PAYMENT AGREEMENT FOR COLLECTION OF FINES AND COSTS

This policy for Payment Agreements for collection of fines in the General District Court of the 25th Judicial District shall become effective January 1, 2020 and shall replace any and all previous agreements for Payment Plans in the 25th Judicial District regarding General District Courts.

"Fines & Costs" shall mean all fines, court costs, forfeitures and penalties assessed in all cases by this court against a defendant for the commission of crimes or traffic offenses. Additionally, "fines & costs" shall include restitution unless the court orders a separate payment schedule for restitution. "Fines & Costs" shall not include replacement values assessed by the court under Virginia Code Section 29.1-551. Any defendant who is unable to pay in full the fines and costs for a particular offense within 30 days of conviction, or for any other disposition authorized by law, shall be offered the opportunity to enter into an Installment Plan Agreement, Deferred Payment Agreement, or Deferred Modified Agreement (collectively referred to as "Payment Agreement") to pay fines and costs.

The Clerk and the Deputy Clerk(s) shall be authorized to approve entry by a defendant into a Payment Plan for fines and costs.

INSTALLMENT PAYMENT AGREEMENT OPTION

An installment agreement is an agreement in which the defendant agrees to make monthly or other periodic payments until all fines and costs are paid in full. When a defendant enters into an installment payment agreement for payment of fines and costs, the defendant shall be required to make monthly payments, amount assessed at time of agreement, until the account is paid in full. If the defendant is not able to pay the monthly payment, the defendant may petition the Court for a payment reduction with good cause. If an extension is required, it must be approved by the Court.

DEFERRED AND MODIFIED DEFERRED PAYMENT AGREEMENT OPTION

A deferred payment agreement is an agreement in which the defendant agrees to pay the full amount of the fines and costs at the end of the agreement's stated term and no installment payments are required.

A modified deferred agreement is a deferred payment agreement where defendant makes best efforts to make monthly or other periodic payments.

With Deferred or Modified Deferred Agreement, defendant must make payment in full within 6 months to 12 months, according to the assessment at preparation of agreement by the Clerk or the Deputy Clerk. In the event the defendant is unable to make full payment in accordance

with the provisions of the plan, the defendant shall notify the Clerk in writing, prior to the due date of the agreement and request an extension.

COMMUNITY SERVICE

A defendant shall be permitted to discharge all, or part of the fines and costs owed by performance of community service. Each defendant approved by the court for community service shall perform the community service at a nonprofit entity and shall have the supervising authority sign documentation to support work being performed. It shall be the defendants responsibility to provide the required documentation to the court. Any portion of the community service completed should be credited to the defendant's obligations. Community service shall not be credited against any amount owed for restitution, the interest which has accrued on restitution, or any collection fee required.

The rate of credit for community service hours performed shall be seven dollars and fifty cents ($7.50) per hour. A minimum of 15 hours of community service shall be required monthly, unless for good cause shown, the court sets a lesser amount required. The Clerk of Court may grant a one-time extension, not to exceed 6 months for completion of community service, provided the request is made in writing and received by the Clerk prior to the due date for completion of community service.

MODIFICATION OF AGREEMENT

Modification request may be submitted to Clerk in writing any time during the duration of Payment Agreement and the Court may grant such modification based on need.

TIMELINESS OF PAYMENTS/DEFAULT

Any payment received within 10 days of due date is considered timely made. Default is defined as failure to pay according to agreement or failure to perform community service in accordance with the agreement. When defendant defaults, Clerk shall remove the defendant from the payment agreement and the defendant is subject to a show cause for failure to either pay or keep their agreement.

DATE: 2/24/20

ENTERED: William H. Cleaveland

Judge William H. Cleaveland