



PITTSYLVANIA COUNTY ELECTORAL BOARD

Sandra Gilbert, Chairman
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Public Notice

The Pittsylvania County Electoral Board will hold a meeting at 9am on Friday, May 7, 2021. The purpose of this meeting is to discuss the request to meet with the Board of Supervisors, Joint Use Agreement, and the Wavier Notice.

Rec'd 5/6/2021

County Use Agreement
Copy

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JOINT USE AGREEMENT

This **JOINT USE AGREEMENT** ("Agreement") is between the **PITTSYLVANIA COUNTY ELECTORAL BOARD** ("Electoral Board") and the **PITTSYLVANIA COUNTY BOARD OF SUPERVISORS** ("Board"); (individual "Party;" collectively "Parties") for use of the Elections and Training Center ("Facility").

WHEREAS, Pittsylvania County, Virginia ("County"), spent approximately \$400,000 of its CARES Act funds to create a Facility that can accommodate the Registrar's Office, early voting, and hold trainings and meetings for the Board and other County Boards and Departments; and

WHEREAS, the Board desires that County associated public entities utilize this room to enhance employee and citizen engagement and public transparency; and

WHEREAS, the Board cooperates in making the Training Room and related Facility available for elections purposes; and

WHEREAS, it is in the public interest and economical advantage to obtain maximum benefits from investments of public expenditures; and

WHEREAS, there is considerably valuable equipment placed in the Training Room to enable remote meeting participation and recordings; and

WHEREAS, it is the intent of all Parties to create opportunities to promote public service, participation, and information to County citizens.

NOW, THEREFORE, BE IT RESOLVED, that this Agreement for the use the Facility for County business and informational purposes, as published herein, shall be the policy of the Board and the Electoral Board.

I. GENERAL INFORMATION:

A. In support of this Agreement, the County Administrator shall make available the Training Room and related Facility for County business administered by the Electoral Board and/or their designee.

B. All Parties to this Agreement understand that the Facility was created to provide a suitable space for the Registrar's Office, Early Voting, and County/Electoral Board Meetings and Trainings to be held while providing utmost transparency and information for County citizens.

C. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

II. SCHEDULING OF MEETINGS:

A. GENERAL:

1. The foremost priority for use of the Training Room is assigned to the Board, their appointed Boards or Commissions, and the Electoral Board for its regular meeting use.

2. The second priority for the use of the Training Room is assigned to secondary meetings involving County matters. The County shall be recognized as the scheduling authority for the Training Room and shall have an employee accessible calendar for scheduling.

3. When space is available at times that do not interfere with the priorities listed above, County Departments and the Electoral Board may schedule special meetings and trainings for the Training Room and related Facility.

4. When there are meetings/trainings scheduled for the Training Room, the occupant assumes the responsibility for planning, promoting, scheduling, coordinating, supervising, and executing the activity. This includes, but is not limited to, set up, running of equipment, and tidying up after the meeting, including putting the tables and chairs back to the standard setup of the room.

5. The Board, or its designees, shall always have unrestricted access to the Training Room and related Facility.

6. There will be no use associated with the Board Meeting Room other than for official County Business.

B. SCHEDULING INSTRUCTIONS:

There is a calendar located on the F Drive in the Community Folder for County employees to view/schedule meetings. The times shall be blocked off on the calendar and the Department and meeting/training shall be listed.

1. The entity scheduling a Meeting in the Facility shall be responsible for ensuring that the Training Room and related Facility are unlocked at the beginning of the meeting to comply with Virginia Open Meeting laws and locked at the completion of the meeting.

III. MAINTENANCE/CLEANING OF THE TRAINING ROOM; EQUIPMENT USE AND OWNERSHIP; GENERAL USE OF ETC/TRAINING ROOM:

A. The Parties to this Agreement concur that the Training Room and related Facility shall be maintained by the County.

B. Both entities, and their designees, shall have keys to Training Room, kitchen, and Facility. A list of key holders shall be provided to both Parties.

- C. The County shall own and maintain the IT/AV equipment in the Training Room.
- D. All Parties agree that only trained County Staff shall operate the IT/AV equipment in the Training Room.
- E. The ten (10) minute parking spot on the side of the Facility will be reserved for citizen convenience.
- F. The County Administrator must authorize any change to the Facility, such as placing items on the walls or renovations/upgrades of any kind.
- E. The Board will hold their Work Sessions on the third (3rd) Tuesday of each month in the Training Room at 4:30 PM, and other Committee Meetings as determined by the Board and the County Administrator.
- G. The Parties shall have use and access to/of the kitchen in the Facility. Each Party shall be responsible for cleaning the kitchen after each use.

IV. GOVERNING LAW, VENUE, MEDIATION, AND LEGAL FEES/COSTS:

A. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

B. VENUE: If legal action by either party is necessary for or with respect to the enforcement of any or all the terms and conditions hereof, then exclusive venue therefore shall lie in the County.

C. MEDIATION: Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by either Party against the other Party relating to this Agreement. Before the remedies provided for in this Section may be exercised by either Party, such Party shall give written notice to the other Party that such Party believes that an event of default or impasse under this Agreement may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Party will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.

1. If the Parties are unable to resolve the dispute through the above- process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties, to the controversy and conduct mediation at a location to be agreed upon by the Parties or absent agreement, by the mediator. Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this Agreement, response, and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written

recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days. Should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the Mediator and the mediation shall be shared equally by the Parties to the dispute.


2. Notwithstanding the preceding paragraphs, the Parties reserve the right to file suit or pursue litigation. The Parties consent to selection of a mediator by any Court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.

D. LEGAL FEES/COSTS: At all times under this Agreement, each Party shall be responsible for its own legal fees and costs.

V. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

Witness the following signatures and seals:


Chairman, Pittsylvania County Board of Supervisors 04/23/2021
Date

Chairman, Pittsylvania County Electoral Board Date


County Administrator 04/23/21
Date