



COMMONWEALTH of VIRGINIA

Elizabeth Kellas
Chief Judge

Kimberly Athey
Judge

James Drown
Judge

JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT COUNTY OF FREDERICK — CITY OF WINCHESTER

JUDICIAL CENTER
5 North Kent Street
Winchester, Virginia 22601
(540) 667-5770
(For TDD Users - Call VRC 1-800-828-1120)
FAX Number: (540) 723-8886

Lisa Eaton
Court Clerk

County of Frederick-City of Winchester Juvenile and Domestic Relations District Court **PAYMENT POLICY FOR FINES AND COSTS** §§19.2-349, 19.2-353.3, 19.2-354, 19.2-354.1, 19.2-358 (Effective July 1, 2024)

The Frederick County-City of Winchester Juvenile and Domestic Relations District Court has adopted the following policy regarding Deferred or Installment Payment Agreements, pursuant to Virginia Code Section §19.2-354.1, attached and incorporated herein. This policy does not apply to restitution as amounts and terms for payment of restitution are established by court order. To amend the terms of a restitution order, Defendant needs to submit a motion on the underlying case and a court hearing will be scheduled.

Debtors not able to pay fines/costs within 90-days of judgment may enter into a deferred or installment payment agreement. Deferred or installment plans exceeding 90-days are assessed a one-time fee not to exceed \$10.00 to cover the costs of management of the defendant's account until such account is paid in full. If a debtor has financial obligations owed to other courts, the debtor is required to enter into agreements, if necessary, with those courts directly; this agreement only applies to fines/costs due to this court.

METHODS OF PAYMENT: Methods of payment accepted by this court include cash, personal check, money order, MasterCard, Visa, American Express or Discover debt and credit cards. The payor will be assessed a 4% convenience fee to each payment in which a debit or credit card is used as a form of payment.

INSUFFICIENT FUNDS: In accordance with Virginia Code Section §19.2-353.3, if a check is returned unpaid by the financial institution on which it is drawn or notice is received from the credit or debit card issuer that payment will not be made, for any reason, the fees, fine, restitution, forfeiture, penalty, or costs shall be treated as unpaid, and the court may pursue all available remedies to obtain payment. The clerk of the court to whom the dishonored check or credit or debit card was tendered may impose a fee of \$50 or 10% of the value of the payment, whichever is greater, in addition to the fine and costs already imposed.

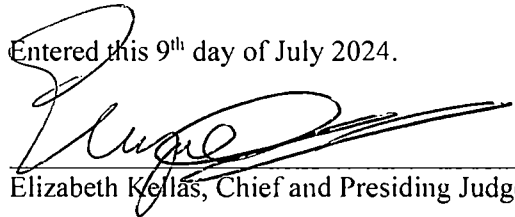
COMMUNITY SERVICE IN LIEU OF PAYMENT OF FINES AND COSTS: Debtor may discharge all or part of the fine or costs by earning credits for the performance of community service work. Debtor must complete a time to pay agreement which is approved by the court, which establishes the number of hours needed to discharge fines and costs. Upon entering into an agreement with the Court, community service may be performed through a nonprofit, governmental or religious organization with credit allowed at the rate of \$13.00 per hour. Debtor must complete this court's Public and Community Service Work

Report to document completed hours. The work report form must be completed, dated, and signed by the person supervising your work at the organization and returned to the court upon completion.

CHANGE OF ADDRESS: A debtor who enters into an installment or deferred payment agreement shall promptly inform the court of any change of mailing address during the term of the agreement.

DELINQUENT ACCOUNTS: If the court has entered an order as to a deferred or installment payment plan, debtor must make all required payments or perform all community service timely. If the court does not receive payments as ordered, the case will be referred to the Department of Taxation for collection enforcement. The debtor will be assessed additional costs for the collection process. For amounts unpaid, pursuant to §19.2-358, upon motion of the Commonwealth a show cause shall be issued, and the debtor may be subjected to a jail sentence or an additional fine for nonpayment.

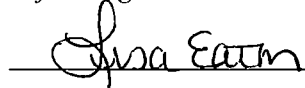
Entered this 9th day of July 2024.


Elizabeth Kellas, Chief and Presiding Judge.


Kimberly Athey, Presiding Judge

COURT USE ONLY: A copy of this policy has been emailed to the Office of the Executive Secretary, rule115@vacourts.gov, for posting on *The Official Website for Virginia's Judicial System*.

Date: 7-11-2024

 , Clerk

§ 19.2-354.1. Deferred or installment payment agreements

A. For purposes of this section:

"Deferred payment agreement" means an agreement in which no installment payments are required and the defendant agrees to pay the full amount of the fines and costs at the end of the agreement's stated term.

"Fines and costs" means all fines, court costs, forfeitures, and penalties assessed in any case by a single court against a defendant for the commission of any crime or traffic infraction. "Fines and costs" includes restitution unless the court orders a separate payment schedule for restitution.

"Installment payment agreement" means an agreement in which the defendant agrees to make monthly or other periodic payments until the fines and costs are paid in full.

"Modified deferred payment agreement" means a deferred payment agreement in which the defendant also agrees to use best efforts to make monthly or other periodic payments.

B. The court shall give a defendant ordered to pay fines and costs written notice of the availability of deferred, modified deferred, and installment payment agreements and, if a community service program has been established, the availability of earning credit toward discharge of fines and costs through the performance of community service work. The court shall offer any defendant the opportunity to enter into a deferred payment agreement, modified deferred payment agreement, or installment payment agreement.

C. The court shall not deny a defendant the opportunity to enter into a deferred, modified deferred, or installment payment agreement solely (i) because of the category of offense for which the defendant was convicted or found not innocent, (ii) because of the total amount of all fines and costs, (iii) because the defendant previously defaulted under the terms of a payment agreement, (iv) because the fines and costs have been referred for collections pursuant to § 19.2-349, or (v) because the defendant has not established a payment history.

D. In determining the length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of the payments, a court shall take into account the defendant's financial resources and obligations, including any fines and costs owed by the defendant in other courts. In assessing the defendant's ability to pay, the 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 be reasonable in light of the defendant's financial resources and obligations and shall not be based solely on the amount of fines and costs. The court may offer a payment agreement combining an initial period during which no payment of fines and costs is required followed by a period of installment payments.

E. No court shall require a defendant to make a down payment upon entering a deferred, modified deferred, or installment payment agreement, other than a subsequent payment

agreement, in which case the court may require a down payment pursuant to subsection I. Nothing in this section shall prevent a defendant from voluntarily making a down payment upon entering any payment agreement.

F. All fines and costs that a defendant owes for all cases in any single 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 § 19.2-341 has not run.

G. Any payment received within 10 days of its due date shall be considered to be timely made.

H. At any time during the duration of a payment agreement, the 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.

I. A defendant who has defaulted on a payment agreement may petition the court for a subsequent payment agreement. In determining whether to approve the request for a subsequent payment agreement, the court shall consider any change in the defendant's circumstances. A court may require a down payment to enter into a subsequent payment agreement, provided that the down payment required to enter into a subsequent payment agreement shall not exceed (i) if the fines and costs owed are \$500 or less, 10 percent of such amount or (ii) if the fines and costs owed are more than \$500, five percent of such amount or \$50, whichever is greater. When a defendant enters into a subsequent payment agreement, a court shall not require a defendant to establish a payment history on the subsequent payment agreement before restoring the defendant's driver's license.

J. In any case in which a defendant owes fines and costs and where such defendant's sole financial resource is a Social Security benefit or Supplemental Security Income, then such defendant shall be exempt from making payments at least until such time that such defendant has a resource other than a Social Security benefit or Supplemental Security Income. If such defendant informs the court that his sole financial resource is a Social Security benefit or Supplemental Security Income, the case shall not be referred to collections pursuant to § 19.2-349. Courts shall include in payment plan policies developed in accordance with §§ 19.2-354 and 19.2-354.1 that where the court is informed that a defendant receives a Social Security benefit or Supplemental Security Income, no payment toward fines and costs shall be taken from such exempt resource.

No Social Security benefit or Supplemental Security Income shall be considered an available resource in determining the length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of payments, if any, pursuant to subsection D.

2017, cc. 802, 806;2020, cc. 964, 965;2021, Sp. Sess. I, c. 388;2024, cc. 735, 775.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.