

Prince George's County

- a. **Legal Services Agreement with Renewal Application; Cover Letter to Counsel**
- b. **Legal Services Agreement for New Attorney's; Cover Letter to Counsel**
- c. **Legal Services Agreement with Original Application; Cover Letter to Counsel**
- d. **Legal Services Agreement Template**
- e. **Invoice for Payment**
- f. **Order for Children's Privilege Attorney**
- g. **Order for Best Interest Attorney**
- h. **Order Appointing Child Advocate Attorney**
- i. **Order to Motion to Appoint Children's Privilege Attorney**
- j. **Order to Motion to Appoint Child Advocate Attorney**
- k. **Order t Motion for Best Interest Attorney**

**SEVENTH JUDICIAL CIRCUIT OF MARYLAND
COURT HOUSE - FAMILY DIVISION - ROOM M1420
UPPER MARLBORO, MARYLAND 20772
301-780-6645**

June 9, 2010

Subject: Legal Services Agreement – Attorney for Minor Children

Dear Counsel:

Enclosed, please find the Legal Services Agreement (LSA) for Fiscal Year 2011 (July 1, 2010– June 30, 2011). If you wish to remain on the list of court-approved Attorneys for Minor Children for Fiscal Year 2011, please review, sign, and return the original LSA to the address below not later than June 14, 2010.

The following additional documentation is also required in order to finalize the process. The completed information must be submitted with the LSA:

1. Certificate of Good Standing (<http://mdcourts.gov/coappeals/cogs.html>); and
2. Certificate of Insurance, including professional liability insurance; and
3. W-9 (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>); and
4. Renewal Application.

If you do not wish to remain on the list of court-approved attorneys, please check the box below and return to the following address not later than June 14, 2010. Thank you.

Prince George's County Courthouse
Attn: Bridget M. Gazelle, Associate Director
14735 Main Street – Room M1420
Upper Marlboro, Maryland 20772

Very truly yours,

Bridget M. Gazelle, Associate Director
Family Division

I, _____, no longer wish to be on the list of court-approved attorneys.

bmg

attachments

**SEVENTH JUDICIAL CIRCUIT OF MARYLAND
COURT HOUSE - FAMILY DIVISION - ROOM M1420
UPPER MARLBORO, MARYLAND 20772
301-780-6645**

June 23, 2010

Subject: Legal Services Agreement – Attorney for Minor Children

Dear Counsel:

Enclosed, please find the Legal Services Agreement (LSA) for Fiscal Year 2011 (July 1, 2010– June 30, 2011). To complete the process and be added to the list of court-approved Attorneys for Minor Children for Fiscal Year 2011, please review, sign, and return the original LSA to the address below not later than June 14, 2010.

The following additional documentation is also required in order to finalize the process. The complete LSA package must be submitted to address below on or before July 8, 2010.

1. Certificate of Good Standing (<http://mdcourts.gov/coappeals/cogs.html>); and
2. Certificate of Insurance, including professional liability insurance; and
3. W-9 (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>); and
4. Authorization for Electronic Funds Disbursement (attached); and
5. Corporate Acknowledgement (if applicable)(attached).

Thank you.

Prince George's County Courthouse
Attn: Bridget M. Gazelle, Associate Director
14735 Main Street – Room M1420
Upper Marlboro, Maryland 20772

Very truly yours,

Bridget M. Gazelle, Associate Director
Family Division

bmg

attachments

**SEVENTH JUDICIAL CIRCUIT OF MARYLAND
COURT HOUSE - FAMILY DIVISION - ROOM M1420
UPPER MARLBORO, MARYLAND 20772
301-780-6645**

June 1, 2010

Subject: Legal Services Agreement – Attorney for Minor Children

Dear Counsel:

Enclosed, please find the Legal Services Agreement (LSA) for Fiscal Year 2011 (July 1, 2010– June 30, 2011). If you wish to remain on the list of court-approved Attorneys for Minor Children for Fiscal Year 2011, please review, sign, and return the original LSA to the address below not later than June 14, 2010.

The following additional documentation is also required in order to finalize the process. The completed information must be submitted with the LSA:

1. Certificate of Good Standing (<http://mdcourts.gov/coappeals/cogs.html>); and
2. Certificate of Insurance, including professional liability insurance; and
3. W-9 (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>); and
4. Application.

If you do not wish to remain on the list of court-approved attorneys, please check the box below and return to the following address not later than June 14, 2010. Thank you.

Prince George's County Courthouse
Attn: Bridget M. Gazelle, Associate Director
14735 Main Street -- Room M1420
Upper Marlboro, Maryland 20772

Very truly yours,

Bridget M. Gazelle, Associate Director
Family Division

I, _____, no longer wish to be on the list of court-approved attorneys.

bmg

attachments

LEGAL SERVICES AGREEMENT

This Agreement (the "Agreement") is made on this _____ day of _____, 2010 (the "Effective Date"), by and between _____, Esq. (hereafter the "Contractor") and Prince George's County, Maryland, a body corporate and politic (the "County") on behalf of the Circuit Court for Prince George's County (the "Court").

WHEREAS, Maryland law permits Maryland courts to appoint counsel to serve as attorneys for children whose parents are involved in custody disputes before the Court; and

WHEREAS, the Court has created a plan for the appointment of children's attorneys, with which an attorney must comply; and

WHEREAS, the Attorney has agreed to serve the Court in accordance with that plan.

NOW THEREFORE WITNESSETH, the County and the Attorney agree to the terms and conditions set forth below.

Section I – Appointment of Attorney

The Court may appoint the Contractor to serve as an attorney for children in custody disputes filed within the Family Division of the Court. The Contractor may decline the appointment, upon notice to the Court that the appointment would create (a) an ethical conflict because of commitments to other clients, or (b) a time conflict because of commitments to other matters precluding timely service and appearance on all scheduled court dates. In addition, the Contractor agrees to notify the court if a medical or other emergency will prevent the Contractor from providing the required services.

Section II – Services of the Attorney

The Contractor shall accept any appointment made by the Court, and render those legal services required by the Court, in accordance with this Agreement and the *Appendix: Maryland Guidelines for Practice for Court-Appointed Lawyers Representing Children in Cases Involving Child Custody or Child Access* attached and made a part of this Agreement and all applicable laws and rules of procedure, and any specific terms of appointment required in a particular case.

Section III – Application

The Contractor acknowledges that the information provided in the Application filed with and approved by the Court is accurate. The Contractor understands that it is the obligation of the Contractor to notify the Court immediately of any change in that information.

Section IV – Time of Performance

The term of this Agreement shall be for one (1) year from July 1, 2010 through June 30, 2011.

LEGAL SERVICES AGREEMENT

Section V – Compensation

A. The Court shall order the individuals receiving legal services pursuant to court order to pay fees for the services of the Contractor in accordance with the following schedule:

For services limited to determining whether to waive a child's therapist-patient privilege of confidentiality: \$ 500.00

For services as general best interest attorney/advocate attorney completed before any required court appearance: \$1,000.00

For services as general best interest attorney/advocate completed at a hearing before a Family Division master or at a Settlement Conference: \$2,000.00

For services as general best interest attorney/advocate completed at a final merits hearing before a judge: \$3,000.00

B. The Contractor shall perform the required services in exchange for compensation paid by the individual or the Court as ordered by the Court. In consideration of the services rendered pursuant to this Agreement and subject to the continued availability of County funding, the Contractor shall be paid an amount not to exceed Thirty Thousand (\$30,000.00) dollars, the maximum threshold established by the Office of Central Services for the informal competitive process.

Within thirty (30) days of completion of services, the Contractor shall file an Invoice/reimbursement request for Payment with the individuals to whom Contractor provided services and the Court. The Invoice shall indicate:

- 1) the Contractor's federal tax identification number or established vendor identification number;
- 2) case number;
- 3) dates of the service provided;
- 4) services provided to include the stage of the correlating proceedings; and
- 5) the value of services as applicable.

Contractor acknowledges and agrees that the Court's payment may be distributed approximately 6-8 weeks upon the approval of Contractor's submission of payment requests to the Court.

In the event of a dispute regarding whether the fee should be paid, the matter shall be referred to the Family Division Coordinating Judge for resolution.

LEGAL SERVICES AGREEMENT

C. A party ordered by the Court to pay fees for services rendered by the Contractor may petition the Court for waiver of those fees by certifying financial need. The Court may waive any portion of the required fees. Any portion of a fee waived by the Court may be paid by the Court in its sole discretion. If the Court has waived the fee for an indigent party, the Contractor may petition the Court to determine whether the other party is financially able to pay the entire fee. Said matter will be referred to the Family Division Coordinating Judge for resolution.

D. The Contractor shall accept the fees ordered to be paid by individuals or the Court as full payment for services rendered. The Contractor agrees that any portion of the fees not paid by the individuals receiving services or the Court shall be deemed *pro bono* service, for which the Contractor may file a Pro Bono Legal Service Report. The Court shall cooperate with a request from the Contractor to document the proportion of hours expended for *pro bono* credit.

Section VI – Indemnification

The Contractor shall, at his/her own expense, indemnify and hold harmless the County, the Court and their agents, officials, and employees, from and against any liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person, including death, or personal property or otherwise which arises solely out of the act, failures to act, or negligence of the Contractor, his/her agents and employees in connection with or arising out of the performance of the terms of this Agreement. In such case, the Contractor shall appear, defend and pay all charges of attorneys and all other costs and expenses arising there from or incurred in connection therewith.

Section VII -- Termination

Either party may terminate this Agreement immediately upon written notice to the other party at its address as herein specified.

The County:

The Circuit Administrative Judge
Circuit Court for Prince George's County, Maryland
Courthouse, Suite M2417
14735 Main Street, Upper Marlboro, Maryland 20772

Chief Administrative Officer
Prince George's County, Maryland
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

The Attorney:

_____, Esq.
2131 Defense Highway 2nd Floor
Crofton, Maryland 21114

LEGAL SERVICES AGREEMENT

Section VIII – Insurance

The contractor will save and keep harmless and indemnify the County and the Court against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the contractor, or any employee, agent or representative of the contractor.

INSURANCE REQUIREMENTS: The Contractor will provide the County with evidence of its Contractor's commercial insurance coverage's for the following exposures:

PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the Contractor all costs the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance under this PROJECT WORK.

Section IX – Independent Contractor Status

A. The vendor (Contractor) agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit the County to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of the County.

B. Further, the Independent Contractor shall not be entitled to participate in any of the County's benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

C. The County shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's responsibility.

Section X – Program Administrator

The Director of the Family Division, or assigned designee, shall be the County representative in charge of all activities associated with this Agreement.

LEGAL SERVICES AGREEMENT

Section XI – Non Assignability

This Agreement shall be deemed personal to the Contractor, and shall not be assigned, delegated or subcontracted without the prior written consent of the County.

Section XII – Standard of Care

The Contractor appointed under Section 1-202 of the Family Law Article shall exercise ordinary care and diligence in the representation of a minor child.

Section XIII – Miscellaneous

A. Compliance with Local, State and Federal Rules, Regulations and Law

The Contractor shall comply with the laws of the State of Maryland, including rules of procedure and rules of professional conduct, and applicable laws and regulations of the federal, state and local government.

B. Confidentiality

The Contractor shall protect and preserve the confidentiality of all reports, data, medical or school records, and any other information prepared or assembled by the Contractor for a case assigned under this Agreement, and shall only disclose such information to the Court, or to the parties by direction of the Court, unless otherwise required by law.

C. Maintenance of Records

The Contractor shall maintain all records and documents pertaining to services performed under this Agreement for a period of three (3) years from the date of final payment by the County. In the event that any litigation, claims, negotiation, audit, or other action involving the records and documents is started before the expiration of the three-year period, the records and documents shall be maintained by the Contractor until completion of action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records upon prior notification and approval by the County.

D. Governing Law

This Agreement incorporates the entire understanding of the parties hereto, and supersedes any and all prior agreements or understandings (written or oral). This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto. This Agreement shall be governed by and interpreted under the laws of the State of Maryland. In case any one or more of the

LEGAL SERVICES AGREEMENT

provisions contained in the Contract Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Contract Documents, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Signature Page to Follow]

LEGAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the day and year on which it is signed below.

ATTORNEY

Witness

Signature

Print Name:

PRINCE GEORGE'S COUNTY, MARYLAND

Ralph Moultrie
Chief Administrative Officer

**CIRCUIT COURT FOR PRINCE GEORGE'S
COUNTY, MARYLAND**

Sondra D. Battle
Court Administrator

Reviewed For Legal Sufficiency

Office of Law

In the Circuit Court for Prince George's County, Maryland
Family Division
INVOICE OF ATTORNEY
APPOINTED TO REPRESENT CHILD

Attention: Daryl H. Sims, Director of Finance -- Room M2407

Attorney's Name: _____

Attorney's Federal Identification Number: _____

Case Name: _____ **Case Number:** _____

Type of Appointment and Service Completion Date (attach a copy of the Court Order in which appointment was ordered):

_____ **Privilege Attorney - \$500.00 - Date Service Completed:** _____

_____ **Best Interest Attorney (BIA) - Date Service Completed:** _____

_____ **No court appearance - \$1,000**

_____ **Master's Hearing or Settlement Conference - \$2,000**

_____ **Merits Trial before a Judge - \$3,000**

Total hours expended on this case: _____

(Please attach itemized invoice as specified in the Legal Services Agreement page two Section V).

Signature of Attorney

Date: _____

Amount Approved for payment: _____ _____ Director of Family Division Date: _____

*** Invoice must be submitted within 30 days of completion of service.**

Certificate of Service

I hereby certify that copies of this Invoice have been sent to all parties herein on the _____ day of _____, 200__.

Signature

Date: _____

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Plaintiff

v.

Defendant

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ORDER

Upon consideration of the Order of this Court directing the appointment of a Privilege attorney for the minor child(ren) herein, it is this ____ day of _____, 2009, by the Circuit Court for Prince George's County, Maryland

ORDERED that _____, Esquire, located at _____, telephone number _____, be and hereby is appointed to serve as the Privilege Attorney for the minor child(ren) herein: name and birth date, for the purpose of determining whether to waive privileges afforded by the law and for no other purpose; and it is further

ORDERED that each party pay \$250.00, payable to Prince George's County, Maryland, and sent in care of the Director of Finance, Court Administrator's Office, Prince George's County Courthouse, 14735 Main Street, Room M2407, Upper Marlboro, Maryland 20772 within thirty (30) days of the date of this Order, unless that fee is waived or deferred by further Order of this Court; and it is further

ORDERED that each party or counsel contact the attorney identified above within ten (10) days of the date of this Order to schedule any meetings necessary and to provide any information, releases, or documents requested by appointed counsel relating to the services to be rendered; and it is further

ORDERED, that the attorney appointed in this order is entitled to have access to any and all privileged psychiatric/psychological and social services information regarding the child(ren) without the necessity of a signed release; and it is further

ORDERED, that the appearance fee for the Privilege Attorney is hereby waived; and it is further

ORDERED that the Court shall compensate the appointed attorney for services rendered, from the fees deposited with the Court by the parties.

CATHY H. SERRETTE
Coordinating Judge, Family Division

Scheduled Dates:

Copies sent by the court on the ___ day of ___, 2009 to:

Privilege Attorney

Plaintiff's Counsel

Defendant's Counsel

Bridget Gazelle
Director of Finance

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Plaintiff

v.

Defendant

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Case No.

ORDER

Upon consideration of the Order of this Court directing the appointment of a "Best Interest" Attorney (BIA) for the children herein, it is this ____ day of _____, 2010, by the Circuit Court for Prince George's County, Maryland

ORDERED that _____, telephone number ____ be and hereby is appointed to serve as the "Best Interest" Attorney (BIA) for the child herein: ____ born ____; and it is further

ORDERED, that the attorney appointed in this order is entitled to have access to any and all privileged information including protected health information regarding the child, without the necessity of a signed release, including medical, dental, psychiatric/psychological, social services, drug and alcohol treatment, law enforcement, and educational records; and it is further

ORDERED, that the BIA shall present the child's needs and wishes to the Court, but the overriding obligation of the BIA shall be to assist the Court in determining the best interest of the child; and it is further,

ORDERED, that the BIA shall do the following, if he/she deems appropriate:

- o Meet with and interview the child, and advise the child of the scope of the representation.
- o Investigate the relative abilities of the parties in their roles as parents or custodians.
- o Visit the child in each home.
- o Conduct individual interviews with parents, other parties, and collateral witnesses.

- o Observe the children's interactions with each parent and each other party, individually.
- o Review educational, medical, dental, psychiatric, psychological, or other records.
- o Interview school personnel, childcare providers, healthcare providers, and mental health professionals involved with the children or family.
- o File and respond to pleadings and motions.
- o Participate in discovery.
- o Participate in the trial, including calling witnesses and presenting evidence and argument, as appropriate.
- o If the child is to meet with the judge or testify, prepare the child, familiarizing the child with the places, people, procedures and questioning that the child will be exposed to; and seek to minimize any harm to the child from the process.
- o When the representation ends, the lawyer should inform the child in a developmentally appropriate manner; and it is further,

ORDERED, that the BIA shall NOT testify at trial or file a written report with the Court; and it is further,

ORDERED that each party pay \$1,500.00 to Prince George's County, Maryland, in care of the Director of Finance, Prince George's County Courthouse, Court Administrator's Office - Room M2407, Upper Marlboro, Maryland 20772 within thirty (30) days of the date of this Order, unless that fee is waived or deferred by further Order of this Court; and it is further

ORDERED that each party or counsel contact the "Best Interest" Attorney identified above within ten (10) days of the date of this Order to schedule any meetings necessary for yourself and/or the children with appointed counsel, and to provide any information, releases, or documents requested by appointed counsel relating to the services to be rendered as the attorney for the children herein; and it is further

Page three of three

ORDERED that the Court shall compensate the "Best Interest" Attorney appointed herein for services rendered by the attorney at the conclusion of service from the fees deposited with the Court: \$1000.00 if the custody dispute is resolved without a court appearance; \$2,000.00 if the custody dispute is resolved at a hearing before a Family Division master or at a settlement conference; or \$3,000.00 if the custody dispute is resolved at or before the merits trial before a Family Division judge; and shall return to the parties any unused portion of the fees collected pursuant to this Order; and it is further,

ORDERED, that the appearance fee for the Best Interest Attorney is hereby waived; and it is further,

ORDERED, that this appointment, unless otherwise ordered by this Court, shall terminate after 30 days from the entry of a final custody order.

CATHY H. SERRETTE
Coordinating Judge, Family Division

Scheduled Hearing Dates:

Copies sent by the court on the ___ day of _____, 2010 to:

Counsel for Children

Counsel for Plaintiff

Counsel for Defendant

Bridget Gazelle
Director of Finance

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Plaintiff

v.

Defendant

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Case No.

ORDER

Upon consideration of the Order of this Court directing the appointment of an Advocate Attorney for the child(ren) herein, it is this ____ day of _____, 2010, by the Circuit Court for Prince George's County, Maryland

ORDERED that _____, telephone number ____ be and hereby is appointed to serve as the "Advocate" Attorney for the child(ren) herein: ____ born ____; and it is further

ORDERED, that the Advocate Attorney is appointed pursuant to the *Maryland Guidelines of Practice for Court-Appointed Lawyers Representing Children in Cases Involving Child Custody or Child Access*; A Child Advocate is a court-appointed lawyer who provides independent legal counsel for a child and who owes the same duties of undivided loyalty, confidentiality, and competent representation as are due an adult client; and it is further,

ORDERED, that the attorney appointed in this order is entitled to have access to any and all privileged information including protected health information regarding the child, without the necessity of a signed release, including medical, dental, psychiatric/psychological, social services, drug and alcohol treatment, law enforcement, and educational records; and it is further,

ORDERED, that the attorney should determine whether the child has considered judgment. To determine whether the child has considered judgment, the attorney should focus on the child's decision-making process, rather than the child's decision. The attorney should determine whether the child can understand the risks and benefits off the child's legal position and whether the child can reasonably communicate the child's wishes. The attorney should consider the following factors when determining whether the child has considered judgment:

- 1) the child's development stage:
 - a. cognitive ability,

- b. socialization, and
 - c. emotional and mental development;
- 2) the child's expression of a relevant position:
- a. ability to communicate with the attorney, and
 - b. ability to articulate reasons for the legal position; and
- 3) relevant and available reports, such as reports from social workers, psychiatrists, psychologists, and schools; and it is further,

ORDERED, that if the Child Advocate Attorney determines that the child has considered judgment, the attorney shall advance the child's wishes and desires in the pending matter. If the Child Advocate Attorney determines that the child does not have considered judgment, the Child Advocate Attorney should petition the court to 1) alter the attorney's role to permit the attorney to serve as a Best Interest Attorney, or 2) appoint a separate Best Interest Attorney. A Child Advocate Attorney may perform the following duties in exercising the attorney's obligation to the child and the court, as appropriate:

- a) Meet with and interview the child, and advise the child of the scope of the representation.
- b) Investigate the relative abilities of the parties in their role as parents or custodians.
- c) Visit the child in each home.
- d) Conduct individual interviews with parents, other parties, and collateral witnesses.
- e) Observe the child's interactions with each parent and each other party, individually.
- f) Review educational, medical, dental, psychiatric, psychological, or other records.
- g) Interview school personnel, childcare providers, healthcare providers, and mental health professionals involved with the child or family.
- h) File and respond to pleadings and motions.
- i) Participate in discovery.
- j) Participate in settlement negotiations.
- k) Participate in the trial, including calling witnesses and presenting evidence and argument, as appropriate.

- l) If the child is to meet with the judge or testify, prepare the child, familiarizing the child with the places, people, procedures, and questioning that the child will be exposed to; and seek to minimize any harm to the child from the process; and
- m) When the representation ends, the lawyer should inform the child in a developmentally appropriate manner; and it is further,

ORDERED, that the Advocate Attorney shall NOT testify at trial or file a written report with the Court; and it is further,

ORDERED that each party pay \$1,500.00 to Prince George's County, Maryland, in care of the Director of Finance, Prince George's County Courthouse, Court Administrator's Office - Room M2407, Upper Marlboro, Maryland 20772 within thirty (30) days of the date of this Order, unless that fee is waived or deferred by further Order of this Court; and it is further,

ORDERED that each party or counsel contact the "Advocate" Attorney identified above within ten (10) days of the date of this Order to schedule any meetings necessary for yourself and/or the children with appointed counsel, and to provide any information, releases, or documents requested by appointed counsel relating to the services to be rendered as the attorney for the children herein; and it is further,

ORDERED that the Court shall compensate the "Advocate" Attorney appointed herein for services rendered by the attorney at the conclusion of service from the fees deposited with the Court: \$1,000.00 if the custody dispute is resolved without a court appearance; \$2,000.00 if the custody dispute is resolved at a hearing before a Family Division Master or at a settlement conference; or \$3,000.00 if the custody dispute is resolved at or before the merits trial before a Family Division judge; and shall return to the parties any unused portion of the fees collected pursuant to this Order; and it is further,

ORDERED, that the appearance fee for the "Advocate" Attorney is hereby waived; and it is further,

ORDERED, that this appointment, unless otherwise ordered by this Court, shall terminate after 30 days from the entry of a final custody order.

CATHY H. SERRETTE
Coordinating Judge, Family Division

Scheduled Hearing Dates:

Copies sent by the court on the ___ day of _____, 2010 to:

Counsel for Children

Counsel for Plaintiff

Counsel for Defendant

**Bridget Gazelle
Director of Finance**

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Plaintiff

vs.

Defendant

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: Case No.
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ORDER

Upon consideration of the Motion to Appoint an attorney for the minor child(ren) herein, it is by the Circuit Court for Prince George's County, Maryland

ORDERED, that the Court appoint an attorney to serve as Privilege Attorney for the minor child(ren) herein in the custody dispute, from among those attorneys approved by the court to serve in this capacity. Parties are to pay the fee of \$250.00 each (total \$500.00) for said appointment within 30 days of this Order. If either party is seeking a waiver/reduction of fees, request must be received not later than (five (5) working days from today's date).

JUDGE

Date

cc: Bridget Gazelle, Assoc. Director
Family Division - Room M1420 (w/case file)

Copies mailed this ___ day of _____, 2009 to:

By: _____
Executive Administrative Assistant

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Plaintiff

vs.

Defendant

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Case No.

ORDER

Upon consideration of the Motion to Appoint counsel for child(ren) herein, it is by the Circuit Court for Prince George's County, Maryland

ORDERED, that the Court appoint an attorney to serve as "Advocate" Attorney for the child(ren) herein in the custody dispute, from among those attorneys approved by the court to serve in this capacity; and it is further,

ORDERED, that the parties are to pay the fee of \$1500.00 each (total \$3,000.00) for said appointment within 30 days of this Order. If either party is seeking a waiver/reduction of fees, request must be received not later than (ten (10) working days from today's date).

JUDGE

Date

cc: Bridget Gazelle, Assoc. Director
Family Division - Room M1420 – with case file

Copies mailed this ___ day of _____, 2010 to:

By: _____
Executive Administrative Assistant

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Plaintiff

vs.

Defendant

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: Case No.

ORDER

Upon consideration of the Motion to Appoint counsel for child(ren) herein, it is by the Circuit Court for Prince George's County, Maryland

ORDERED, that the Court appoint an attorney to serve as "Best Interest" Attorney (BIA) for the child(ren) herein in the custody dispute, from among those attorneys approved by the court to serve in this capacity; and it is further,

ORDERED, that the parties are to pay the fee of \$1500.00 each (total \$3,000.00) for said appointment within 30 days of this Order. If either party is seeking a waiver/reduction of fees, request must be received not later than (ten (10) working days from today's date).

JUDGE

Date

cc: Bridget Gazelle, Assoc. Director
Family Division - Room M1420 - with case file

Copies mailed this ___ day of _____, 2009 to:

By: _____
Executive Administrative Assistant

