

1 [Management Agreement Amendment - Pasha Automotive Services - Pier 80 Terminal -
2 Discontinue \$50,000 Monthly Fee - Revised Revenue Sharing]

3 **Resolution authorizing the Port of San Francisco ("Port") to execute the First**
4 **Amendment to Management Agreement 16114 between the Port Commission and**
5 **Pasha Automotive Services, a California corporation ("Pasha"), amending Management**
6 **Agreement 16114 to discontinue a \$50,000 monthly Management Fee paid by the Port**
7 **to Pasha; adopt revised revenue sharing and special event provisions; restructure**
8 **Pasha's exclusive use of the Port's Pier 80 terminal; and authorize the Port to enter into**
9 **amendments or other modifications to the First Amendment to Management**
10 **Agreement 16114 that do not materially increase the obligations or liabilities to the City**
11 **or the Port.**

12
13 WHEREAS, California Statutes of 1968, Chapter 1333 (as amended, "Burton Act") and
14 Charter Sections 4.114 and B3.581 empower the San Francisco Port Commission ("Port" or
15 "Port Commission") with the power and duty to use, conduct, operate, maintain, manage,
16 regulate and control the lands within Port Commission jurisdiction in the City and County of
17 San Francisco; and

18 WHEREAS, Pasha , an established operator of several marine terminals on the U.S.
19 West Coast, entered into Management Agreement 16114, dated for reference purposes as of
20 April 12, 2016 ("Agreement"), with the Port to manage and operate the Port's Pier 80 terminal
21 predominantly for automobile import and export; and

22 WHEREAS, The Agreement's payment terms are comprised of a percentage of annual
23 gross tariff revenues generated at the Pier 80 terminal and a \$50,000 monthly management
24 fee paid by the Port to Pasha; and

1 WHEREAS, Changes in the automobile market have negatively impacted the number
2 of automobiles exported and imported through Pier 80, significantly decreasing annual gross
3 tariff revenues since 2021; and

4 WHEREAS, The Agreement's payment provisions are no longer beneficial to the Port;
5 and

6 WHEREAS, The Port desires to use Pier 80 as additional space for cruise ship
7 operations and for non-maritime special events, such as the Portola Music Festival, resulting
8 in increased revenues generated from the facility; and

9 WHEREAS, Port staff and Pasha have negotiated a First Amendment to Management
10 Agreement to 1) discontinue a \$50,000 monthly Management Fee paid by the Port to Pasha,
11 2) adopt revised revenue sharing and special event provisions, 3) restructure Pasha's
12 exclusive use of the Port's Pier 80 terminal; and 4) authorize the Port to enter into
13 amendments or other modifications to the Agreement that do not materially increase the
14 obligations or liabilities to the City or the Port ("First Amendment"), a copy of which is on file
15 with the Clerk of the Board of Supervisors in File No. 260744; and

16 WHEREAS, At its June 9, 2026 meeting, the Port Commission adopted
17 Resolution 26-36, approving the First Amendment; and

18 WHEREAS, The First Amendment requires approval by the Board of Supervisors; now,
19 therefore be it

20 RESOLVED, That the Board hereby approves the First Amendment to Management
21 Agreement, and authorizes the Acting Executive Director of the Port, or the Acting Executive
22 Director's designee, to execute the First Amendment to Management Agreement and related
23 documentation, each in the form approved by the City Attorney and in substantially the same
24 form on file with the Clerk of the Board in File No. 260744; and, be it
25

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Acting Executive
2 Director of the Port, or the Acting Executive Director's designee, to enter into any other
3 additions, amendments, or other modifications to the First Amendment to Management
4 Agreement that the Acting Executive Director, in consultation with the City Attorney,
5 determines, when taken as a whole, to be in the best interest of the Port, do not materially
6 increase the obligations or liabilities of the City or the Port or materially reduce the benefits to
7 the City or the Port,, and are necessary or advisable to complete the transactions which this
8 Resolution contemplates and effectuate the purpose and intent of this Resolution, such
9 determination to be conclusively evidenced by the execution and delivery by the Acting
10 Executive Director of such documents; and, be it

11 FURTHER RESOLVED, That within 30 days of the execution of the First Amendment
12 to Management Agreement by all parties, the Port shall provide a copy to the Clerk of the
13 Board for inclusion in the official file.