

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
FAIRFAX COUNTY BOARD OF SUPERVISORS AND THE TOWN OF CLIFTON**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____ 2017, by the FAIRFAX COUNTY BOARD OF SUPERVISORS (“County”) and the TOWN OF CLIFTON (“Town”) located within the County of Fairfax. The County and the Town are referred to herein as “the Parties” to this MOU.

On April 5, 2016, the Parties entered into a Memorandum of Understanding (“2016 MOU”) pursuant to the authority then conferred by Virginia Code Ann. § 46.2-752(M) that permitted the County Department of Tax Administration (DTA) to collect current, non-delinquent license fees for the Town.

The County currently assesses, bills and collects vehicle personal property taxes from the residents of the Town of Clifton. Pursuant to the 2016 MOU, the County currently~~The Town of Clifton~~ bills and collects current, non-delinquent vehicle license fees from the Town residents.

___The parties desire to enter into this MOU pursuant to the authority conferred by the 2017 amendments to Virginia Code Ann. §46.2-752(M), to effect this MOU, upon approval of both governing bodies, permitting the County ~~Department of Tax Administration (DTA)~~ to collect ~~current,both~~ non-delinquent and delinquent license fees for the Town.

The parties agree as follows:

COLLECTION OF NON-DELINQUENT AND DELINQUENT LICENSE FEES

___ Upon full execution of this ~~agreement-MOU~~ by the parties, and upon compliance with the terms hereinafter stated, the County agrees to accept accounts submitted by the Town for collection and shall account for and pay over such amounts to the Town in the same manner as provided by law.

EFFECTIVE DATE AND~~The parties agree as follows:~~**TERMINATION OF 2016 MOU**

Upon full execution of this MOU by the Parties, the 2016 MOU will be terminated and replaced by this MOU.

AMENDMENT OF CLIFTON TOWN CODE

The Town ~~agrees to draft and bring before the Clifton Town Council an ordinance to amend~~ Article 7

Formatted: Font: 11 pt

Formatted: Centered, Indent: First line: 0"

Formatted: Font: 11 pt, Bold, Underline

Formatted: Centered

Formatted: Font: 11 pt

of the Clifton Town Code regarding Vehicle Licenses on May 4, 2016 to conform to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses. The Town shall ensure that Article 7 of the Clifton Town Code regarding Vehicle licenses conforms to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses for the duration of this MOU. If ~~Unless and until the Clifton Town Council amends Article 7 of the Clifton Town Code regarding Vehicle Licenses to conform to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses in a timely manner sufficient to permit the County to perform its obligations under this MOU for the tax year effective as of the date of amendment, then the County's obligations under this MOU shall not accrue until the next tax year.~~ at any time during this MOU, then the County shall have no obligations under this MOU. ~~If the Clifton Town Council does not amend Article 7 of the Clifton Town Code regarding Vehicle Licenses to conform to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses in a timely manner sufficient to permit the County to perform its obligations under this MOU for the tax year effective as of the date of amendment, then the County's obligations under this MOU shall not accrue until the next tax year.~~

COOPERATION BETWEEN THE PARTIES

The parties each agree that they will cooperate to achieve the intent of this MOU and in the provision and exchange of information. The Town agrees to timely -provide all information and documents requested by the Director of DTA, or his designee, that the Director of DTA deems necessary to comply with the provisions of this MOU. If the Town fails to timely provide all such requested information and documents, then the County shall have no obligations under this MOU for the applicable tax year; -provided, however, that within ten (10) days of the discovery of the absence of any requested information, the Director of DTA shall notify the Town of the missing information and documents necessary for the County to perform its obligations. If the Town fails to provide the missing information and documents after such notification in a timely manner sufficient to permit the County to perform its obligations under this MOU, then the County shall have no obligation to perform its obligations for the applicable tax year.

REIMBURSEMENT OF EXPENSES

The Director of DTA will provide the Town with a written estimate of expenses to be incurred, if any, in performance of its obligations under the MOU. The Town shall notify the Director of DTA in writing within 10 business days of receipt of said notice of whether the Town agrees to pay such

anticipated expenses. If the Town agrees to pay the anticipated expenses, then the County will perform its obligations under this MOU. If the Town declines to pay the anticipated expenses, or fails to provide written notice of acceptance within the time period set forth above, then the County shall have no further obligations under this MOU for the applicable tax year.

CONTACT PERSON(S)

For purposes of communication between the County and the Town with regard to the administration of this MOU, the respective contact persons are as follows:

Town of Clifton Contact: Amanda Christman, Town Clerk

Mailing Address: P.O.Box 309

City: Clifton State: Virginia Zip: 20124

Telephone Number: 202-415-0377 Fax Number:

Email Address: cliftonclerkva@gmail.com

Fairfax County Contact: Director of Tax Administration (Jay Doshi)

Mailing Address: _____

City: _____ State _____ Zip _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

TERMINATION

This MOU may be terminated by the governing body of either the County of Fairfax or the Town of Clifton upon written notice to the other party, which shall be effective when the non-terminating party actually receives the written notice of termination, subject to the qualifying provisions set forth in the remainder of this paragraph. If written notice of termination is received during the tax year, the Director of DTA, in consultation with the Town’s Director of Finance, shall be responsible for

Agreement – Municipal Page 3

determining whether there is sufficient time to change the billing process in the current tax year, or whether the MOU termination becomes effective in the following tax year.

Board of Supervisors of Fairfax County,
Virginia

By _____
Jay Doshi, Director Department of
Tax Administration

Date _____

Attest:

Clerk of the Board

Approved as to form:

County Attorney

Town of Clifton, Virginia

By _____
William R. Hollaway, Mayor

Date _____

Attest:

Town Clerk

Approved as to form:

Town Attorney

