

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS FIRST AMENDMENT (“Amendment”) is made as of November 26, 2025, in San Francisco, California, by and between **Canon U.S.A., Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.16(b) pursuant to waiver OCAWVR0012756 granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

WHEREAS, this Agreement is deemed exempt from Chapter 14B of the San Francisco Administrative Code because this contract is for Commodities and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Agreement is for Commodities (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1      **Agreement.** The term “Agreement” shall mean the Agreement dated May 1, 2024 between Contractor and City, as amended by the:

Novation Agreement, dated July 1, 2025.

1.2      **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco

Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2 Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

2.1 **Term of this Master Agreement.** Section 3.1. “*Term of this Master Agreement*” of the Agreement currently reads as follows:

3.1. **Term of this Master Agreement.** The term of this Agreement shall be from April 1, 2024 to December 15, 2025. In addition the City, at its sole discretion, shall have the option to extend the term of this Agreement for an additional five years up until December 15, 2030 so long as the Cooperative Agreement between Contractor and the University of California Office of the President is also extended.

**Such section is hereby amended in its entirety to read as follows:**

3.1. **Term of this Master Agreement.** The term of this Agreement shall be from April 1, 2024 to December 15, 2030. This maximum contract term is contingent upon Contractor obtaining annual renewals of its University of California and Omnia Partners Contract Number 2020002755 through to December 15, 2030. City reserves the right to terminate earlier should Contractor fail to obtain aforementioned annual renewals.

## **Article 3 Reserved**

## **Article 4 Effective Date**

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

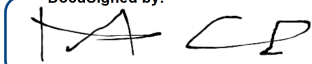
## **Article 5 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

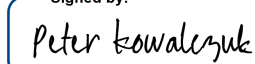
Recommended by:

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Paul Cheng  
Procurement Manager  
Office of Contract Administration

CONTRACTOR

Canon U.S.A., Inc.

Signed by:  
  
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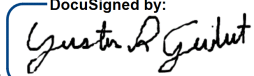
Peter Kowalczyk  
Executive Vice President

City Supplier number: 0000023422



Approved as to Form:

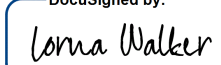
David Chiu  
City Attorney

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By: Gustin R. Guibert  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

DocuSigned by:  
  
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By: Lorna Walker  
Deputy Director of the Office of  
Contract Administration