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Childhelp, Inc. v. City of Los Angeles

Court of Appeal, Second District, Division 7, California - April 17, 2023 - Cal.Rptr.3d - 2023 WL 3274645

Nonprofit tenant brought action against city landlord for declaratory relief, writ of mandate, and promissory estoppel after city declined to transfer property to tenant in exchange for tenant's agreement to continue using the property to provide services for victims of child abuse.

City filed unlawful detainer action, and actions were consolidated. The Superior Court granted city's motions for summary adjudication on promissory estoppel cause of action, sustained city's demurrer without leave to amend to tenant's causes of action for declaratory relief and writ of mandate, and granted summary judgment to city on unlawful detainer complaint. Tenant appealed.

The Court of Appeal held that:

- City council resolution directing various city departments and officials to prepare and execute the necessary approvals and agreements was not an ordinance or contract which required city to transfer the property;
- Tasks described in city council resolution were discretionary rather than ministerial; and
- City could not be promissorily estopped from entering into any contract which violated city charter.

City council resolution directing various city departments and officials to prepare and execute the necessary approvals and agreements to convey property to nonprofit tenant, in exchange for tenant's agreement to continue using the property to provide services for victims of child abuse, was not an ordinance or contract which required city to transfer the property; city did not comply with the requirements in the city charter and administrative code for contracting and selling real property, and there was no ordinance prescribing the terms and conditions of the sale or a written contract signed by the mayor or other authorized personnel and approved by the city attorney.

Tasks described in city council resolution directing various city departments and officials to prepare and execute the necessary approvals and agreements to convey property to nonprofit tenant, in exchange for tenant's agreement to continue using the property to provide services for victims of child abuse, were discretionary rather than ministerial, and thus tenant was not entitled to writ of mandate compelling city to transfer the property; although the resolution directed certain City officers and departments to take certain actions, it did not specify how these actions should be carried out, and there was no contract, or even agreement on key terms, at the time the resolution was passed.

City could not be promissorily estopped from entering into any contract to convey premises to nonprofit tenant, in exchange for tenant's agreement to continue using the property to provide services for victims of child abuse, which violated city charter, even if city council had passed resolution directing various city departments and officials to prepare and execute the necessary approvals and agreements and had induced tenant not to look for other, affordable properties; the

reasonable value of the property exceeded \$5,000, city attorney had not approved the form of any agreement to sell the property, and city had not passed an ordinance or entered into a written contract to sell the property to tenant.

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