

PAYMENT AGREEMENTS FOR COLLECTION OF FINES AND COSTS

This Policy for Payment Agreements for collection of fines and costs in the General District Courts of the 25th Judicial District shall become effective July 1, 2017, and shall replace all previous policies adopted for such Payment Plans or Agreements.

“Fines and costs” shall mean all the fines, court costs, forfeitures, and penalties assessed in all cases by a single court against a defendant for the commission of crimes or traffic infractions. Additionally, “fines and costs” shall include restitution unless the court orders a separate payment schedule for restitution. “Fines and 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 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 Deputy Clerks shall be authorized to approve entry by a defendant into an Initial Payment Agreement for payment of fines and costs. A one-time fee of Ten Dollars (\$10.00) shall be imposed to cover the costs of management of the defendant's Payment Agreement in the event fines and costs are not paid in full within 90 days. Any request by a defendant for entry into an Initial Payment Agreement more than 30 days after their conviction must be made in writing and shall be subject to the following down payment: (i) if the fines and costs owed are \$500 or less, the required down payment shall not exceed 10 percent of such amount, or (ii) 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. If requested by a defendant, the Clerk or Deputy Clerk will provide the defendant with a Form DC-30 to present to a DMV Office for license reinstatement purposes.

INSTALLMENT PAYMENT AGREEMENT OPTION

An “installment payment agreement” is an agreement in which the defendant agrees to make monthly or other periodic payments until the fines and costs are paid in full. When a defendant elects to enter into an Installment Payment Agreement for payment of fines and costs, the defendant shall be required to make monthly payments of at least Fifty Dollars (\$50.00) until the account is paid in full. In no event shall the due date for any monthly installment be extended unless approved by the court prior to the due date upon a showing of good cause.

In the event the defendant is not able to make monthly payments of at least Fifty Dollars (\$50.00), then the defendant may petition the court to reduce this amount. Upon good cause shown, the court may set a monthly payment amount which is less than Fifty Dollars (\$50.00).

DEFERRED & 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 in which the defendant also agrees to use best efforts to make monthly or other periodic payments. When a defendant elects to enter into a Deferred or Modified Deferred Payment Agreement for payment of fines and costs, the defendant shall be required to make full payment within six (6) months of the agreement date.

In the event a defendant is unable to make full payment in accordance with the provisions of the Deferred or Modified Deferred Payment Agreement, the Clerk of Court is authorized to grant a one time extension to the defendant not to exceed 180 days, provided the request for an extension is made in writing and received by the Clerk's Office prior to the due date for the payment. Any subsequent request for an extension of time to pay must be made in writing, received by the Clerk's Office prior to the due date for the payment, and approved by the court.

COMMUNITY SERVICE

A defendant shall be permitted to discharge all or part of the fines and and costs owed by performance of community service. Each defendant approved by the court for community service shall be referred to Blue Ridge Court Services (BRCS) or other local court community corrections program, VASAP, Sheriff's Office, or other supervising authority designated by the Court. Community service work shall be performed only at agencies approved by the supervising authority, which shall monitor the community service work being performed by the defendant and report to the court with respect to compliance. 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 as restitution, the interest which has accrued on restitution, and 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 the court for good cause shown sets a lesser amount of required monthly community service hours. The Clerk of Court may grant a one time extension not to exceed 6 months for completion of community service, provided the request for an extension is made in writing and received by the Clerk's Office prior to the due date for completion of community service.

MODIFICATION OF PAYMENT AGREEMENT

At any time during the duration of a Payment Agreement, a defendant may request a modification of the Payment Agreement in writing on a form provided by the Executive Secretary of the Supreme Court (Form DC-211), and the court may grant such modification based upon a good faith showing of need.

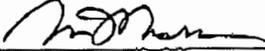
TIMELINESS OF PAYMENTS; DEFAULT

Any payment which is received within 10 days of the due date shall be considered timely made. Default shall be defined as the (i) failure to make any payment or to make timely payment within 10 days of the Payment Agreement's due date or (ii) failure to perform community service in accordance with the Payment Agreement. When a defendant defaults, the Clerk or Deputy Clerk shall immediately remove the defendant from the Payment Agreement and notify the Virginia Department of Motor Vehicles and the Virginia Department of Taxation of the default. A defendant who defaults shall be disqualified from participating in a Subsequent Payment Agreement for 90 days, and in order to enter into a Subsequent Payment Agreement shall be required to make the following down payment: (i) if the fines and costs owed are \$500 or less, the required down payment shall not exceed 10 percent of such amount, or (ii) 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. For good cause shown, the court may waive or shorten the disqualification period.

Additionally, failure to pay fines and costs may result in the issuance of a show cause summons or capias, and upon a finding of guilt, the court may impose up to 60 days in jail and/or a fine up to \$500 pursuant to Virginia Code Section 19.2-358.

DATE: June 28, 2017

ENTER:


Gordon F. Saunders, Chief Judge