

**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 5 day of April 2016, 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.

The County currently assesses, bills and collects vehicle personal property taxes from the residents of the Town of Clifton. The Town of Clifton bills and collects vehicle license fees from the Town residents.

The parties desire to enter into this MOU pursuant to the authority conferred by 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, non-delinquent license fees for the Town. Upon execution of this 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.

The parties agree as follows:

AMENDMENT OF CLIFTON TOWN CODE

The Town agrees to draft and bring before the Clifton Town Council an ordinance to amend Chapter 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. Unless and until the Clifton Town Council amends Chapter 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 then the County shall have no obligations under this MOU. If the Clifton Town Council does not amend Chapter 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 (Kevin C. Greenlief)

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 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 
Kevin Greenlief, Director
Department of Tax Administration

Date 4-29-2016

Attest:


Clerk of the Board

Approved as to form:


Asa L. F. County Attorney

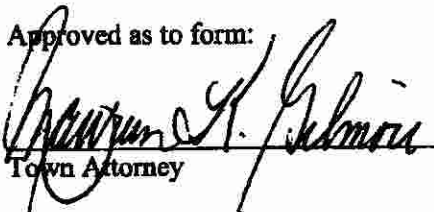
Town of Clifton, Virginia

By 
William R. Hollaway, Mayor

Date 4/24/2016

Attest:


Town Clerk

Approved as to form:

Town Attorney