

**Parenting Coordinator Advance Deposit Fee Memorandum
and Agreement to Use Parenting Coordinator**

Annette T. Burns, 4808 N. 22nd Street, Suite 200, Phoenix, Arizona 85016 has been appointed Parenting Coordinator ("PC") in connection with the family court matter at Maricopa County Superior Court Case No._____. A Court Order dated _____has been entered in that case and that Order is made a part of this Memorandum as if fully set forth herein.

ADVANCE PAYMENT: I have paid the sum of \$_____ as an advance payment against services of Ms. Burns to be rendered as PC, in order to initiate appointments with the PC. I understand that this advance payment does not reflect the ultimate total fees that I may be charged in connection with this matter. This is not a flat fee or fixed fee matter. I further understand that the total fee will not be determined until completion of the work for which I utilize Ms. Burns as PC.

I further understand that Annette T. Burns' hourly billing rate for PC services is \$_____. Fees and costs ("costs" are as defined in this Agreement) will be charged against the advance payment I have paid until said advance payment is exhausted. At that time, at the discretion of Ms. Burns and upon consultation with me, I may be asked to replenish that advance payment. The request to replenish the advance payment will be based on the anticipated additional time and work necessary for completion or furtherance of the matter. I also understand that if fees exceed the amount paid as the advance payment hereunder, I will be responsible additionally for those fees as billed. Should this matter be resolved or terminated prior to the advance payment being exhausted, any remaining advance payment is refundable, shall be returned to me after application to the final bill.

I further understand that if during Ms. Burns' appointment as PC the other parent fails to pay his or her share of PC fees and costs, as provided in the Order of Appointment of Parenting Coordinator, I will be billed 100% of all fees and costs; and I must then enforce the allocation of fees as set forth in the Order of Appointment of Parenting Coordinator and ***seek reimbursement from the other parent through the Court.*** I understand that I can avoid this billing for 100% of services by not bringing issues to the Parenting Coordinator's attention.

I UNDERSTAND THAT NON-PAYMENT OF FEES PURSUANT TO THIS AGREEMENT IS A BASIS FOR MS. BURNS TO WITHDRAW AS PC. I FURTHER UNDERSTAND THAT

MS. BURNS, IN HER CAPACITY AS PC, CAN APPLY TO THE COURT FOR A JUDGMENT AGAINST ME FOR UNPAID SERVICES RENDERED.

FEES: I understand that fees will be charged for all PC services done on my behalf, including but not limited to the review of documents and drafting of reports; court appearances; correspondence; researching issues; conferences with each party or counsel for each party; conferences with other persons necessary to this case; telephone calls with each party, counsel, witnesses, or others regarding my case; and travel time. I will not be charged for routine overhead costs such as secretarial time.

COSTS: The "costs" that I may be charged include such items as the following: messenger fees, long distance telephone calls, special mailing costs, and other similar related costs. Payment of such costs are due and payable immediately upon my receipt of statement therefore. While Ms. Burns generally does not charge for postage done on a routine basis, more extensive charges of this nature (overnight or certified mail) may be charged at the discretion of Ms. Burns. Routine daily copying may be charged at the actual expense to the firm. In the event of large amounts of photocopying made necessary by this case, Ms. Burns may have a commercial photocopying firm make the copies, to be charged to me as a cost of this case. Billing statements are sent out on a monthly basis and I understand it is my responsibility to keep track of my own fees and costs paid to Ms. Burns. In the event I request duplicate billing statements or a comprehensive accounting of fees and costs paid, I understand that an administrative fee of \$50 will be charged by Ms. Burns.

I further understand that, unless agreed to the contrary by Ms. Burns and me, any outstanding bills for fees and costs in excess of the amount of the advance payment paid hereunder are to be paid in full upon presentation for payment made.

I further understand that should I fail to make payments in full within fifteen (15) days after receipt of a statement therefore, an annual interest rate of fifteen percent (15%), calculated monthly at the rate of one and one-quarter percent (1.25%), may be charged by the firm on any outstanding balance due for services rendered. **In the event I have questions or disputes concerning any billed item on any statement, those questions or disputes should be addressed to Ms. Burns within thirty (30) days of the date of that statement.**

I have had explained to me, or have had the opportunity to have explained to me, by my own separate counsel the nature of the services to be rendered in connection with this type of legal matter, and I understand them. I recognize that upon commencing as PC, Ms. Burns cannot estimate or otherwise predict what total fees may be incurred to conclude her services, as she

does not know the time which will be involved. The total work required on this case and thus the fees to be incurred depend on many factors beyond my control and beyond the control of Ms. Burns. I further understand that the work on this case and the final fee may be affected by the following factors:

1. The time expended by the PC working on this case.
2. The difficulty of the proceeding in the sense of the intensity of the emotions of the Parties, the level of cooperation demonstrated by all concerned, and the number of issues to resolve.
3. The time limitations imposed upon Ms. Burns by me, or the facts and circumstances of the case.
4. The amount of documentation or other information provided to Ms. Burns for review.
5. The duration and number of consultations and telephone calls with me concerning the needs in this case.

It has been explained to me that PC proceedings are sometimes lengthy and that the term of the initial PC appointment in this particular case is 12 Months. I understand that at the conclusion of that time period Ms. Burns may be re-appointed as PC only if both parties to the case agree to reappointment, and that this Fee Memorandum will continue in full force and effect if that occurs.

I recognize that Ms. Burns leases space in a building occupied by other attorneys and/or law firms, and understand that Annette T. Burns is not affiliated with those attorneys and/or firms in the practice of law or in the rendering of services as PC.

By signing this Agreement, I understand that I am representing that I have received a copy of this Memorandum and have read it carefully and understand it.

I agree to provide to Ms. Burns any assistance required from me, to at all times be truthful and forthright in discussing problems, and to disclose all information in connection therewith. I agree to keep Ms. Burns notified of my current addresses, a valid email address, home or cell telephone number, employment, employment address, and employment telephone number at all times.

AGREEMENT TO USE PARENTING COORDINATOR AND INFORMATION FOR PARENTS REGARDING THE USE OF ANNETTE BURNS AS PARENTING COORDINATOR

Parenting coordination is a child-focused alternative dispute resolution process. The overall objective of parenting coordination is to help parents resolve issues regarding their parenting plan and legal decision-making orders so as to protect and support safe, healthy, and meaningful parent-child relationships.

A Parenting Coordinator is a professional with appropriate education, experience, and expertise. The Parenting Coordinator's roles are to help parents resolve parenting disputes and the PC can make **binding** decisions if the parents are unable to reach agreement on their own. Parents may want to use a Parenting Coordinator when they need help with disputed issues, to reduce misunderstandings, to clarify priorities, to look for possibilities for compromise, to develop methods of collaboration in parenting, and to comply with legal decision-making authority and parenting time orders. By way of example, parenting challenges can include disagreements about child pick-up and drop-off locations, dates, and times; holiday scheduling; discipline; health and personal care issues; telephone calls; counseling for a child; school and extracurricular activities; choice of schools; managing problematic behaviors; extracurricular activities; exchange of information between the parents; exchanging the children; and religious training.

Before the Court can appoint a Parenting Coordinator, the parents must agree to use a Parenting Coordinator and understand how the Parenting Coordinator charges for services. The parents must also agree to:

1. The manner in which the Parenting Coordinator's fees will be allocated between the parents (what parent pays what percentage of the fees);
2. Who the Parenting Coordinator will be or the method by which the Parenting Coordinator will be selected;
3. Release documents to the Parenting Coordinator that the Parenting Coordinator feels are necessary to perform services;
4. The length of the appointment; and
5. Be bound by the Parenting Coordinator's decisions.

When a dispute is presented, the Parenting Coordinator will first try to help the parents reach an agreement. The amount of time required with the Parenting Coordinator or the number of meetings with the Parenting Coordinator will be determined by the conduct of the parties and the seriousness and number of issues brought up by each parent. The Parenting Coordinator will determine the actual number of meetings that are necessary for any specific issue, whether or not those meetings will be in person or telephonic, whether some issues can be handled by email, and whether joint or individual meetings should be held. The Parenting Coordinator will make

this determination based upon the substance and complexity of the issue and the behavior of the parents.

The Parenting Coordinator will decide what information is needed to resolve a dispute and has the authority to get information, such as the children's opinions and information from family members, doctors, therapists, schools, or other caretakers. The parenting coordination process is not confidential. If a parent believes the parenting coordinator's report contains private or confidential information, the parent can ask the Parenting Coordinator to request that the report be filed by the Court as a confidential or sealed document.

The Parenting Coordinator's decision is binding upon the parents, provided that the decision is within the Parenting Coordinator's scope of authority. If a parent believes that the Parenting Coordinator's decision exceeds the scope of the Parenting Coordinator's authority, the parent may file an objection with the Court. Examples of when a Parenting Coordinator exceeds the scope of authority can be found in Rule 74(F)(4), Arizona Rules of Family Law Procedure.

A Parenting Coordinator is appointed for a one-year term unless the parents agree to a longer term. When a Parenting Coordinator's term expires, the parents can request that their Parenting Coordinator be reappointed. As long as the Parenting Coordinator agrees, the Court will typically grant the parents' request. A Parenting Coordinator may not increase her hourly rate for services during the term of appointment.

The Parenting Coordinator can resign, upon notice to each parent and an order of the Court. Both parents can jointly agree to discharge the Parenting Coordinator. However, neither parent alone can discharge the Parenting Coordinator. If only one parent wishes to discharge the Parenting Coordinator, that parent may file a motion with the Court explaining why the Parenting Coordinator should be discharged. Disagreeing with a Parenting Coordinator's decision(s) will not alone justify the discharge of a Parenting Coordinator.

If the Parenting Coordinator acts in a manner that seems unethical or unprofessional, the parent is encouraged to talk about those concerns with the Parenting Coordinator. A parent can also follow the complaint process in Rule 74(M), Arizona Rules of Family Law Procedure.

The Parenting Coordinator's goals are different than the goals of a judge. A judge's job is to make orders that are based on the law. A Parenting Coordinator's job is, first, to assist parents in making parenting decisions that are for the children's best interests, and that follow the parenting plan, and if an agreement is not possible, make a binding decision. A major goal is to help parents develop their skills so they do not continue to need a Parenting Coordinator. If this can

be accomplished, the power to make decisions about their children is back in the hands of the parents.

How Meetings and Communications Will be Handled.

The services of a PC may be performed in many different ways, including personal (individual) meetings, joint meetings with both of you, telephone consultations, and email. I usually find that it is best to meet with each party separately at least once before defining the issues in a case. Personal meetings generally require more time and expense than telephone appointments or email, which you should take into account when using my services. I will be meeting with each of you separately, because I have found that to be the best way to determine the issues and try to find means of resolving them. If you have ANY concerns about the fact that I will meeting separately with each of you as Parenting Coordinator, please discuss those issues with your own attorney and with me at the outset of this case.

Another important point is that the things you say, write and send to me are NOT confidential. Although I am an attorney, I am not your attorney, and our communications are not confidential or privileged. In all your conversations and writings to me, you should assume that the information you give me may be shared with the other party.

DATED this ____ day of _____, 2021.

CLIENT NAME

Address: _____

Phone: _____

Email: _____

APPROVED:

_____ (Client's initials)