

IN THE GENERAL DISTRICT COURTS OF THE 23rd JUDICIAL DISTRICT

Deferred Payment Agreement or Installment Payment Agreement or Modified Deferred Payment Agreement Plans

Purpose of this Notice: To publicize the conditions and requirements of participation in one of three agreements to pay fines and courts costs owed to the General District Courts in the 23rd Judicial District: Deferred Payment Agreement or Installment Payment Agreement or Modified Deferred Payment Agreement (Payment Agreement).

Eligibility: Anyone who has been convicted of a criminal offense or a traffic infraction after July 1, 2021 and is unable to pay in full within 90 days of conviction the fine and court costs.

1. **DEFERRED PAYMENT AGREEMENT:** A Payment Agreement that allows for the payment of a fine and court costs in installments over a period of time.

B. **DEFERRED PAYMENT AGREEMENT:** A Payment Agreement that allows for the payment of a fine and court costs in installments over a period of time. The Payment Agreement shall be approved by the Clerk of the Court and the Clerk of the Court shall maintain the Clerk's Office in person and require in writing an extension of the Payment Agreement of the Payment Agreement.

C. **CONSEQUENCES OF FAILURE TO PARTICIPATE:**

- (i) Clerk shall remove the Defendant from the Payment Agreement without a judicial hearing;
- (ii) Clerk shall notify the State Department of Transportation and/or the designated collection agency of this default; 30 days after the default;
- (iii) Clerk shall require subsequent payments if made after default and apply payments to the amount due.

D. **Waiver of Costs:** If Defendant is unable to make payment in full within 30 days of conviction, then the Court may assess a court cost reimbursement fee of \$3.00.

E. **Single Court:** All Court costs shall be paid by a Defendant in a single court cost fee. The Defendant shall be notified of the Payment Agreement, which shall be approved by the Court in writing. A Payment Agreement shall include any Court costs and shall be paid within the time period of the Court's order. The Court shall not accept any other form of payment.

F. Subsequent Payment Agreement: If the Defendant defaults on the Payment

Agreement and wishes to participate in a new Payment Agreement with Defendant, it

may do so by completing the Subsequent Payment Agreement and returning it to the

Defendant's attorney, who will forward it to the Plaintiff's attorney. The Subsequent

Payment Agreement must be completed and returned to the Defendant's attorney

within 10 days of the date of the Defendant's default on the Payment Agreement.

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