VIRGINIA: IN THE CIRCUIT COURT OF GLOUCESTER COUNTY

In re: **DEFERRED, MODIFIED DEFERRED, OR INSTALLMENT PAYMENT AGREEMENTS**

ORDER

Pursuant to Virginia Code §§ 19.2-354 & 19.2-354.1 and Rule 1:24 of the Rules of the Virginia Supreme Court, the Court authorizes the Clerk of the Circuit Court of Gloucester County to establish and approve the conditions of all deferred, modified deferred, or installment payment agreements, pursuant to following guidelines:

1. Applicability

Whenever (i) a defendant, convicted of a traffic infraction or a violation of any criminal law of the Commonwealth or of any political subdivision thereof, or found not innocent in the case of a juvenile, is sentenced to pay a fine, restitution, forfeiture or penalty and (ii) the defendant is unable to make payment of the fine, restitution, forfeiture, or penalty and costs within 30 days of sentencing, the defendant shall pay such fine, restitution, forfeiture or penalty and any costs which the defendant may be required to pay in deferred payments or installments.

2. Payment agreements and schedules

It is the goal of the Court to see that fines, costs, and restitution are paid within a reasonable amount of time. Subject to the guidelines below, the defendant may establish a deferred payment agreement, a modified deferred payment agreement, or an installment payment agreement.

A. Definitions

i. ***Deferred payment agreement.*** "Deferred payment agreement" means an agreement in which no installment payments are required and the defendant agrees to pay the full amount owed at the end of the agreement's stated term.

ii. ***Modified deferred payment agreement.*** "Modified deferred payment agreement" means a deferred payment agreement in which the defendant also agrees to use best efforts to make monthly or other periodic payments.

iii. ***Installment payment agreement.*** "Installment payment agreement" means an agreement in which the defendant agrees to make monthly or other periodic payments until the amounts owed are paid in full.

B. Deferred payment agreement

When a defendant has not previously entered into a deferred, modified deferred, or installment payment agreement for an outstanding balance ordered to be paid to the Court, the defendant may enter into a deferred payment agreement and will be allowed 6 to 9 months to pay the outstanding balance in full. Should the defendant fail to pay the outstanding balance as agreed, any subsequent agreement shall comply with Paragraph 2.D.ii. below.

C. Modified deferred payment agreement

When a defendant has not previously entered into a deferred, modified deferred, or installment payment agreement for an outstanding balance ordered to be paid to the Court, the defendant may enter into a modified deferred payment agreement and will be allowed 9 to 12 months to pay the outstanding balance in full. Should the defendant fail to pay the outstanding balance as agreed, any subsequent agreement shall comply with Paragraph 2.D.ii. below.

D. Installment payment agreement

i. ***Initial installment payment agreement.*** When a defendant has not previously entered into a deferred, modified deferred, or installment payment agreement for an outstanding balance ordered to be paid to the Court, the installment payment schedule shall be as follows:

Amount Owed	Monthly Payment
Less than $1,000.00	$25.00 - $50.00
$1,000.00 - $1,999.00	$50.00 - $100.00
$2,000.00 – and up	$100.00 - $200.00

No down payment is required. The monthly payment remains the same until the balance is paid in full, or unless modified pursuant to Paragraph 3 below.

ii. ***Subsequent installment payment agreement.*** When a defendant has previously defaulted on a deferred, modified deferred, or installment payment agreement for the outstanding balance owed to the Court, the defendant will be required to make a down payment as follows:

Amount Owed	Down Payment
$500.00 or less	10%
$500.01 – and up	greater of 5% or $50.00

Once the down payment is made, the payment schedule shall comply with Paragraph 2.D.i. above.

E. Determining schedule and amounts

In determining the length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of the payments, the Clerk shall take into account the defendant's financial resources and obligations, including any fines and costs owed by the defendant in other courts.

3. Modifying existing payment agreement

At any time during the duration of a payment agreement, the defendant may request a modification of the agreement in writing on Form DC-211, PETITION FOR PAYMENT AGREEMENT FOR FINES AND COSTS OR REQUEST TO MODIFY EXISTING AGREEMENT, and the Clerk may grant such modification based on a good faith showing of need.

4. Alternate payment schedule

In the rare or unusual case where there are extenuating circumstances, a defendant may petition the Court to establish an alternate payment schedule. Any alternate payment schedule is subject to the approval of the Court.

5. Combined payment agreements

All amounts that a defendant owes for all cases with outstanding balances may be incorporated into one payment agreement, unless otherwise ordered by the Court in specific cases.

However, a payment agreement shall include only those outstanding amounts for which the limitations period set forth in Virginia Code § 19.2-341 has not run.

6. Priority of payments

Any money collected pursuant to the payment agreement shall be used first to satisfy outstanding restitution and any collection costs associated with restitution prior to being used to satisfy any other fine, forfeiture, penalty, or cost owed.

7. Community service

A. Fines and costs. The defendant may discharge all or part of the fine or costs by earning credits for the performance of community service work before or after imprisonment.

B. Restitution. Community service is not authorized to discharge restitution.

C. Supervision of community service.

i. ***Supervised Probation or Parole.*** While a defendant is on supervised probation or parole, the probation or parole officer shall approve and monitor the community service.

ii. ***Local Community-based Probation.*** While a defendant is on local community-based probation, the local probation officer shall approve and monitor the community service.

iii. ***Not on active probation.*** When a defendant is not being supervised by a probation agency, the defendant may perform community service for any nonprofit organization or governmental agency. In order to be accepted and credited, the defendant must submit paperwork documenting the number of hours performed and the dates those hours were performed; together with a letter, on the agency's letterhead with an original signature of the person supervising the community service, verifying that the community service listed was actually performed and the defendant received no compensation for that community service. The Clerk may refuse to credit any community service performed that does not include this proof and verification.

D. Rate credits are earned. Unless a higher rate is set by the supervising agency in Paragraph 7.C. above, the defendant shall earn credit for community service in an amount equal to the federal minimum wage per hour of community service performed.

8. Address change

A defendant who enters into an installment or deferred payment agreement shall promptly inform the court of any change of mailing address during the term of the agreement.

9. Good behavior

Pursuant to Virginia Code § 19.2-357, a defendant who enters into an installment or deferred payment agreement shall be of peace and good behavior until the fine and costs are paid.

10. Default

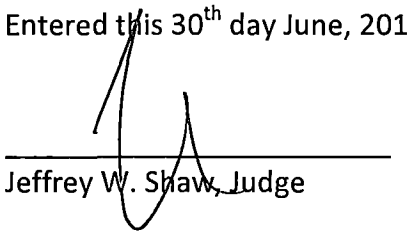
A defendant who fails to pay as ordered may be fined or imprisoned pursuant to Virginia Code § 19.2-358 and his privilege to operate a motor vehicle will be suspended pursuant to Virginia Code § 46.2-395.

11. Effective date

This Order shall take effect on July 1, 2017.

The Clerk is DIRECTED to post this Order in the clerk's office and on the court's website, if a website is available.

Entered this 30th day June, 2017.



Jeffrey W. Shaw, Judge