

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

Second Amendment

THIS **SECOND AMENDMENT** (“Amendment”) is made as of **July XX, 2026**, 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 increase the Not-to-Exceed amount of the contract to **\$15,300,000**; and

Whereas, Contractor was selected pursuant to San Francisco Administrative Code Section 21.16 pursuant to waiver OCAWVR0013602 granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

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

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

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under Resolution No. **XXXXXX** approved on **[date of Board action]** in the amount of **\$15,300,000** for the period commencing April 1, 2024, and ending December 15, 2030; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

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, and

First Amendment, dated November 26, 2025.

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

1.3 **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), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), 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, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Labor and Employment Code Articles 141 and 142 were repealed. To the extent those legal obligations appear in this Agreement, they should be treated as nullified. The dollar value threshold for application of Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 was increased. If the Agreement is valued at less than \$230,000, Administrative Code Chapters 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, Administrative Code Chapter 12F and Labor and Employment Code Article 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Administrative Code Chapter 12L is not in effect. Any clause in the Agreement concerning an obligation referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Section 4.7, “Maximum Compensation”** of the Agreement currently reads as follows:

4.7 Maximum Compensation. In no event shall the total compensation for all Individual Equipment Leases and Rentals entered into under this Agreement exceed \$9,000,000.00 (Nine million dollars).

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

4.7 Maximum Compensation. In no event shall the total compensation for all Individual Equipment Leases and Rentals entered into under this Agreement exceed \$15,300,000 (Fifteen million three hundred thousand dollars).

Article 3 Reserved

Article 4 Incorporation of Recitals

Incorporation of Recitals. The matters recited in the Recitals section of this Amendment are a substantive portion of this Amendment and are hereby incorporated by reference herein and into the Agreement.

Article 5 Effective Date

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

Article 6 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:

Paul Cheng
Procurement Manager
Office of Contract Administration

Date: _____

Approved as to Form:

David Chiu
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Date: _____

Approved:
Sailaja Kurella
Director of the Office of Contract
Administration and City Purchaser

By: _____
Lorna Walker
Authorized Signer
Deputy Director of the Office of
Contract Administration

Date: _____

CONTRACTOR

Canon U.S.A., Inc.

Peter Kowalczuk
Executive Vice President

Date: _____

City Supplier ID: 0000023422