

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**RESOLUTION 12 - 08**

**AUTHORIZING THE NVTA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NVTC TO PROVIDE SHORT-TERM ACCOUNTING SUPPORT TO TRACK TAXES AND FEES**

**WHEREAS**, the Northern Virginia Transportation Authority (NVTA) has adopted some or all of the seven regional taxes and fees detailed in NVTA Resolutions 01-08A, 01-08B, 01-08C, 01-08D, 01-08E, 01-08F, and 01-08G; and,

**WHEREAS**, the NVTA is in need of short-term support to track and account for the collection, deposit and reconciliation of all such taxes and fees; and,


**WHEREAS**, the Northern Virginia Transportation Commission (NVTC) is willing and able to provide the necessary accounting support.

**NOW, THEREFORE, BE IT RESOLVED BY NVTA THAT:**

The NVTA authorizes its Chairman to sign a Memorandum of Understanding as recommended by the Financial Working Group and the Council of Counsels, entering into an agreement with the NVTC to provide short-term accounting support to the NVTA.

Adopted by the Northern Virginia Transportation Authority, on this 12<sup>th</sup> day of July, 2007.

BY   
Chairman

Attest   
Vice Chairman

**Memorandum of Understanding (MOU)  
Administration of HB 3202 (Chapter 896, Acts of Assembly)**

**Agreement Between the Northern Virginia Transportation Authority and the  
Northern Virginia Transportation Commission**

This agreement is made and entered into this \_\_\_\_\_ day of July, 2007 by and between the Northern Virginia Transportation Commission (hereinafter NVTC) and the Northern Virginia Transportation Authority (hereinafter NVTA).

**WHEREAS**, it is the intent of the NVTC to enter into an agreement with the NVTA to ensure the effective administration of the taxes and fees NVTA has been authorized to impose pursuant to HB 3202 (Chapter 896, Acts of Assembly); and,

**WHEREAS**, the NVTA is in need of short-term support to track and account for all taxes and fees that it may impose; and,

**WHEREAS**, this agreement between the NVTC and the NVTA is made pursuant to the 13<sup>th</sup> enactment clause of HB 3202, to wit certain state agencies “and other appropriate entities shall develop guidelines, policies, and procedures for the efficient and effective collection and administration of the fees and taxes authorized by this act for use by the Authority;” and,

**NOW, THEREFORE, WITNESSETH THIS AGREEMENT:**

1. THE terms of this agreement shall commence upon the signature of the Executive Director for the NVTC and the Chairman of the NVTA, following the formal adoption by the NVTA of any taxes and fees authorized by HB 3202. The terms of this agreement shall continue in force for the duration of the enabling authority granted under HB 3202, and as long as any taxes and fees remain in force per resolution of the NVTA. Furthermore, if the imposition of such taxes and fees subsequently ends, for any reason, the NVTC will continue to provide services under the terms of this agreement until such time as all revenue still in the process of being collected is properly deposited and accounted for.

2. NVTC agrees that it will provide accounting functions to track all taxes and fees that are collected on behalf of the NVTA. Specifically, pursuant to the provisions of Memorandums of Understanding that may be entered into by the NVTA, the NVTC agrees that it will receive bank deposit information from funds that are deposited into NVTA bank accounts and will receive associated report information directly from the NVTA collection agents. NVTC further agrees that it will enter the financial data into its financial computer system and will reconcile on a monthly basis the receipts so deposited, to the reports from the collection agents.

3. IN accounting for this information, the NVTC will set up a separate set of accounting records for the NVTA operations and treat the NVTA as a unique business, separate and distinct from NVTC funds and operations within the NVTC financial system. The NVTC agrees to provide full access to NVTA representatives or designees of all NVTA financial records.

4. NVTC agrees to provide NVTA with a monthly summary that shows the revenues received and the balance in each account. NVTC understands and agrees that all revenues must be accounted for based on the locality to which the tax or fee is attributable. NVTC further agrees that if any monthly receipts do not balance with collection reports, NVTC will immediately contact the bank and the appropriate collection agents for further review and reconciliation. NVTC will also promptly notify the designated NVTA representative of any discrepancy.

5. PURSUANT to its normal business procedures, NVTC will maintain hard copy and off-site backups of all NVTA data in its financial system.

6. NVTC shall maintain original deposit information and collection agent reports to be reviewed as part of a year-end audit, and/or for audit purposes upon such time as NVTA accounting operations may be transitioned elsewhere. The cost of the annual audit will be at the NVTA's expense.

7. THE NVTC anticipates and agrees to provide the short-term accounting services to the NVTA using existing resources within the NVTC's adopted budget at no additional cost to the NVTA. However, additional temporary services may be procured by NVTC, upon advance notice and written consent of the NVTA, if necessary to assist with the performance of agreed upon services. The cost of additional temporary services will be at the NVTA's expense.

8. THIS agreement may be cancelled by either party upon written notice with at least three months advance notice. Such advance notice may be shortened or waived upon mutual written consent of the parties hereto. This agreement may also be amended upon mutual written consent of the parties hereto.

Signed and agreed to this \_\_\_\_\_ day of July, 2007

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**Richard K. Taube**  
Executive Director, NVTC

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**The Honorable Christopher Zimmerman**  
Chairman, NVTA