

CITY OF ALEXANDRIA CIRCUIT COURT

POLICY FOR THE COLLECTION OF COURT COSTS, FINES AND RESTITUTION EFFECTIVE AUGUST 20, 2024

Requirements for Court Payment Agreements for the Collection of Fines, Court Costs and Restitution: (Pursuant to Rule 1:24)

The purposes of the statutory court collection process are (i) to facilitate the payment of fines, court costs, penalties, restitution and other financial responsibilities assessed against defendants convicted of a criminal offense or traffic infraction, (ii) to collect the monies due to the Commonwealth and localities as a result of these convictions, and (iii) to assure payment of court-ordered restitution to victims of crime. To achieve these purposes, this Rule is intended to ensure that all courts approve deferred and installment payment agreements consistent with §§ 19.2-354, 19.2-354.1, and the provisions of this Rule and to further the legal values of predictability, fairness, and similarity in the collection of fines, court costs, penalties, and restitution throughout the courts of the Commonwealth.

(a) Definitions. —

- (1) “Fines and costs” 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. The term “fines and costs” also includes restitution unless the court orders a separate payment schedule for restitution.
- (2) 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.
- (3) 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.
- (4) 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.

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

(c) Notice of payment alternatives. — The court must give the defendant written notice 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.

- (d) Conditions of a payment agreement. — All the 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 must include only those outstanding fines and costs for which the limitations period set forth in § 19.2-341 has not run.

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 must take into account the defendant's financial resources and obligations, including any fines and costs the defendant owes in other courts. In assessing the defendant's ability to pay, the court must 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. In the case of a defendant otherwise eligible to enter a payment plan under this rule, any resources exempted by subsection (h) may not be considered when determining the payment amount or the length of time to pay under any deferred, modified deferred, or installment payment agreement.

No court may 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 (g). Nothing in this rule prevents a defendant from voluntarily making a down payment upon entering any payment agreement.

Where available, the court may provide community service work as an option to defray fines and costs, especially when the defendant is indigent or otherwise unable to make meaningful payments. Any portion of the community service completed should be credited to the defendant's obligations. Community service may not be credited against any amount owed as restitution, the interest which has accrued on restitution, and any collection fee required.

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.

- (e) Timeliness of payments. — Any payment which is received within 10 days of the date due is considered timely made.
- (f) Combined payment agreements. — The court may offer a payment agreement combining an appropriate initial period during which no payment of fines and costs is required, followed by a period of installment payments. Such a combined payment plan may be appropriate when the defendant is incarcerated, but should not be limited only to these circumstances.
- (g) Re-entry into a payment agreement after default. — 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 must consider any change in the defendant's circumstances. A court may require a down payment to enter into a subsequent payment agreement, provided that (i) if the fines and costs owed are \$500 or less, the required down payment may not exceed 10 percent of such amount or (ii) if the fines and costs owed are more than \$500, the required down payment may not exceed 5 percent of such amount or \$50, whichever is greater.

- (h) Exemptions. — Any defendant owing fines and costs whose sole financial resource is a Social Security benefit or Supplemental Security Income is exempt from making any payments toward such fines and costs at least until such time that the defendant has a resource other than a Social Security benefit or Supplemental Security Income. If the defendant informs the court that his sole financial resource is a Social Security benefit or Supplemental Security Income, the case may not be referred to collections under § 19.2-349.

Courts must include in their payment plan policies developed under Code §§ 19.2-354 and 19.2-354.1 that when the court is informed that a defendant receives a Social Security benefit or Supplemental Security Income, no payment toward fines and costs may be taken from such exempt resource.