

5. Upon Office Depot's payment as set forth in Paragraph 2 above and issuance of credit as set forth in Paragraph 3 above, the City shall release Office Depot and its parents, subsidiaries, affiliated or related entities, their predecessors in interest, and its officers, directors, employees, members, partners (including business partners), trustees, servants, successors, assigns, executors, administrators, agents, attorneys, independent contractors, or other personal or legal representatives (collectively, "Office Depot Released Parties"), from all claims or potential claims arising out of or relating to the Contract, including but not limited to contingent claims, counterclaims, third-party claims, liabilities, demands, losses, judgments, actions, suits, causes of action, accountings, rights, damages, punitive damages, penalties, and interests, direct or derivative, nominally or beneficially possessed or claimed, known or unknown, suspected or unsuspected, choate or inchoate, and whether or not the Office Depot Released Parties or any of them are at fault, that the City had, now has, or hereafter can, shall, or may have against the Office Depot Released Parties for or by reason of any cause, matter, or thing whatsoever, from the beginning of the world through the date of this Agreement.

6. Upon the City's payment as set forth in Paragraph 4 above, Office Depot shall release the City and its officers, employees, agents, and attorneys or other legal representatives (collectively, "City Released Parties"), from all claims or potential claims arising out of or relating to the Contract, including but not limited to contingent claims, counterclaims, third-party claims, liabilities, demands, losses, judgments, actions, suits, causes of action, accountings, rights, damages, punitive damages, penalties, and interests, direct or derivative, nominally or beneficially possessed or claimed, known or unknown, suspected or unsuspected, choate or inchoate, and whether or not the City Released Parties or any of them are at fault, that Office Depot had, now has, or hereafter can, shall, or may have against the City Released Parties for or by reason of any cause, matter, or thing whatsoever, from the beginning of the world through the date of this Agreement.

7. In connection with the general releases set forth in Paragraphs 5 and 6 above, the parties expressly waive all claims or rights pursuant to Section 1542 of the Civil Code of the State of California. The parties have been advised of the existence of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provision, to the extent Section 1542 is applicable to this Agreement, the parties knowingly and voluntarily waive the provisions of Section 1542, and acknowledge and agree that this waiver is an essential and material term of this Agreement and the settlement that led to it, and without such waiver the settlement would not have been entered into. The parties hereby represent that they have been advised by legal counsel, understand and acknowledge the significance and consequence of this specific waiver of Section 1542.

8. Each Settling Party covenants and agrees that it will not sue or bring or assert any action, claim, or cause of action in any jurisdiction or forum against the other Settling Party asserting any claim released by this Agreement.

9. Each Settling Party may plead this Agreement as a complete defense and bar to any claim released by this Agreement, and, in such event, the party bringing such barred action, claim, or demand shall indemnify and hold the other party harmless from and against any and all costs and expenses arising therefrom (including reasonable attorneys' fees and expenses incurred in connection therewith).

10. This Agreement may be amended, modified, and supplemented only by a written instrument signed on behalf of each of the Settling Parties.

11. No delay on the part of any Settling Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Settling Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

12. All recitals above are hereby incorporated herein and made an integral part of this Agreement.

13. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the Settling Parties and the Released Parties any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof.

14. This Agreement and any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of California, including its statutes of limitation, without regard to otherwise applicable principles of conflicts of laws, whether of the State of California or any other jurisdiction.

15. This Agreement shall be binding upon and inure to the benefit of the Settling Parties and their respective successors and permitted assigns, provided, however, that no right, privilege or obligation arising under this Agreement is assignable by any Settling Party without the prior written consent of the other Settling Party.

16. Delivery of executed signature pages in one or more counterparts shall be sufficient to render this Agreement effective in accordance with its terms. Each counterpart shall be deemed an original, but all counterparts collectively shall constitute only one instrument.

17. Each Settling Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the Settling Parties.

18. This Agreement represents the entire agreement between the Settling Parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements between the Settling Parties, either written or oral, in respect of such subject matter.

19. The parties and each of them represent and warrant that they have not assigned or transferred to any other person (natural person or otherwise), any claim or portion thereof or interest therein released by this Agreement.

20. The persons who sign this Settlement Agreement hereby represent and covenant that they are fully and duly authorized to execute this Settlement Agreement and to bind thereby the party each represents. The Settling Parties agree that this Settlement Agreement is contingent upon approval of its terms by the Board of Supervisors of the City and County of San Francisco. Counsel for the City will seek a resolution by the Board fully approving this Settlement Agreement and will take no action that is inconsistent with the goal of obtaining Board approval.

21. In the event any paragraph of this Agreement, or any sentence within any paragraph, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or section shall be deemed severed from the remainder of this Agreement, and the remainder of this Agreement shall remain in full force and effect.

22. Any notices, requests, demands, or other communications provided for by this Agreement shall be sufficient if in writing and personally delivered or sent by an overnight service or sent by first class registered or certified U.S. mail to the following addresses

If to the City:

The Purchaser's Office
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102
Attention: Naomi Kelly

with a copy (not itself constituting notice) to:

Office of the City Attorney
1390 Market Street, 7th Floor
San Francisco, CA 94102-5408
Attention: Kristine Poplawski, Esq.
Deputy City Attorney

If to Office Depot:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496-2434
Attention: Stephen R. Calkins, Esq.
Vice President and Deputy General Counsel

with a copy (not itself constituting notice) to:

Williams & Connolly LLP
725 12th Street NW
Washington, DC 20005
Attention: Daniel F. Katz, Esq.

Any Settling Party may modify its address from time to time by notice to the others pursuant to this Paragraph 22.

23. Effective Date: This Agreement shall become effective on the date of final approval by the San Francisco Board of Supervisors.

IN WITNESS WHEREOF, the Parties have signed this Agreement, or caused this Agreement to be signed by their respective duly authorized representatives.

CITY AND COUNTY OF SAN FRANCISCO

By: _____

Name: Naomi Kelly

Title: Director of Purchasing

Date: _____

By: _____

Name: Ben Rosenfield

Title: Controller

Date: _____

OFFICE DEPOT, INC.

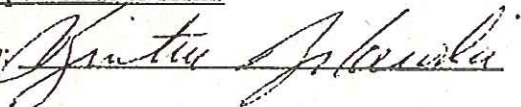
By:  _____

Name: Stephen R. Calkins

Title: VP, Deputy General Counsel

Date: 12/10/10

Approved as to form:

By:  _____

Name: Kristine A. Poplawski

Title: Deputy City Attorney

Date: 3-9-2011

IN WITNESS WHEREOF, the Parties have signed this Agreement, or caused this Agreement to be signed by their respective duly authorized representatives.

CITY AND COUNTY OF SAN FRANCISCO

By: Naomi Kelly

Name: Naomi Kelly

Title: Director of Purchasing

Date: 3/10/11

By: _____

Name: Ben Rosenfield

Title: Controller

Date: _____

OFFICE DEPOT, INC.

By: [Signature]

Name: Stephen R. Calkins

Title: VP, Deputy General Counsel

Date: 12/10/10

Approved as to form:

By: Kristine A. Poplawski

Name: Kristine A. Poplawski

Title: Deputy City Attorney

Date: 3-9-2011

IN WITNESS WHEREOF, the Parties have signed this Agreement, or caused this Agreement to be signed by their respective duly authorized representatives.

CITY AND COUNTY OF SAN FRANCISCO

By: _____

Name: Naomi Kelly

Title: Director of Purchasing

Date: _____


By: 

Name: Ben Rosenfield

Title: Controller

Date: 3/9/2011

OFFICE DEPOT, INC.

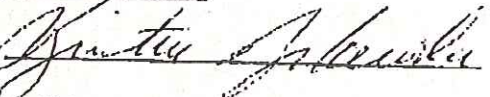
By: 

Name: Stephen R. Calkins

Title: VP, Deputy General Counsel

Date: 12/10/10

Approved as to form:

By: 

Name: Kristine A. Poplawski

Title: Deputy City Attorney

Date: 3-9-2011

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

96708

EXECUTION COPY

Office Supplies – Office Depot Credit
For the Term July 1, 2011 Through June 30, 2013

ATTACHMENT B

Order-Level Credit Statement

Customer Name	Account Number	Bill From Date	Bill To Date	Invoice Number	User	Order Line Number	Department	Ship To ID	Order Date	Contact Name
CCSF 2011 CREDIT ACCT	55780018	08/27/2010	08/27/2010	311240463001	VENEGAS,ALICIA	1	AIR	AIR-632WESTFIELD	08/27/2010	ALICIA VENEGAS
CCSF 2011 CREDIT ACCT	55780018	08/27/2010	08/27/2010	311240463001	VENEGAS,ALICIA	2	AIR	AIR-632WESTFIELD	08/27/2010	ALICIA VENEGAS
CCSF 2011 CREDIT ACCT	55780018	08/27/2010	08/27/2010	311240463001	VENEGAS,ALICIA	3	AIR	AIR-632WESTFIELD	08/27/2010	ALICIA VENEGAS
CCSF 2011 CREDIT ACCT	55780018	08/27/2010	08/27/2010	311240463001	VENEGAS,ALICIA		AIR	AIR-632WESTFIELD	08/27/2010	ALICIA VENEGAS

ATTACHMENT B

Order-Level Credit Statement

Ship To Name	Ship To Address 1	Ship To Address 2	Ship To City	Ship To State	Ship To Zip	Ship To Country	Ordered By	SKU
CCSF 2011 CREDIT /632 WEST FIELD RD	SAN FRANCISCO INTL AIRPO	SAN FRANCISCO	SAN FRANCISCO	CA	941283101	US	ALICIA VENEGAS	115785
CCSF 2011 CREDIT /633 WEST FIELD RD	SAN FRANCISCO INTL AIRPO	SAN FRANCISCO	SAN FRANCISCO	CA	941283101	US	ALICIA VENEGAS	181586
CCSF 2011 CREDIT /634 WEST FIELD RD	SAN FRANCISCO INTL AIRPO	SAN FRANCISCO	SAN FRANCISCO	CA	941283101	US	ALICIA VENEGAS	234200
CCSF 2011 CREDIT /636 WEST FIELD RD	SAN FRANCISCO INTL AIRPO	SAN FRANCISCO	SAN FRANCISCO	CA	941283101	US	ALICIA VENEGAS	TAX

Order-Level Credit Statement

Item Description	UOM	Qty Ordered	Qty Shipped	Qty Back Ordered	Unit Price	Ext Price
INK,HP 57A,TWIN PACK,TRI-COLOR	PK	4	4	0	71.990	287.96
PEN,BALL PT,MEDIUM,STICK,RED	DZ	3	3	0	1.290	3.87
PEN,RT,SOFT GRIP,12PK,BLUE	PK	4	4	0	10.790	43.16
TAX						28.47

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

96708

EXECUTION COPY

Office Supplies – Office Depot Credit
For the Term July 1, 2011 Through June 30, 2013

ATTACHMENT C

Monthly Usage Report