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## **PAYMENT AGREEMENT FOR COLLECTION OF FINES AND COSTS**

This policy for Payment Agreements for Collection of Fines and Costs for the General District Courts of the 25<sup>th</sup> Judicial District shall become effective July 1, 2024 and shall replace any and all previous agreements for Payment Plans regarding the 25<sup>th</sup> Judicial District General District Courts.

"Fines & Costs" shall mean all fines, court costs, forfeitures and penalties assessed in all cases by a District 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 90 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/or 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, in the amount assessed at time of the 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 shown. If an extension is requested, 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 Payment Agreement" is a deferred payment agreement where defendant makes best efforts to make monthly or other periodic payments.

With Deferred or Modified Deferred Agreements, defendant must make payment in full within 6 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 performing 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 the work being performed. The defendant shall provide this documentation to the court. Any portion of the community service completed shall be credited to the defendant's obligations. Community service shall not be credited, however, 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 equal to the state minimum wage. A minimum of 15 hours of community service shall be required monthly unless for good cause shown the court sets a lesser requirement. 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 requests may be submitted to the Clerk in writing any time during the duration of the Payment Agreement, and the Court may grant such modification based on need. A request for modification must be made before any default in payments.

### TIMELINESS OF PAYMENTS/DEFAULT

Any payment received within 10 days of the due date is considered timely made. Default is defined as failure to pay according to the agreement or failure to perform community service in accordance with the agreement. When the defendant defaults, the clerk shall remove the defendant from the payment agreement. However, upon default, an individual may petition the court for a subsequent payment agreement. The court may grant the petition for a subsequent payment agreement upon receipt of a down payment that will be determined by the amount of the remaining balance.

\*\*In accordance with §§ 19.2-354 and 19.2-354.1 of the Code of Virginia, 1950, as amended, where the Court is informed that a defendant receives a Social Security benefit of Social Security Income, no payment towards fines and costs shall be taken from such exempt resource.

DATE: July 12, 2024

ENTERED: 

Christopher M. Billias, Chief Judge, 25<sup>th</sup> Judicial Circuit