

**VIRGINIA: IN THE GENERAL DISTRICT COURT FOR THE
COUNTY OF KING GEORGE**

**STANDING ORDER REGARDING PAYMENT AGREEMENTS FOR
FINES AND COSTS IN TRAFFIC AND CRIMINAL CASES**

It appearing to the Court that there is a need for uniform practices regarding payment agreements in traffic and criminal cases, it is therefore,

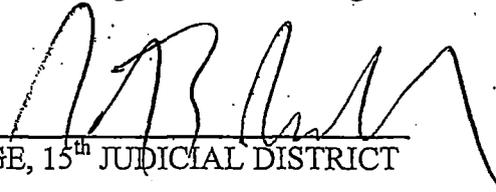
ORDERED, pursuant to Rule 1:24 of the Supreme Court of Virginia that the following rules shall apply to all payment agreements:

1. All fines, court costs, forfeitures, penalties and/or restitution (herein collectively referred to as "fines and costs") are due and payable in full on the day of court. A defendant who is unable to pay all fines and costs on the day of court shall sign a Form DC-210 (Acknowledgment Of Suspension Or Revocation Of Driver's License) in which the defendant acknowledges that the defendant's driver's license shall be suspended if fines and costs are not paid in full within 30 days of trial.
2. If a defendant is unable to pay in full all fines and costs within 30 days of trial, the defendant may apply at the Clerk's Office to enter into one of the following payment agreements:
 - a. Installment Payment Agreement: Fixed monthly or other periodic payments shall be made until the fines and costs are paid in full. If the total fines and costs are less than \$500, a down payment of 10% of the total shall be made at the time of entry into the agreement. If the total is more than \$500, a down payment of 5% of the total or \$50, whichever is greater, shall be made at the time of entry into the agreement.
 - b. Deferred Payment Agreement: Payment of the full amount of the fines and costs at the end of the agreement's term and no installment payments are required. A down payment must be made at the time of entry into the agreement in the amount set forth in Paragraph 2.a. above.
 - c. Modified Deferred Payment Agreement: Payment of monthly or other periodic payments in an amount determined by the defendant be made until the fines and costs are paid in full provided that the fines and costs must be paid in full no later than the end of the agreement's term. A down payment must be made at the time of entry into the agreement in the amount set forth in Paragraph 2.a. above. If a defendant is incarcerated, the agreement may provide for an initial period during which no payments are required during the period of incarceration.
3. All fines and costs which a defendant owes for all cases in a single court may be incorporated into one payment agreement unless otherwise ordered by the court in specific cases. In determining the amount and length of time to pay under a payment agreement, the Court shall consider the defendant's financial resources and obligations including any fines and

costs a defendant owes in any other courts. The defendant shall be required to provide information as to financial resources and obligations so that the Court may make a determination as to the defendant's ability to pay. The Court may require the defendant to provide a DMV compliance summary of other courts in which the defendant owes fines and costs.

4. When available, a defendant may request that the Court authorize community service in lieu of payments of fines and/or costs. Community service is not authorized for payment of restitution. Each hour of community service shall be deemed payment in the amount of one hour's current minimum wage. The Court shall set the minimum hours of community service which must be performed each month. Community service must be supervised by a local non-profit organization and written verification of hours worked must be provided by the supervising authority to the Court.
5. At any time during the duration of the agreement, a defendant may request a modification of the agreement, which request shall be granted based on a good faith showing of need.
6. So long as a defendant is current on payments under a payment agreement, the defendant's driver's license shall not be suspended. However, the payment agreement will be considered in default if a weekly, monthly or other periodic payment is more than 10 days past due. Thereupon, the payment agreement will be terminated, all deferred interest will be added back to the account(s) and DMV will be notified to re-suspend the defendant's driving privileges. Defendants may also be subject to wage garnishment or other collection action to recover the outstanding balance of fines and costs. Subsequent to a default, the Court may allow a defendant to enter into another payment agreement provided that a down payment in the amount set forth in Paragraph 2.a. above is paid at the time of entry into the subsequent payment agreement.
7. The Court delegates to the Clerks in King George County Combined District Court the authority to enter into individual payment agreements in accordance with this Order. Further, the Clerk and Deputy Clerks in their discretion may waive all or part of the down payment requirement set forth in Paragraph 2 based on their review of the defendant's financial resources and obligations.
8. 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.

ENTERED, this 1st day of July, 2017:



JUDGE, 15th JUDICIAL DISTRICT

**VIRGINIA: IN THE GENERAL DISTRICT COURT & THE
JUVENILE AND DOMESTIC RELATIONS COURT FOR THE
COUNTY OF KING GEORGE**

**STANDING ORDER REGARDING COMMUNITY SERVICE WORK
PROGRAM FOR PAYMENT OF FINES AND COSTS IN TRAFFIC AND
CRIMINAL CASES.**

It appearing to the Court that pursuant to §19.2-354(C) that a Community Service Work Program needs to be established.

The King George General District Court and Juvenile and Domestic Relations Court have established the following Community Service Work Program and may provide an option to any person upon whom a fine and costs have been imposed to discharge all or part of the fine or costs by earning credits for the performance of community service work before or after imprisonment.

A defendant may request that the Court authorize community service in lieu of payment of fines and/or costs. Community service is not authorized for payment of restitution. Each hour of community service shall be deemed payment in the amount of one hour's current minimum wage. **A minimum of five (5) hours of community service must be performed each month.** Community service must be supervised by a local non-profit organization and written verification of hours worked must be provided by the supervising authority to the Court.

DEFINITION OF COMMUNITY SERVICE

Unpaid work that is beneficial to the community.

DEFINITION OF NON-PROFIT ORGANIZATION

An organization that is not run for profit; not operated with the objective of making money.

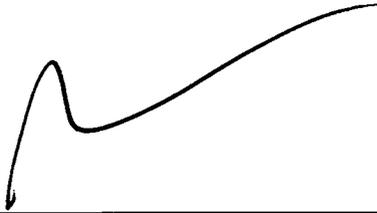
When you are granted the opportunity by this Court to perform Community Service Work, in lieu of fines and costs, it is to be done for a **NON-PROFIT ORGANIZATION.** Examples of non-profit organizations are:

Salvation Army
Good Will
Religious Organizations – Churches
Red Cross
Fire Departments
Rescue Squads

It is not acceptable as Community Service Work if you perform unpaid work for businesses for profit such as restaurants, hair salons, department stores, grocery stores, landscaping businesses, etc.

When you have completed the assigned number of hours, the non-profit organization for which you performed the community service must write a letter to this Court, on their company letterhead confirming the dates, times, and how many hours you worked. The mailing address for the Court is P.O. Box 279, King George, VA 22485. The physical address for the Court is 9483 Kings Highway, King George, VA 22485.

ENTERED, this 2nd day of July 2018.



JUDGE, 15TH JUDICIAL DISTRICT

