

NO. XXXXXX

IN THE MATTER OF  
THE MARRIAGE OF

PETITIONER  
AND  
RESPONDENT

AND IN THE INTEREST OF  
N.O.C., A CHILD

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IN THE DISTRICT COURT

425TH JUDICIAL DISTRICT

WILLIAMSON COUNTY, TEXAS

**AGREED ORDER APPOINTING AMICUS ATTORNEY**

The parties to this case have agreed to the appointment of an Amicus Attorney. In executing this order, the parties, their attorney, and the Amicus all confirm that they agree to and understand the following.

The parties stipulate and agree to the finding that under section 107.021 of the Texas Family Code, the best interest of the child is in dispute, and after giving due consideration to the ability of the parties to pay reasonable fees to the appointee, the parties agree that an amicus attorney should be appointed in this case. The 425<sup>th</sup> Court does not require the appointment of an Amicus in cases other than terminations and adoptions. The parties stipulate and agree that they have the financial resources to pay all fees reasonably and necessarily charged by the Amicus. The parties and the Amicus stipulate and agree that the Amicus meets all statutory requirements of the Texas Family Code to serve as an Amicus Attorney. The parties stipulate and agree that the Amicus is uniquely qualified for this particular case.

The parties stipulate and agree that Amicus Attorney is entitled to reasonable fees and expenses to be paid by the parties. The parties and Amicus stipulate and agree that for the duration of the case the fees will be paid as follows:

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The parties and the Amicus stipulate and agree that the initial payments of

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will be paid on or before 5:00 p.m. at \_\_\_\_\_

The parties acknowledge, stipulate, and agree there has been no representation to the parties that the court will reallocate those fees or the percentage to be paid by each side. **The parties fully understand that the deposit of fees is merely a deposit and that there is a likelihood that the total fees due to an Amicus may be substantially higher than the initial deposit required.**

The parties and Amicus understand that the Court has not appointed an Amicus, nor approved any fees incurred prior to the date of the Court's signature on this order.

Accordingly, the parties request the appointment, and the Amicus agrees to the appointment of \_\_\_\_\_ to serve as Amicus Attorney in this case. The COURT **ACCEPTS, ADOPTS, APPROVES and RENDERS JUDGMENT** on the parties' agreement and hereby appoints \_\_\_\_\_ to serve as Amicus Attorney.

The parties stipulate and agree that any custodian of the child shall grant Amicus Attorney immediate access to the child and to any information relating to the child and shall fully cooperate with Amicus Attorney.

The parties stipulate and agree that the custodian of any relevant records relating to the child, including records regarding social services, law enforcement records, school records, records of a probate or court proceeding, and records of a trust or account for which the child is a beneficiary, shall provide immediate access to the records to Amicus Attorney without requiring a further order or release.

The parties stipulate and agree that the custodian of a medical, mental health, or drug- or alcohol-treatment record of a child that is privileged or confidential under other law shall release the record to Amicus Attorney without requiring further order or release, except that a child's drug- or alcohol-treatment record that is confidential under 42 U.S.C. section 290dd-2 shall be released only as provided under applicable federal regulations.

Petitioner and Respondent stipulate and agree and agree to sign any and all releases of information relative to the child or the parties in this case, as requested by Amicus Attorney, within seven days of the request.

Pursuant to sections 107.003 and 107.005 of the Texas Family Code, and the agreement of the parties Amicus Attorney is ORDERED to perform the following duties in this case:

1. subject to rules 4.02, 4.03 and 4.04 of the Texas Disciplinary Rules of Professional Conduct, and within a reasonable time after the appointment, interview--
  - a. the child in a developmentally appropriate manner, if the child is four years of age or older;

- b. each person who has significant knowledge of the child's history and condition, including any foster parent of the child; and
  - c. the parties to the suit;
- 2. seek to elicit in a developmentally appropriate manner the child's expressed objectives of representation;
- 3. consider the impact on the child in formulating Amicus Attorney's presentation of the child's expressed objectives to the court;
- 4. investigate the facts of the case to the extent Amicus Attorney considers appropriate, including conducting discovery;
- 5. obtain and review copies of relevant records relating to the child as provided by section 107.006 of the Texas Family Code;
- 6. participate in the conduct of the litigation to the same extent as an attorney for a party;
- 7. take any action consistent with the child's interests that Amicus Attorney considers necessary to expedite the proceedings;
- 8. encourage settlement and the use of alternative forms of dispute resolution;
- 9. advocate the best interests of the child after reviewing the facts and circumstances of the case;
- 10. review and sign, or decline to sign, a proposed or agreed order affecting the child;
- 11. become familiar with the American Bar Association's standards of practice for attorney's who represent children in custody cases;
- 12. in a developmentally appropriate manner-
  - a. with the consent of the child, ensure that the child's expressed objectives of representation are made known to the Court;
  - b. explain the role of the Amicus Attorney to the child; and
  - c. inform the child that Amicus Attorney may use information that the child provides in providing assistance to the Court; and
- 13. protect the confidentiality of all records provided to Amicus Attorney under this order and not disclose any such records except as provided by further order of the Court or other law.

The parties stipulate and agree that the Amicus Attorney has all the rights and privileges as contained in chapter 107 of the Texas Family Code, including the rights to-

1. request clarification from the court if the role of Amicus Attorney is ambiguous;
2. request a hearing or trial on the merits;
3. conduct discovery;
4. consent or refuse to consent to an interview of the child by another attorney;
5. receive a copy of each pleading or other paper filed with the Court in the case in which Amicus Attorney is appointed;
6. receive notice of each hearing in the case;
7. participate in case staffing's by the Department of Family and Protective Services concerning the child; and
8. attend all legal proceedings in the case.

The parties and the Amicus stipulate and agree that Amicus Attorney is prohibited from disclosing confidential communications between Amicus Attorney and the child unless Amicus Attorney determines that disclosure is necessary to assist the Court regarding the best interests of the child.

The Court accepts, adopts, approves, and renders judgment on the parties' agreements and stipulations as stated above.

SIGNED on \_\_\_\_\_.

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JUDGE PRESIDING

AGREED AS TO FORM and SUBSTANCE

Signed by the parties

AGREED AS TO FORM

Signed by the attorneys