

VIRGINIA: IN THE JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT FOR THE CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY

ORDER

Effective July 1, 2024, pursuant to the provisions of VA Code §19.2-354, §19.2-354.1, and §19.2-358 and Supreme Court Rule 1:24, this Court authorizes the Clerk to approve Payment Agreements in accordance with the following established guidelines approved by the Supreme Court of Virginia:

1. Fines and Costs include all fines, costs, forfeitures or restitution assessed;
2. Deferred Payment Agreement means you are agreeing to pay the full amount of fines and costs at the end of the agreement's stated terms and no installment payments are required;
3. Installment Payment Agreement means you are agreeing to make monthly payments until the fines and costs are paid in full;
4. Modified Deferred Agreement means you are agreeing to use best efforts to make monthly or other periodic payments, but your fines and costs are due in full at the end of the agreement's stated terms.

Deferred Payment Agreements:

- Deferred Payment Agreements are only available if the account is not past due.
- The DC-210 must be completed by the defendant in person at the Clerk's Office.*
- A one-time \$10.00 Time to Pay fee may be assessed upon entering into the agreement.
- The Clerk may approve the Deferred Payment Agreement for any dollar amount.
- Payment may be deferred for up to ninety (90) days (after the initial 90 day grace period).
- If, before the conclusion of the original Deferred Payment Agreement, more time is needed, any additional time shall be approved or ordered on a case by case basis, taking into consideration your financial status.
- A fee of 17% is assessed on all delinquent accounts, 91 days or older if a Deferred Payment Agreement has not been entered, and interest will accrue after 181 days.
- A 4% fee is charged if a credit or debit card is used to make a payment.
- Any returned check or debit/credit chargeback from the bank will cause the Deferred Payment Agreement to default.

Installment Payment Agreements:

- Installment Payment Agreements are available only if the account is past due.
- The DC-210 must be completed by the defendant in person at the Clerk's Office.*
- A one-time \$10.00 Time to Pay fee may be assessed upon entering into the agreement, unless it was collected on a previous agreement.
- The Clerk may approve the Installment Payment Agreement for any dollar amount and terms are set based on your financial status.
- Payments are due each month. If not paid within 10 days of the due date, the Installment Payment Agreement will default.
- A 4% fee is charged if a credit or debit card is used to make a payment.
- Any returned check or debit/credit chargeback from the bank will cause the Installment Payment Agreement to default.

Community Service in Lieu of Fines and Costs:


- Any person owing restitution, interest on restitution, Guardian ad Litem fees or any collection fee is not eligible for community service.
- Community service in lieu of fines and costs is available and will be completed through Colonial Community Corrections (adults) or Juvenile Services (juveniles). You will need to report immediately to Colonial Community Corrections or Juvenile Services in order to set the terms and conditions of the community service.
- Upon completion of community service, written verification must be received from Colonial Community Corrections or Juvenile Services prior to your due date in order to credit your account.

Social Security Recipients:

- If your only financial resource is a social security benefit or supplemental security income, you are exempt from making payments until you have another resource or income.
- It is your responsibility to notify the Court of your income status in order to receive the exemption. You must fill out the necessary paperwork in the Clerk's Office so that your case will not be sent to collections.
- Restitution and Guardian ad Litem fees are not included in this exemption and are due as the Court has ordered.

YOU MAY REQUEST MODIFICATION TO YOUR PAYMENT AGREEMENT AT ANY TIME. THIS REQUEST MUST BE IN WRITING. IF YOU DEFAULT ON YOUR PAYMENT AGREEMENT, THE COURT WILL CONSIDER A REQUEST TO ENTER INTO A SUBSEQUENT PAYMENT AGREEMENT BASED ON A CHANGE IN CIRCUMSTANCES.

Entered: 07/01/24



Brian J. Smalls, Judge

DC-210 may be completed and returned by mail, however, it must be signed in front of a notary. Your Deferred/Installment Agreement does not begin until the completed, notarized DC-210 and payment, if applicable, is received by the Court.

NOTICE REGARDING COMMUNITY SERVICE IN LIEU OF PAYMENT OF FINES/COSTS

Community service may be completed in lieu of payment of fines and costs under the following terms and conditions:

- Community service will be completed through Colonial
- Community Corrections (adults) or Juvenile Services (juveniles).
- Credit is earned at the rate of \$7.50 per hour.
- After completing paperwork in the Clerk's Office, you will need to report immediately to Colonial Community Corrections or Juvenile Services in order to set the terms and conditions of the community service.
- Upon completion of community service, written verification must be received from Colonial Community Corrections or Juvenile Services prior to your due date in order to credit your account.
- Any person owing restitution, interest on restitution, Guardian ad Litem fees or any collection fee is *not* eligible for community service.
- Please contact the Clerk's Office if you are interested in this option.