

The City of Alexandria General District Court deferred or installment payment guidelines and community service terms and conditions to discharge fines and costs due as of July 1, 2018, are as follows:

Whenever a defendant is sentenced to pay a fine, restitution, forfeiture or penalty and the defendant is unable to make payment of the fine, restitution, forfeiture, or penalty and court costs in full within 30 days of conviction, or other disposition authorized by law, the defendant shall have the opportunity to enter into a deferred payment agreement¹, a modified deferred payment agreement² or an installment payment agreement³ to pay those fines and costs. A payment agreement shall not be denied solely because (i) the defendant previously defaulted under the terms of a payment agreement, (ii) the fines and costs have been referred for collection pursuant to Virginia Code Section 19.2-349, (iii) a defendant has not established a payment history, (iv) of the category of offense for which the defendant was convicted or found not innocent, (v) the defendant is eligible for a restricted license under subsection E of Virginia Code Section 46.2-395, or (vi) of the total amount of all fines and costs. The City of Alexandria General District Court authorizes its clerk to enter into a deferred, modified deferred, or installment payment agreement with the defendant.

All fines and costs that a defendant owes for all cases in this court may be incorporated into one payment agreement, unless otherwise ordered by the court in specific cases. A payment agreement shall include only those outstanding fines and costs for which the limitations period set forth in Virginia Code Section 19.2-341 has not run.

In determining the amount and length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of the payments, this court shall take into account the defendant's financial resources and obligations, including any fines and costs the defendant owes in other courts. In assessing the defendant's ability to pay, this court shall use a written financial statement, on a form developed by the Executive Secretary of the Supreme Court, setting forth the defendant's financial resources and obligations or conduct an oral examination of the defendant to determine his financial resources and obligations. The length of a payment agreement and the amount of the payments shall not be based solely on the amount of fines and costs and shall be reasonable in light of the defendant's financial resources and obligations.

¹ A "deferred payment agreement" is an agreement in which the defendant agrees to pay the full amount owed at the end of its stated term and no installment payments are required.

² A "modified deferred payment agreement" is a deferred payment agreement in which the defendant also agrees to use best efforts to make monthly or other periodic payments.

³ An "installment payment agreement" is an agreement in which the defendant agrees to make monthly or other periodic payments until paid in full.

A down payment may be required to enter into a payment agreement in a minimal amount to demonstrate the defendant's commitment to paying the fines and costs. In the case of an installment payment agreement, if the fines and costs owed are \$500 or less, the required down payment may not exceed 10% of such amount owed or, if the fines and costs owed are more than \$500, the required down payment may not exceed 5% of such amount owed or \$50, whichever is greater. A defendant may choose to make a larger down payment.

Community service work is an option to defray fines and costs. Any portion of the community service completed will be credited to the defendant's obligations at a rate of \$15.00 per hour. Contact Volunteer Alexandria (703-836-2176) for an appointment to be referred for community service work. It will provide a letter for the court upon completion of the community service hours. The Clerk of the Alexandria General District Court has a referral form to take to your appointment. Community service will not be credited against any amount owed as restitution, the interest which has accrued on restitution, and any collection fee required.

At any time during the duration of a payment agreement, a defendant may request a modification of the agreement in writing on a form provided by the Executive Secretary of the Supreme Court, and the court may grant such modification based on a good faith showing of need.

Any payment which is received within 10 days of the date due is considered timely made.

This court offers a payment agreement combining an appropriate initial period during which no payment of fines and costs is required, followed by a period of installment payments. Such a combined payment agreement may be appropriate when the defendant is incarcerated but should not be limited only to these circumstances.

This court shall consider a request by a defendant who has defaulted on a payment agreement to enter into a subsequent payment agreement. In determining whether to approve the request for a subsequent payment agreement, this court shall consider any change in the defendant's circumstances.

When a defendant enters into a subsequent payment agreement, this court shall not require a defendant to establish a payment history on the subsequent payment agreement before restoring the defendant's driver's license. This court requires a down payment to enter into a subsequent payment agreement. If the fines and costs owed are \$500 or less, the required down payment shall not exceed 10 percent of such amount or, if the fines and costs owed are more than \$500, the required down payment shall not exceed five percent of such amount or \$50, whichever is greater.

Pursuant to Virginia Code Section 19.2-354, if the defendant is unable to make payments within 90 days of sentencing, the court may assess a one-time fee not to exceed \$10 to cover the costs of management of the defendant's account until such account is paid in full.