to a public auction. The sales price is equal to the minimum bid that would have been set had the properties gone to public auction.

LIST OF TAX-DEFAULTED PROPERTIES			
Address	APN	Size (sq. ft.)	Price
672 S. Mathews St	5185-027-029	3,000	\$30,685.15
5234 Valley Blvd	5221-005-002	2,250	\$41,616.52
4499 Via Marisol, #349C	5301-018-201	1,038	\$25,496.37
114 N. Avenue 54	5468-020-004	4,771	\$46,592.61
TOTAL			\$144,390.65

Proceeds from these sales will be allocated in the same manner as other property tax receipts. The properties are not included in the inventory administered by the GSD's Real Estate Division and the City has no use for these parcels of land. City approval of the purchase price and sale of these four (4) tax-defaulted, privately owned properties is required only because the properties are within City boundaries.

RECOMMENDATION

That the Council APPROVE the sale of the four privately-owned, tax defaulted properties to the County of Los Angeles, pursuant to Revenue and Taxation Code Section 3775, for the agreed upon price of \$144,390.65, and REQUEST that the Mayor execute the required approval documents.

FISCAL IMPACT STATEMENT

The fiscal impact to the General Fund from approval of the recommendations is estimated to be positive and is unanticipated. The City's commensurate share of the proceeds from the sale of these privately owned, tax-defaulted properties will be distributed in the same manner as with other property tax receipts.

FINANCIAL POLICIES STATEMENT

There is no financial policy that applies to the recommendations in this report.

*MWS:YC/JVW/EB
DocId: 15220010*

*Attachment A: Correspondence dated August 31, 2021 from the Department of General Services
Attachment B: Agreement for sale and purchase of tax-defaulted real property and covenants, conditions, and restrictions*


CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: August 31, 2021

TO: Matthew W. Szabo
City Administrative Officer

Attention: Jacqueline Wagner, Chief Administrative Analyst

FROM: Tony M. Royster, General Manager
Department of General Services



**SUBJECT: LA COUNTY'S REQUEST FOR CITY'S CONCURRENCE ON THEIR
PROPOSED ACQUISITION OF VARIOUS PROPERTIES LOCATED IN
THE CITY OF LOS ANGELES**

Transmitted for your processing is the "Agreement for Sale and Purchase of Tax-Defaulted Real Property and Covenants, Conditions, and Restrictions." Pursuant to Section 3775 of the Revenue & Taxation Code, City Council approval is required to approve the sales prices of these properties as they are located in the City of Los Angeles. Council approval can also authorize the Mayor to execute on behalf of the City the Purchase Agreement, which the County's Purchase Agreement copy contemplates.

Your office has previously reviewed these types of documents and prepared the necessary report to Council (see attached) recommending authority for the Mayor to execute the Agreement.

Should there be any questions or additional information required, please contact Real Estate Officer Alecia (Simona) McGinnis, at (213) 925-2181 or by email at alecia.simona@lacity.org.

Attachment

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:
TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
225 NORTH HILL STREET, ROOM 130
LOS ANGELES, CA 90012

(Space above line for Recorder's use)

(PUBLIC AGENCY AGREEMENT)

AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS.

ASSESSOR'S IDENTIFICATION NUMBERS:

5185-027-029, 5221-005-002, 5301-018-201 and 5468-020-004

This Agreement by and between the County of Los Angeles (Seller) and Chief Executive Office (Purchaser), a public agency is made _____, in accordance with the provisions of California law.

The real Properties situated within the County of Los Angeles, as set forth and described in Exhibit A of this Agreement, is tax-defaulted and is Subject to the Tax Collector's Power to Sell for nonpayment of taxes, pursuant to California Revenue and Taxation Code (R&TC) Section 3691.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to approval by the California State Controller and the County of Los Angeles Board of Supervisors and subject to termination of redemption rights under the R&TC Section 3803, Seller agrees to sell to Purchaser the real property described in Exhibit A of this Agreement, pursuant to Division 1, Part 6, Chapter 8 of the R&TC.
2. The Purchaser agrees to and shall pay the purchase price for the Property, as stipulated in Exhibit A, which does not include the mandated notification costs of this Agreement and which are due and payable within 14 days of the effective date of the sale. The resolution by Purchaser's governing board authorizing the purchase is attached as Exhibit B.

3. INTENT OF USE

The public purpose and specified intent of use set forth by the Purchaser for the purchased Property is as follows:

4. NO WARRANTIES OR REPRESENTATIONS

The Seller makes no representation concerning the condition of title to the subject Property. The Seller does not warrant title to the Property or make any representations concerning the title. Additionally, the Seller makes no representation concerning the physical condition of the subject Property and the Purchaser acknowledges that it is not relying upon any statements or representations of the Seller concerning the subject Property, and is purchasing the subject Property in its "as is" condition.

5. PAYMENT OF COSTS

The Purchaser shall pay the purchase price of the Property and costs of the sale, including but not limited to: the cost of giving notice of this Agreement; the cost of publishing or posting the notice of this Agreement; the cost of proceeding to obtain a clear title to the Property; and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the Property.

6. CONSIDERATION

The Seller shall sell the Property(s) listed in Exhibit A as a single transaction to the Purchaser in consideration of the receipt of the payments listed in this Agreement.

7. REDEMPTION

If any of the Properties listed in Exhibit A are redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that Property or Properties. Notwithstanding the foregoing, this Agreement shall be binding and shall remain in full force and effect with respect to any remaining Property(s).

8. REVIVAL AND RIGHT OF REDEMPTION

This Agreement shall become null and void and the right of redemption restored upon the failure of the Purchaser to comply with the Terms and Conditions of this Agreement prior to the tax deed recordation. The Purchaser will be required to

reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale if these expenses have already been incurred.

9. INDEMNITY

The Purchaser shall indemnify the Seller from and against any and all liability, loss, costs, damages, attorney's fees, and any and all other expenses which the Seller may sustain or incur by reasons of a challenge to the validity of the Sale of the Tax-Defaulted Property described in Exhibit A. Pursuant to R&TC Section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted must be commenced within one year after the date of execution of the Tax Collector's deed.

10. ENVIRONMENTAL CONDITION OF PROPERTY

The Property acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The Seller in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the Property(s) are in compliance with federal, state, or local laws governing such substances. The Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the Purchaser or any other owner to remediate, clean up, or otherwise bring the Property(s) into compliance according to federal, state, or local environmental laws.

11. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA)

The Seller and the Purchaser agree that under United States Code, Title 42, Section 9601(20)(d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean-up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the Seller and/or the Seller's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any Property purchased under this Agreement into compliance with federal, state, or local environmental laws.

12. JURISDICTION BOUNDARIES

If the Purchaser is a district as defined by Government Code 56036(a), the purchased Property must be within the Purchaser's jurisdiction, unless a letter from Purchaser's legal counsel stating that either the influence has been extended by the Local Agency Formation Commission (LAFCO) to include the Property or the Property may be purchased without conflict with sphere of influence parameters.

13. ENTIRE AGREEMENT

This Agreement, with Exhibit A, constitutes the entire Agreement of the parties.

EXHIBIT A	Real Property Description and Purchase Price
EXHIBIT B	Resolution of Governing Board

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST: 
Chief Executive Office

By: Joseph M. Wickhite
Chief Operating Officer
Title

(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of Los Angeles of Los Angeles County hereby agrees to the selling price as provided in this agreement.

ATTEST: _____

City of Los Angeles

By _____

City Mayor

(Seal)

ATTEST: Board of Supervisors, County of Los Angeles

By: _____

Executive Officer-Clerk

By _____

Chair of the Board of Supervisors
of the Board of Supervisors

By _____

Deputy

(seal)

This Agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of County of Los Angeles relating to the real Property described herein.

County of Los Angeles Tax Collector

Pursuant to the provisions of R&TC Section 3775, the Controller agrees to the selling price set forth and, pursuant to the provisions of section 3795 approves the foregoing agreement on this ____ day of _____, 20__ is approved.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____

Jennifer Monticinos, Manager
Tax Administration Section

EXHIBIT A

REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Supervisory District	1
Location	CITY OF LOS ANGELES
Address	672 S MATHEWS ST LOS ANGELES CA 90023
Assessor's Identification Number	5185-027-029
Legal Description	TRACT # 4887 NW 75 FT OF LOT 6 BLK E
Size/Area	3,000 SQ. FT.
Agreement Number	2852
First Year of Default	2015
Estimated Purchase Price	\$30,685.15
Purpose of Acquisition	TO PRESERVE AFFORDABLE HOUSING FOR LOW TO MODERATE INCOME HOUSEHOLDS

ITEM	DESCRIPTION
Supervisory District	1
Location	CITY OF LOS ANGELES
Address	5234 VALLEY BLVD LOS ANGELES CA 90032
Assessor's Identification Number	5221-005-002
Legal Description	TRACT # 7669 LOT 84
Size/Area	2,250 SQ. FT.
Agreement Number	2852
First Year of Default	2015
Estimated Purchase Price	\$41,616.52
Purpose of Acquisition	TO PRESERVE AFFORDABLE HOUSING FOR LOW TO MODERATE INCOME HOUSEHOLDS.

Note: The estimated purchase price of each property is based on the amount due as of February 22, 2022, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.

ITEM	DESCRIPTION
Supervisory District	1
Location	CITY OF LOS ANGELES
Address	4499 VIA MARISOL #349C LOS ANGELES CA 90042
Assessor's Identification Number	5301-018-201
Legal Description	*TR=27847 LOT 8 CONDOMINIUM*UNIT 349
Size/Area	1,038 SQ. FT.
Agreement Number	2852
First Year of Default	2015
Estimated Purchase Price	\$25,496.37
Purpose of Acquisition	TO PRESERVE AFFORDABLE HOUSING FOR LOW TO MODERATE INCOME HOUSEHOLDS

ITEM	DESCRIPTION
Supervisory District	1
Location	CITY OF LOS ANGELES
Address	114 N AVENUE 54 LOS ANGELES CA 90042
Assessor's Identification Number	5468-020-004
Legal Description	OWNER S TRACT LOT 5
Size/Area	4,771 SQ. FT.
Agreement Number	2852
First Year of Default	2015
Estimated Purchase Price	\$46,592.61
Purpose of Acquisition	TO PRESERVE AFFORDABLE HOUSING FOR LOW TO MODERATE INCOME HOUSEHOLDS

Note: The estimated purchase price of each property is based on the amount due as of February 22, 2022, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.

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AFTER RECORDATION, MAIL TO:
TREASURER AND TAX COLLECTOR
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THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to approval by the California State Controller and the County of Los Angeles Board of Supervisors and subject to termination of redemption rights under the R&TC Section 3803, Seller agrees to sell to Purchaser the real property described in Exhibit A of this Agreement, pursuant to Division 1, Part 6, Chapter 8 of the R&TC.
2. The Purchaser agrees to and shall pay the purchase price for the Property, as stipulated in Exhibit A, which does not include the mandated notification costs of this Agreement and which are due and payable within 14 days of the effective date of the sale. The resolution by Purchaser's governing board authorizing the purchase is attached as Exhibit B.

3. INTENT OF USE

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6. CONSIDERATION

The Seller shall sell the Property(s) listed in Exhibit A as a single transaction to the Purchaser in consideration of the receipt of the payments listed in this Agreement.

7. REDEMPTION

If any of the Properties listed in Exhibit A are redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that Property or Properties. Notwithstanding the foregoing, this Agreement shall be binding and shall remain in full force and effect with respect to any remaining Property(s).

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EXHIBIT B	Resolution of Governing Board

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST: *Joseph M. Nichitta*
Chief Executive Office

By: Joseph M. Nichitta
Chief Operating Officer
Title

(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of Los Angeles of Los Angeles County hereby agrees to the selling price as provided in this agreement.

ATTEST: _____

City of Los Angeles

By _____

City Mayor

(Seal)

ATTEST: Board of Supervisors, County of Los Angeles

By: _____

Executive Officer-Clerk

By _____

Chair of the Board of Supervisors
of the Board of Supervisors

By _____

Deputy

(seal)

This Agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of County of Los Angeles relating to the real Property described herein.

County of Los Angeles Tax Collector

Pursuant to the provisions of R&TC Section 3775, the Controller agrees to the selling price set forth and, pursuant to the provisions of section 3795 approves the foregoing agreement on this ____ day of _____, 20__ is approved.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____
Jennifer Monticinos, Manager
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