

**Basalt Regional Library District Board of Trustees Special Meeting**  
**Tuesday, February 1, 2022 at 5:15 PM**  
**Special Meeting**  
**Emergency Circumstance to Allow Teleconferencing**  
(BRLD Bylaws, Article 6, Section 5(d))  
**Basalt Library Community Room and**  
**Zoom Meeting, see [BRLD Website Calendar for Link](#)**

All meetings of the Basalt Regional Library District are open meetings.  
Members of the public are most welcome.

**Board of Trustees:** Enid Ritchy, President; Jim Albert, Vice president; Carolyn Kane, Treasurer; Colleen Irvin, Secretary; Becky Musselman, Trustee; Ryan Anslyn, Trustee; Margaret Simmons, Trustee

**AGENDA**

- 5:15 PM Call to order  
Citizen Comments
- 5:20 PM Board Comments
- 5:25 PM Discussion and possible vote to direct Executive Director to sign nondisclosure agreement with Business ASAP for purposes of receiving a bid for bookkeeping services
- 5:45 PM Adjourn Meeting

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement"), dated effective as of January \_\_\_\_, 2022 (the "Effective Date"), is made by and between BASALT REGIONAL LIBRARY DISTRICT ("Discloser"), with its primary address at 14 Midland Ave., Basalt, CO 81621, and ASAP ACCOUNTING AND PAYROLL, INC., a Colorado corporation ("ASAP"), whose address is PO Box 2710, Telluride, CO 81435.

For good and valuable consideration, including the premises and covenants hereinafter set forth, the parties agree as follows:

1. The parties contemplate that Discloser may disclose certain information to ASAP in connection with ASAP providing a proposal for the provision of services to Discloser ("Permitted Purpose"). As used in this Agreement the term "Confidential Information" means any and all tangible and intangible information, either written, oral, or in any other medium, originated by or uniquely within the knowledge of Discloser and not generally available to others, including, without limitation, any and all financial information, evaluations, reports, trade secrets, know-how, processes, or methodologies.

2. ASAP shall receive and maintain Confidential Information in strict confidence and may disclose said Confidential Information only to those officers and employees employed by ASAP to whom it is essential to disclose the same to accomplish a Permitted Purpose. Confidential Information disclosed pursuant to this Agreement will remain the property of Discloser and will be used, duplicated, and/or disclosed by ASAP solely for the Permitted Purpose.

3. Confidential Information will not include any information to the extent that ASAP can demonstrate that the information: (a) was publicly known at the time of disclosure to ASAP or later became publicly known through no wrongful act of ASAP; (b) was rightfully received by ASAP from a third party without a duty of confidentiality; (c) was independently developed by ASAP without reference to or reliance on any Confidential Information; or (d) was in the unrestricted possession of ASAP, and such prior possession is evidenced by a writing existing, prior to receipt of such information pursuant to this Agreement. ASAP shall be excepted from the confidentiality and non-disclosure obligations set forth in Paragraph 2, above, with respect to any portion of Confidential Information to the extent that such portion of Confidential Information is required to be disclosed by a judicial or other legal order but only to the limited extent required to comply with the order and only after informing Discloser of the order within a reasonable period of time before the disclosure to provide Discloser with a meaningful opportunity to obtain a protective order or other legal protection for the Confidential Information at issue.

4. Upon demand by Discloser at any time, or upon expiration or termination of this Agreement, ASAP promptly shall return or destroy, at Discloser's option, all materials that disclose or embody Confidential Information.

5. The disclosure of any Confidential Information by Discloser shall not constitute the waiver of any attorney-client privilege.

6. Confidential Information may be preliminary or incomplete. No warranties are made by Discloser with respect to the Confidential Information. Confidential Information is provided "as is." Discloser accepts no responsibility for any expenses, losses, or actions incurred or undertaken by ASAP as a result of its use of Confidential Information.

7. ASAP acknowledges that the Confidential Information is owned by Discloser and that no license or other right to use Confidential Information is granted to ASAP other than as specifically provided for herein.

8. Neither party has any obligation under this Agreement to enter into any other agreement with the other party. Each party reserves the right, in its sole discretion, to reject any and all proposals

made by the other party with regard to a transaction between the parties, and to terminate discussions and negotiations at any time.

9. All notices and other required communications under this Agreement ("Notices") shall be in writing, and shall be sent to a party at the address set forth below:

If to Discloser:	BASALT REGIONAL LIBRARY DISTRICT Attn.: _____ 14 Midland Ave., Basalt, CO 81621 Email: _____
If to ASAP:	Mr. Richard Betts ASAP ACCOUNTING AND PAYROLL, INC. PO Box 2710, Telluride, CO 81435 <a href="mailto:richard@businessasap.com">richard@businessasap.com</a>

Notices shall be given: (a) by personal delivery to the other party; (b) by facsimile, with electronic delivery confirmation received; (c) by registered or certified mail, return receipt requested; or (d) by express courier (e.g., DHL, Federal Express, etc.). Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by facsimile, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 5:00 p.m. at ASAP's location) and, if not delivered during normal business hours, on the next business day following delivery; (iii) if solely by mail, on the date of receipt as stated on the return receipt; or (iv) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log. Courtesy copies shall be sent via email. A party may change its address by sending Notice to the other party of the new address.

10. The invalidity or unenforceability of any provision of this Agreement will not affect the remaining portions hereof. This Agreement will be binding upon the successors and assigns of the parties hereto and will be governed by and construed in accordance with the laws of the State of Colorado, excluding its choice of law principles, and the parties shall submit to the jurisdiction and venue of the state and federal courts located in the State of Colorado.

11. This Agreement will commence on the Effective Date and will continue in effect for a period of three years, at the end of which this Agreement will automatically expire, unless terminated earlier by either party at any time upon 10 days' prior Notice to the other party.

12. This Agreement shall terminate upon and in the event that the parties enter into an agreement for ASAP's provision of services to Discloser, which agreement shall address confidentiality and supersede the provisions hereof. In the event that the parties do not enter into an agreement for ASAP's provision of services to Discloser, the obligations of the parties hereunder will survive expiration or termination of this Agreement for a period of three (3) years unless such Confidential Information earlier ceases to be confidential pursuant to the terms of Paragraph 3, above.

13. In addition to all other remedies, Discloser will be entitled to specific performance and injunctive or other equitable relief as a remedy for a breach of this Agreement. In the event that legal proceedings are brought for the interpretation or enforcement of this Agreement, the primarily prevailing parties shall be entitled to recovery of their costs incurred in connection therewith including, but not limited to, reasonable attorneys' fees.

14. This Agreement contains the complete and exclusive understanding of the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions hereof will be binding unless in writing and signed by a duly authorized representative of each party hereto.

15. This Agreement may be signed in counterparts and by facsimile or electronic means.

The parties have executed this Agreement as of the Effective Date.

BASALT REGIONAL LIBRARY DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/title: \_\_\_\_\_

ASAP ACCOUNTING AND PAYROLL, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/title: \_\_\_\_\_