

A RESOLUTION OF THE SAN DIEGO COUNTYWIDE
REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD
APPROVING A CONTRACT BETWEEN THE CITY OF SAN DIEGO
ACTING IN ITS CAPACITY AS THE SUCCESSOR AGENCY AND
CIVIC SAN DIEGO FOR THE B STREET PEDESTRIAN CORRIDOR
PROJECT.

WHEREAS, the former Redevelopment Agency of the City of San Diego (Former RDA) administered the implementation of various redevelopment projects, programs, and activities within designated redevelopment project areas throughout the City of San Diego (City); and

WHEREAS, under California's redevelopment dissolution laws, the Former RDA dissolved as of February 1, 2012, at which time the City, solely in its capacity as the designated successor agency to the Former RDA (Successor Agency), assumed the Former RDA's assets and obligations and commenced winding down the Former RDA's operations; and

WHEREAS, the Successor Agency is required to administer the winding down of the Former RDA's operations and to ensure compliance with the Former RDA's obligations in accordance with Assembly Bill x1 26 (AB 26), as subsequently amended (collectively, the Dissolution Laws); and

WHEREAS, the Dissolution Laws specify that the Oversight Board and the California Department of Finance (DOF) must review and approve certain actions and decisions of the Successor Agency, including the Successor Agency's approval of each Recognized Obligation Payment Schedule (ROPS); and

WHEREAS, among other things, each ROPS shows the estimated payments owed by the Successor Agency to third parties for enforceable obligations during the upcoming fiscal period and identifies the funding sources that will be used to make such payments; and

WHEREAS, California Health and Safety Code (Code) section 34177.3(a) states that successor agencies “shall lack the authority to, and shall not, create new enforceable obligations or begin redevelopment work, except in compliance with an enforceable obligation . . . that existed prior to June 28, 2011”; and

WHEREAS, Code section 34177.3(b) permits successor agencies to “create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance”; and

WHEREAS, Code section 34171(d)(1)(E) defines “enforceable obligation” to include “any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy”; and

WHEREAS, Code section 34171(d)(1)(F)(i) further defines “enforceable obligation” to include “[c]ontracts or agreements for the administration or operation of the successor agency, in accordance with this part”; and

WHEREAS, Code section 34177(a) requires the Successor Agency to continue to make payments due for enforceable obligations, and Code section 34177(c) requires the Successor Agency to perform obligations required pursuant to any enforceable obligation; and

WHEREAS, the DOF issued a letter dated November 8, 2013 (November 2013 Letter) that effectively requires the Oversight Board and the DOF to approve all post-AB 26 services contracts, management contracts and similar contracts, and post-AB 26 amendments to existing contracts of that nature, that will involve the Successor Agency’s expenditure of funds in the ROPS 13-14B time period and beyond; and

WHEREAS, the DOF also issued a letter dated April 1, 2014 (April 2014 Letter), interpreting the Dissolution Laws to mean the Oversight Board must find that any post-AB 26 contract amendment for the provision of services is in the best interests of the local taxing entities in accordance with Code section 34181(e) or that the contract amendment, including any increase in compensation or scope of services, is necessary for the administration or operation of the Successor Agency in accordance with Code section 34171(d)(1)(F)(i); and

WHEREAS, Civic San Diego (CivicSD) performs certain administrative functions on the Successor Agency's behalf related to winding down the Former RDA's operations; and

WHEREAS, to comply with the November 2013 Letter and the April 2014 Letter, the Successor Agency is now presenting, for approval by the Oversight Board and the DOF, the Compensation Agreement (Agreement) between the City of San Diego and CivicSD for the completion of certain pedestrian pathway improvements in the B Street corridor in downtown San Diego (Project) pursuant to an enforceable obligation, as described further below; and

WHEREAS, in 1993, the Former RDA and Catellus Development Corporation (Catellus) entered into the Amended and Restated Development Agreement and the Amended and Restated Owner Participation Agreement (collectively, Development/Owner Participation Agreement), which revised development entitlements first granted in 1983 to Catellus' predecessor for approximately 17 acres of land near the Santa Fe Depot in downtown San Diego; and

WHEREAS, the Development/Owner Participation Agreement required Catellus to retrofit and complete base building improvements to the Santa Fe Depot Baggage Building (Baggage Building) and transfer title of the Baggage Building to the City, or any other governmental agency or non-profit entity designated by the City, for use as a museum or other cultural use; and

WHEREAS, in 2004, the Former RDA, an affiliate of Catellus, and the Museum of Contemporary Art, San Diego (Museum) entered into the Transfer Agreement and Escrow Instructions (Transfer Agreement), by which Catellus transferred title of the Baggage Building to the City and the City leased the Baggage Building to the Museum; and

WHEREAS, Section 10.22 of the Transfer Agreement requires the Successor Agency, as successor to the Former RDA, to pay for the design, development, construction, and installation of the pedestrian pathway and landscaping improvements in the B Street corridor (Project), as further described in the staff report accompanying this Resolution; and

WHEREAS, the City entered into an Agreement Satisfying and Terminating Obligations Under 2004 Transfer Agreement and Amending 2004 City Option, between the Museum and the Regents of the University of California (Regents), effectively transferring all obligations of the Museum to Regents, including the \$150,000 (Project Contribution) stipulated in the Transfer Agreement; and

WHEREAS, the \$150,000 Project Contribution is currently held in a dedicated account by City for the Project; and

WHEREAS, under Resolution No. OB-2019-025 adopted on September 19, 2019, the Oversight Board approved the original Professional Services Agreement between CivicSD and Kimley Horn and Associates (KHA), regarding the maximum expenditure of \$49,600 in ROPS-approved funds for an initial phase of civil engineering consulting services, which included schematic design, preliminary cost estimate, and public outreach associated with the Project; and

WHEREAS, under Resolution No. OB-2021-020 adopted on October 21 2021, the Oversight Board approved the First Amendment to the Professional Services Agreement between CivicSD and KHA, increasing the compensation by \$140,747.75 from the previous amount of

\$49,600 for a total amount of \$190,347.75 to complete the second phase of civil engineering consulting services for the Project; and

WHEREAS, under Resolution No. OB-2025-023 adopted on October 16 2025, the Oversight Board approved the Second Amendment to the Professional Services Agreement between CivicSD and KHA, increasing the compensation by \$100,000 from the previous amount of \$190,347.75 for a total amount of \$290,347.75 to complete the final design of the Project and obtain permit ready documents for construction of the Project; and

WHEREAS, the Compensation Agreement will benefit the local taxing entities and will be in their best interests, in that it will permit the Successor Agency to carry out its contractual obligation under the Transfer Agreement, a pre-AB 26 contract, to complete the design, development, construction, and installation of the Project, and will avoid the Successor Agency's breach of its contractual obligation; and

WHEREAS, the Compensation Agreement is necessary for the operation or administration of the Successor Agency because it permits the Successor Agency to complete the final design, development, construction, and installation of the Project and to fulfill its contractual obligation under the Transfer Agreement related to the Project; and

WHEREAS, the maximum expenditure amount under the Compensation Agreement is \$2,162,288 funded from ROPS line item 164 and the Project Contribution of \$150,000.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board as follows:

1. The Board finds, under Code section 34181(e), that the Compensation Agreement is in the best interests of the local taxing entities.

2. The Board finds, under Code section 34171(d)(1)(F)(i), that the provision of services under the Compensation Agreement is necessary for the administration or operation of the Successor Agency.

3. The Compensation Agreement is approved.

PASSED AND ADOPTED by the Oversight Board at a duly noticed meeting of the Oversight Board held on July 16, 2026.

Approved as to Form and Legality
By Steve Mattas, Oversight Board Counsel

Scott A. Buxbaum

Scott A. Buxbaum (Jul 20, 2026 13:06:52 PDT)

Scott Buxbaum
Chair, Oversight Board

Resolution OB-2026-17 B St Comp Agreement

Final Audit Report

2026-07-20

Created:	2026-07-20 (Pacific Daylight Time)
By:	Matthew Ostlund (Matthew.Ostlund@sdcounty.ca.gov)
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"Resolution OB-2026-17 B St Comp Agreement" History

-  Document created by Matthew Ostlund (Matthew.Ostlund@sdcounty.ca.gov)
2026-07-20 - 12:29:10 PM PDT- IP address: 174.65.50.251
-  Document emailed to buxbaums@cajonvalley.net for signature
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2026-07-20 - 12:31:50 PM PDT- IP address: 146.75.146.1
-  Signer buxbaums@cajonvalley.net entered name at signing as Scott A. Buxbaum
2026-07-20 - 1:06:50 PM PDT- IP address: 209.66.196.59
-  Scott A. Buxbaum (buxbaums@cajonvalley.net) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
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-  Document e-signed by Scott A. Buxbaum (buxbaums@cajonvalley.net)
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