

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** ZACH WADLE

**Department:** DISTRICT ATTORNEY



KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement

Other specify: CONTRACT TERMINATION

05/18/2020  
DATEDOUGLAS COUNTY CLERK  
HENDER, NV

BY \_\_\_\_\_ DEPUTY

**CONTRACT TERMINATION AND MUTUAL RELEASE AGREEMENT**

This Contract Termination and Mutual Release Agreement ("Agreement"), is entered into by and between Devnet, Incorporated ("Devnet"), on the one hand, and Douglas County, Nevada, a political subdivision of the State of Nevada ("Douglas County"), on the other hand (together, the "Parties").

WHEREAS, the Parties executed that certain *Contact for Property Tax, CAMA, and EdgeMaps License, Maintenance, and Support* (the "Agreement") dated February 1, 2018;

WHEREAS, Douglas County tendered correspondence dated October 8, 2019, raising certain matters purportedly concerning Devnet's performance under the *Agreement*;

WHEREAS, Devnet has responded to the October 8, 2019 letter, including by way of Devnet's counsel's correspondence dated January 8, 2020, purporting to assert that Devnet had satisfied all terms and conditions of the *Agreement* and/or that issues raised by Douglas County fell outside, in whole or in part, the scope and application of the parties' Agreement, and to demand payment upon those invoices which were outstanding and past due as of the date of the parties' dispute, as well as those remaining amounts which would be due and payable in the future under the *Agreement*;

WHEREAS, Douglas County generally disputed that Devnet had satisfied all terms and conditions of the *Agreement*, and tendered correspondence dated January 16, 2020 purporting to immediately terminate the *Agreement* due to Devnet's alleged breach; and

WHEREAS, The Office of the District Attorney for Douglas County and counsel for Devnet have been in communications by correspondence and telephone to address the parties' respective claims and demands; and

WHEREAS the Parties wish to amicably resolve matters relative to the termination of their respective obligations under the *Agreement*, as well as any and all other disputes or controversies which might have been asserted relative to the *Agreement*, all effective as of February 1, 2020 (the "Effective Date" of this Agreement).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The parties jointly agree that the *Agreement* is hereby terminated.
2. Devnet agrees that Douglas County shall owe no further fees to Devnet, and Devnet expressly waives and releases all claims for payment which Devnet might have demanded or sought pursuant to Article 5 of the *Agreement*.
3. Douglas County releases and forever discharges Devnet and its affiliates, and their respective owners, employees, and agents, from and against any and all claims, demands, damages, causes of action or suits at law or in equity of whatsoever kind or nature (including but not limited to claims for indemnification and/or contribution), whether known or unknown, accrued or

un-accrued, which Douglas County may have asserted or may now or hereafter assert against Devnet relating to or arising out of any alleged breach, non-performance, negligent acts, or omissions by Devnet arising out of or relating to the *Agreement*, including but not limited to those set forth in the October 8, 2019 letter or in any ensuing communications relating thereto.

4. Devnet releases and forever discharges Douglas County and its affiliates, employees, and agents, from and against any and all claims, demands, damages, causes of action or suits at law or in equity of whatsoever kind or nature (including but not limited to claims for indemnification and/or contribution), whether known or unknown, accrued or un-accrued, which Devnet may have asserted or may now or hereafter assert against Douglas County relating to or arising out of any alleged breach, non-performance, negligent acts, or omissions by Douglas County arising out of or relating to the *Agreement*, including but not limited to those set forth in the January 8, 2020 letter or in any ensuing communications relating thereto.

5. While agreeing to compromise and settle the termination of the *Agreement*, the Parties, respectively, each specifically denies any wrongdoing or violation. Nothing in this Agreement shall constitute an admission, precedent or evidence in any other proceeding, with the exception that this Agreement shall be admissible evidence in any proceeding to enforce the terms hereof.

6. The Parties covenant and agree that this Agreement sets forth the entire agreement between the Parties and supersedes any written or oral understanding, promise or agreement directly or indirectly related to it, which is not referred to and incorporated herein. The Parties agree that Paragraph 4.3, Paragraphs 6.1 through 6.3, 7.1 through 7.6, and Paragraphs 10.1 through 10.14 of the *Agreement* shall survive and continue in full force and effect upon their terms, as if fully set forth in this Agreement. The Parties further covenant and agree that this Agreement may not be modified – whether by additions, deletions, waivers, amendments or other modifications – unless made in writing signed by both Parties.

7. This Agreement may be executed in duplicate counterparts, including by facsimile or email/PDF, and will be as fully binding as if signed in one entire document.

8. The Parties mutually represent and acknowledge that they have had a reasonable period of time to consider this Agreement, that they have had an opportunity to review it with their respective attorneys if they so choose, that they have read and understand its terms and that they voluntarily enter into this Agreement. Furthermore, the Parties represent and warrant that the individual signing this Agreement is authorized to do so.

9. The foregoing recital clauses to this Agreement are incorporated herein.

*[Remainder of Page Intentionally Blank – Signatures Block Included On Next Page]*

IN WITNESS WHEREOF, the hereto agree to and hereby execute this Agreement:

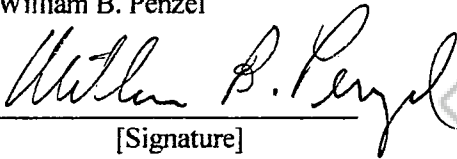
WITH AUTHORITY FROM  
AND ON BEHALF OF:

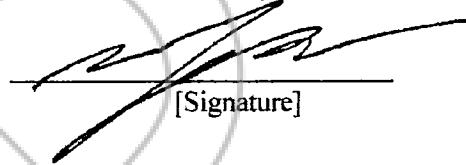
**DOUGLAS COUNTY, NEVADA**

**DEVNET, INCORPORATED**

By: William B. Penzel

By: Michael J. Conroy [Printed]

  
[Signature]

  
[Signature]

Title: Chairman, Douglas County Board  
of Commissioners

Title: President

Dated: 5/14/20, 2020

Dated: 6-21, 2020

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

18th day of MAY, 2020

By  Deputy