

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT IN  
AND FOR BREVARD COUNTY,  
FLORIDA

**ADMINISTRATIVE ORDER NO.:**  
**11-37-B**  
**SUPERSEDES 07-19-B**

**IN RE:           MEDIATION - FAMILY MEDIATION MANDATORY REFERRAL OF ALL  
CONTESTED FAMILY LAW CASES TO MEDIATION**

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**Whereas**, mediation is a process whereby a neutral third party acts to encourage the resolution of disputes through a non-adversarial process and assists the parties in reaching a mutually acceptable agreement; and

**Whereas**, certain disputes that include family matters in marriage dissolution and post-dissolution proceedings, in domestic proceedings between unmarried parents, and modifications thereof; and matters of juvenile dependency can be amicably and expeditiously resolved through mediation prior to hearing by the Court; and

**Whereas**, the mediation process can result in cost and schedule efficiencies to the parties; and

**Whereas**, mediation of certain matters promotes prompt and efficient administration of justice by the Court; reduces litigation; and reduces Court dockets; and

**Whereas**, applicable provisions of Florida Statute Chapter 44 - Mediation Alternatives to Judicial Action; Chapter 61 - Dissolution of Marriage, Support, Time-sharing; and Chapter 39 – Proceedings Relating to Children; and the applicable provisions of the Florida Rules of Civil Procedure, Family Procedure, and Juvenile Procedure, as they relate to Family Mediation and Dependency Mediation, and the Order to Family Mediation are incorporated into this Order.

**IT IS HEREBY ORDERED THAT:**

1. **FAMILY MEDIATION PROGRAM:** The Family Mediation Program (“Program”) shall be governed by applicable Florida Statutes and Rules of Procedure. The Program office staff shall be responsible for scheduling mediations as ordered by the Court for matters including, but not limited to, shared parental responsibility, time-sharing, child support, alimony, , and division of property and debt, juvenile dependency, and any other domestic disputes appearing on the court docket. This Program will be administered under the direction of the Office of the Trial Court Administrator and the Chief Judge of the Eighteenth Judicial Circuit and shall include both staff mediator(s) and contract mediators.
2. **FAMILY MEDIATORS:** The Family Mediation Program shall appoint only mediators who are Florida Supreme Court Certified Family Mediators. The Program staff shall be responsible for referring applicable cases to private mediation.

3. **MANDATORY REFERRAL OF ALL CONTESTED PRE-JUDGMENT AND POST-JUDGMENT FAMILY LAW MATTERS:**
  - a. Any party who seeks to schedule a final hearing for either a pre-judgment family law matter or a modification of a post- judgment matter, including domestic proceedings between unmarried parents, shall first participate in a mediation conference through the Family Mediation Program herein established, or through a private mediator, unless otherwise ordered by the Court.
  - b. An Order to Family Mediation will be prepared by the presiding Judge.
  - c. Petitioner, or counsel of record, must notify the Mediation Office of any settlement or dismissal of the action prior to the mediation.
4. **REQUIRED DOCUMENTATION:**
  - a. Current Financial Affidavits for BOTH parties MUST be filed prior to obtaining an Order to Family Mediation. This requirement is necessary to adequately determine if the parties' income meets statutory program eligibility requirements in accordance with Florida Statute 44. If the parties are not financially eligible, the mediation may be cancelled immediately, even if all parties appear at the mediation session.
  - b. After the Answer, Financial Affidavits, AND Notice for Trial are filed, the case will be referred to Family Mediation for scheduling. If Financial Affidavits are not filed, the mediation will not be scheduled, and an Order to Family Mediation will not be issued.
5. **DOMESTIC VIOLENCE:**
  - a. Pursuant to Florida Statute 44, upon motion or request of a party, the Court shall not refer any case to mediation if it finds there has been a history of domestic violence that would compromise the mediation process. The issuance of a temporary or final injunction alone is insufficient to establish that the mediation process is compromised.
6. **FEES, SESSION LENGTH, AND FAILURE TO APPEAR:**
  - a. The fees for mediation are defined by Florida Statute 44, are based upon the parties' combined income, and are established per scheduled session. Fees defined by that Statute shall be paid in full by the parties prior to the scheduled mediation session(s). Failure to pay all mediation fees prior to the scheduled mediation session(s) may result in the Court's imposition of sanctions.
  - b. The Order to Family Mediation shall be accompanied by an invoice which identifies the mediation fee owed and the due date. Fees must be paid prior to the scheduled mediation, whether or not the other party has paid the fees. If applicable, an approved Application of Civil Indigent Status must be submitted to the Mediation Program on or before the payment due date.
  - c. If a party fails to pay an assessed mediation fee, the initial mediation shall be conducted. At the discretion of the ADR Director, no subsequent mediation session will be scheduled or conducted until all prior assessed mediation fees are paid in full.
  - d. Failure to pay a mediation fee shall result in the mediation office filing a report to the Court, identifying the party who failed to pay the fee pursuant to the applicable governing documents.
  - e. Mediation sessions shall be scheduled for up to three hours, and the parties shall not be assessed additional fees until after the expiration of three hours. Parties and counsel must appear at the mediation conference on time and must pay the required mediation fee prior to the time the mediation conference is scheduled to begin. Session length shall not be extended due to the failure of parties and/or counsel to arrive punctually or the failure to pay required fees.

- f. If either party or counsel fails to appear or causes the mediation to be cancelled due to tardiness, that party, or counsel, shall be charged the combined total of both parties' fees for the missed mediation session, regardless of indigency. The mediation will be rescheduled.

7. **APPEARANCE BY TELEPHONE:**

- a. Approval to appear by telephone is required by the Mediation Office, at least ten (10) business days prior to the mediation session. The following circumstances will be considered in granting approval:
  - 1. The party must live outside of Brevard, Orange, Seminole, Osceola, Indian River, and Volusia Counties;
  - 2. The party is on active military duty outside of Brevard County;
  - 3. The party is incarcerated.
- b. Any party requesting to appear by telephone shall submit a current Financial Affidavit and proof of income to the Mediation Office at least ten (10) business days prior to the mediation or their request will not be granted, and they will be expected to appear in person. Failure to do so will result in a report to the Court of "Failure to Appear."

8. **RECORD KEEPING:**

The Family Mediation Program shall keep a record of the case name, number, assigning judge, mediator, the attorneys, and the outcome of the mediation in all cases referred to the Family Mediation Program.

DONE AND ORDERED this 16th day of November, 2011.

ALAN A. DICKEY  
ALAN A. DICKEY  
CHIEF JUDGE

Distribution:

All Circuit and County Judges (Brevard County)  
Court Administration (Brevard and Seminole Counties)  
Clerk of Court (Brevard County)  
State Attorney (Brevard County)  
Public Defender (Brevard County)  
Sheriff (Brevard County)  
Bar Association (Brevard County)  
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Family Mediation (Brevard County)  
County Civil Mediation (Brevard County)

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY,  
FLORIDA.

**ADMINISTRATIVE ORDER NO.**  
**07-20-B AMENDED**  
**SUPERSEDES 07-20-B**

**IN RE: DOMESTIC RELATIONS - COLLABORATIVE CONFLICT RESOLUTION IN  
DISSOLUTION OF MARRIAGE CASES**

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**WHEREAS** the courts of the Eighteenth Judicial Circuit in and for Brevard County believe that the collaborative conflict alternative dispute resolution model may be a suitable alternative to full scale adversarial litigation in cases involving dissolution of marriage should the parties so agree and

**WHEREAS** beginning in the 1990's the collaborative conflict alternative dispute resolution model has been adopted in several states both by common law and by statute, in the United States of America and

**WHEREAS** by means of example the Chief Judge of the State of New York Judith S. Kaye in her 2007 State of the Judiciary address stated the following concerning collaborative conflict alternative dispute resolution at page 11 of her 27-page address on February 26, 2007:

Collaborative Family Law Center

"Finally in the area of matrimonials, the Miller Commission concluded that, when used appropriately, ADR can reduce the delay expense and trauma of divorce. Following upon that conclusion, this year we will open the first court-based Collaborative Family Law Center in the nation. Parties and their attorneys who participate in this process agree, either before commencing an action or on court referral, to use their best efforts to resolve all issues relating to dissolution of marriage with minimum conflict and without litigation. The end result is a settlement agreement, which can then be used to obtain a divorce. Our new Center, situated in downtown Manhattan, will serve New York City's five counties. There we will train attorneys, provide space for participants, and connect families with professional service such as child development specialists, financial services, mental health service and substance abuse treatment. We anticipate the spouses who choose this approach will find that the financial and emotional cost of divorce is reduced for everyone involved, surely a step in the right direction."

It is noteworthy that this Collaborative Law Center was enacted by the courts in New York without legislative approval and is a pilot project for the state.

**NOW THEREFORE** pursuant to the statutory authority vested in the Chief Judge by Rule 2.215 of the Florida Rules of Judicial

Administration and section 43.26 Florida Statutes it is **ORDERED** that:

1. The collaborative conflict alternative resolution model is authorized in Brevard County, Florida to resolve dissolution of marriage, and all attendant issues therein according to the following definitions and specifications herein.
2. The collaborative conflict alternative resolution model is defined as a method of resolving dispute through structured assistance of collaborative professionals including lawyers, mental health professionals and financial planners.
3. If the parties and professionals desire to engage in collaborative conflict resolution they shall enter into a contractual commitment to negotiate a settlement without using the court system to decide any issues of the parties. A representative contractual commitment is attached hereto and made a part hereof as Exhibit 1.
4. The parties may participate in collaborative conflict alternative dispute resolution either before or after a petition for dissolution of marriage is filed. After a petition for dissolution of marriage is filed, if the parties are going to participate in collaborative conflict alternative dispute resolution, they must file the agreement to do so. That will abate court proceedings until either a hearing for an uncontested dissolution of marriage or a motion to withdraw by counsel is heard by the court. If the collaborative conflict alternative dispute resolution process is utilized prior to filing a petition of dissolution, the agreement must be filed when the petition for dissolution of marriage is filed. Thereafter the court proceedings will be abated until a hearing for an uncontested dissolution of marriage or a motion to withdraw is heard by the court.
5. Part of that contractual agreement is that counsel will withdraw from any further representation of the parties if an agreement is not reached.
6. The mental health professionals and financial planners engaged are disqualified from testifying as witnesses, expert or otherwise, regarding the case, and their writings are inadmissible in any judicial proceedings.
7. In order for a proper resolution of the case to occur, the parties agree to make a full and candid exchange of information. This includes full disclosure of the nature and extent of all assets, liabilities, and income of the parties and all relevant information concerning the parties' children. Any material change in the information provided must be promptly updated. No formal discovery procedures will be used requiring court order.
8. The parties agree to maintain the confidentiality of any

oral or written communication relating to the subject matter of the dispute made by the parties or their lawyers or other participants in the collaborative conflict alternative resolution proceedings.

9. The lawyers and consultants are entitled to be paid for their services. The parties agree to pay them as part of their contract. If necessary, one party may be asked to pay all or a disproportionate share of the fees when the assets, liabilities, and income of the parties are compared. The determination of fees is subject to the collaborative agreement process also.

10. The rules of collaborative professionals are as follows: The mental health professional may afford the child an opportunity to voice his or her concerns. As to the parties, the mental health professional is neutral and available to both parents in coaching them on the described activities:

- a. Prioritize concerns.
- b. Help develop conflict resolution skills.
- c. Develop co-parenting skills.
- d. Enhance communication skills.
- e. Reduce misunderstandings.
- f. Assist in working toward resolution.

The financial professional is available to both parties and likewise neutral and will assist in the following activities:

- a. Provide each party with necessary financial planning regarding the division of assets, liabilities and support, both child and spousal.
- b. Provide analysis of the nature and composition of specific marital assets (e.g. retirement, capital gain consideration, tax implication, etc.).
- c. Take responsibility for neutrally gathering all relevant financial information.
- d. Assist development for and understanding of any valuation processes.
- e. Assist with estate planning issues.

The lawyers advise and counsel their respective clients. As they guide their client through the process, they analyze choices and consequences, evaluate costs and benefits of the choices, facilitate negotiation, and create written agreements.

11. During the collaborative conflict alternative dispute resolution process, the court will not adjudicate any dispute between the parties. If an agreement is reached, counsel will ask the court to approve the settlement agreement. If a settlement agreement is not reached, all collaborative law counsel will move to withdraw from further representation. During the time the parties are engaging in

collaborative conflict alternative dispute resolution procedure, the court will not set a hearing or trial in the case, or impose discovery deadlines, or require compliance with scheduling orders, or dismiss the case. If the collaborative conflict resolution procedures result in a settlement, the case will be scheduled for a hearing on an uncontested dissolution of marriage. The parties will provide status reports to the court every 90 days, beginning from the date the signed collaborative law participation agreement is filed with the clerk.

DONE AND ORDERED this 1st day of AUGUST, 2007.

CLAYTON D. SIMMONS  
CLAYTON D. SIMMONS  
CHIEF JUDGE

Distribution:

All Circuit and County Judges (Brevard County)  
Court Administration (Brevard & Seminole County)  
Clerk of Court (Brevard County)  
State Attorney (Brevard County)  
Public Defender (Brevard County)  
Sheriff (Brevard County)  
Bar Association (Brevard County)  
Law Library (Brevard County)

**"EXHIBIT 1"**

**COLLABORATIVE LAW  
PARTICIPATION AGREEMENT**

**PURPOSE**

(PARTY 1) and (PARTY 2) (the "parties") have chosen to use Collaborative Law to resolve their family differences. (PARTY 1) has engaged (LAWYER) and (PARTY 2) has engaged (LAWYER 2) as collaborative lawyers. The parties and their lawyers acknowledge that the essence of collaborative law is the shared belief that it is in the best interests of parties and their families to commit themselves to avoiding litigation.

We adopt this conflict resolution process, which relies on honesty, cooperation, integrity, and professionalism geared toward the future well-being of the restructured family. Our goal is to eliminate the negative economic, social, and emotional consequences of litigation. We commit to the collaborative law process to resolve our differences justly and equitably.

**COMMITMENTS**

We commit to a collaborative problem-solving process which is based on:

1. Identification of the values, goals and interests of each party;
2. Our empowerment to make decisions;
3. The collaborative lawyers' assistance to their respective clients in identifying issues, analyzing relevant information, developing options, and understanding their consequences.

**COMMUNICATIONS**

We agree to effectively and honestly communicate with each other. All written and verbal communications between us will be respectful and constructive. Settlement meetings will be focused on those issues necessary to the constructive resolution of the matter. We agree not to engage in unnecessary discussions of past events.

To maintain an objective and constructive process, we agree to discuss settlement of issues with each other only in the settlement conference setting, unless we agree otherwise. Settlement issues will not be discussed at unannounced times by telephone calls or appearances at the other party's residence or place of employment. The lawyers will meet together to plan agendas for settlement meetings and to draft or review documents, but no agreements will be made by the lawyers on behalf of the parties.

We shall maintain a high standard of integrity and shall not take advantage of each other or of known mistakes, errors of fact or law, miscalculations or other inconsistencies, but shall identify and correct them. However, a party may choose not to make known an error which disadvantages only that party.

**Include the next two paragraphs if a minor child is involved:**

We acknowledge that inappropriate communications regarding our dispute can be harmful to our child(ren). Communication with the minor child(ren) regarding disputed issues will occur only as agreed by us and our lawyers.

Our goal is to reach an agreement that promotes the best interests of the child(ren). Neither of us will seek a custody evaluation while the matter is in the collaborative law process. No collaborative lawyer will interview the minor child(ren) unless both of us agree, and the child(ren)'s therapist or neutral child specialist, if any, approves.

**ALLIED PROFESSIONALS, EXPERTS AND ADVISORS**

If allied professionals, experts or advisors (hereinafter referred to as "consultants") are needed, we will engage them jointly. We may engage consultants for purposes of valuation, cash flow analysis, tax issues, parenting issues, and any other issue that requires expert advice and/or recommendations, such as coaching by mental health professionals. We will agree in advance how consultants' fees will be paid. The consultants engaged are disqualified from testifying as witnesses, expert or otherwise, regarding this matter and their writings are inadmissible in any judicial proceeding in this matter. This disqualification does not apply to individuals engaged by the parties to assist them in other matters independent of the collaborative law process, such as preparation of tax returns and estate planning.

Consultants may communicate with each other, the parties, their lawyers, and any lawyers consulted for a second opinion during the collaborative law process.

**INFORMATION**

We agree to make such full and candid exchange of information as is necessary to make a proper evaluation of the case, including, but not limited to, full disclosure of the nature, extent, value of - and all developments affecting - our income, assets and liabilities, and all relevant matters concerning our child(ren). Any material change in information previously provided must be promptly updated. We authorize our respective lawyers to fully disclose all information which, in the lawyer's judgment, must be provided to other participants in order to fulfill this commitment.

No formal discovery procedures will be used unless specifically agreed to in advance. However, we may be required to sign a sworn statement making full and fair disclosure of our income, assets, and debts (a sworn inventory and appraisal).

We agree to maintain the confidentiality of any oral or written communications relating to the subject matter of the dispute made by

us or our lawyers or other participants in the collaborative law process, whether before or after the institution of formal judicial proceedings. The collaborative law process is a form of settlement conference involving compromise negotiations. All communications, whether oral or written, and conduct of any party, lawyer, or consultant in the collaborative process constitute compromise negotiations under section 90.408 Florida Statutes and are, therefore, inadmissible. We agree that any oral communication or written material used in or made a part of the collaborative law process will only be admissible or discoverable if it is admissible or discoverable independent of the process. This paragraph does not apply to reports of abuse or neglect required by law, or to any sworn documents prepared in this matter, or to a fully executed collaborative law settlement agreement.

A party and/or his or her collaborative lawyer is free to disclose all information to either party's successor lawyer or to a lawyer hired to render a second opinion for that party.

#### **AGREEMENTS**

We may agree to the entry of temporary orders as in other family law matters. We agree to abide by the terms of the code of conduct set out as Exhibit "A" until it is modified by court order or written agreement. We understand that this agreement shall remain enforceable as a contract between the parties and may be the basis for a claim against the party violating its terms in the event of termination of this process. In such event, the collaborative lawyers shall withdraw as lawyers of record and, if required, shall consent to the substitution of litigation lawyers.

Any written agreement, whether partial or final, which is signed by us and our respective collaborative lawyers, may be filed with the court as a collaborative law settlement agreement. Such an agreement is retroactive to the date of the written agreement and may be made as the basis of a court order. The collaborative lawyers shall cooperate in preparing the documents necessary to effectuate the parties' agreement. Either or both collaborative lawyers shall be permitted to appear in court to have agreed judgment(s) entered.

#### **LEGAL PROCESS**

**Suspension of Court Intervention.** The parties and the lawyers agree that court intervention shall be suspended while the parties are using collaborative law procedures. Seeking court intervention for a judicially-imposed decision regarding a disputed issue automatically terminates the process.

**Court Proceedings.** The lawyers' representation is limited to the collaborative law process. Once the process is terminated, neither lawyer can participate in the pending matter in any manner, nor can

the lawyer subsequently represent either party in a proceeding against the other.

No motion or document will be prepared or filed which would initiate court intervention, other than a Petition for Dissolution of Marriage, an Answer and Counter Petition, and Answer thereto. No hearing shall be set thereafter, other than to enter agreed orders and judgments or to withdraw as counsel.

**Termination by Party.** A party who has decided to terminate the collaborative law process shall notify his or her lawyer in writing. That party's lawyer shall then give prompt written notice to the other party through his or her lawyer and the court. Upon notice of termination of the process to the other lawyer, there will be a 30-day waiting period (unless there is an emergency) before any court hearing to permit each party to engage another lawyer and make an orderly transition. All written agreements shall remain effective until modified by agreement or court order. Either party may bring this provision to the attention of the court in requesting a postponement of a hearing.

If the process is terminated, whether by a party or a lawyer, both lawyers shall withdraw from the representation. If a party chooses to terminate the collaborative process by seeking court involvement, both lawyers shall withdraw from the representation. Neither collaborative lawyer (including any lawyer associated in the practice of law with the collaborative process) may serve as a litigation lawyer in this case or in any other matters between the parties thereafter. Each lawyer will cooperate in transferring the file to a new lawyer.

**Termination by Lawyer.** If a party refuses to disclose the existence of information which, in the lawyer's judgment, must be provided to other participants, or proposes to take an action that would compromise the integrity of the process, the collaborative law process must be terminated. If a party refuses to do so, their respective lawyer is authorized to terminate the process.

**Withdrawal of Lawyer.** Either collaborative lawyer may withdraw unilaterally from the collaborative law process by giving three days' written notice to his or her client and the other collaborative lawyer. Notice of withdrawal of a collaborative lawyer does not necessarily terminate the collaborative law process; however, in order for the process to continue, the party whose lawyer has withdrawn must engage a new collaborative lawyer who will agree in writing to be bound by this Participation Agreement. If the party whose lawyer has withdrawn chooses to represent himself or herself, the collaborative law process terminates and the other lawyer must withdraw.

**LAWYER'S FEES AND EXPENSES**

We understand that the lawyers and consultants are entitled to be paid for their services. We agree to make funds available to pay these fees. We understand that, if necessary, one party may be asked to pay all fees (including fees of the other party's lawyer) from his or her salary or from separate funds. We agree that, to the extent possible, all lawyers' fees and expenses (including consultant's fees) incurred by both parties shall be paid in full prior to entry of a final judgment.

**UNDERSTANDINGS**

We understand that each collaborative lawyer is independent from the other and each represents his or her client only in the collaborative law process. We further understand that each collaborative lawyer is an advocate for his or her client only. No legal duty, by contract or otherwise, is owed to a party by the other party's collaborative lawyer. No lawyer-client relationship exists between one party's collaborative lawyer and the other party by virtue of this Participation Agreement or the collaborative process.

We acknowledge that there is no guarantee that the collaborative process will be successful in resolving the matter. The process cannot eliminate concerns about the differences that have led to the current conflict. We are expected to assert their own interests and their respective collaborative lawyers will help each of them to do so. The process, even with full and honest disclosure, can involve intense good-faith negotiation, but best efforts will be used to create proposals that meet the interests of both parties. Compromise may be needed to reach a settlement of all issues. Although the likely outcome of a litigated result may be discussed, the threat of litigation will not be used.

We understand that by agreeing to this process, we are giving up certain rights, including the right to conduct formal discovery, the right to participate in adversarial court hearings and other procedures provided by the adversarial legal system, unless the process is terminated. The terms of this agreement may be modified only by written agreement signed by all participants. However, the prohibition against either lawyer representing their client in contested matters against the other party may not be modified. Both parties and their respective collaborative lawyers hereby pledge to comply with and to promote the spirit and letter of this agreement. Both parties and their collaborative lawyers acknowledge that they have read this agreement, understand its terms and conditions, and agree to abide by them.

Signed on \_\_\_\_\_.

(PARTY 1)  
Street Address  
City, State, Zip code

(PARTY 2)  
Street Address  
City, State, Zip code

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(LAWYER 1)  
Lawyer for (PARTY 1)  
SBN #  
Street Address  
City, State, Zip code  
Office Phone  
Fax Number

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(LAWYER 2)  
Lawyer for (PARTY 2)  
SBN #  
Street Address  
City, State, Zip code  
Office Phone  
Fax Number

**Exhibit "A"**  
**CODE OF CONDUCT**

The parties agree NOT to:

1. Communicate with the other party in an offensive manner.
2. Place telephone calls without a legitimate purpose of communication.
3. Destroy, remove, conceal, encumber, transfer, or otherwise harm or reduce the value of the property of one or both of the parties.
4. Falsify in writing or falsely record information relating to the property of either party.
5. Damage or destroy the tangible property of one or both of the parties, including any document that represents or embodies anything of value.
6. Tamper with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, thereby causing monetary loss to the other party.
7. Sell, transfer, assign, mortgage, encumber, or in any other manner alienate any of the property of either party, whether personally or realty, and whether separate or community, except as specifically agreed to in writing.
8. Incur any indebtedness, including but not limited to borrowing against any credit line or unreasonably using credit cards or cash advances against credit or bank cards, except as specifically agreed to in writing, or as specified in this agreement.
9. Make withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically agreed to in writing, or as specified in this agreement.
10. Spend any sum of cash in the possession of or subject to the control of either party for any purpose, except as specifically agreed to in writing, or as specified in this agreement.
11. Withdraw or borrow in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account, except as specifically agreed to in writing.
12. Enter any safe-deposit box in the name of or subject to the control of either party, whether individually or jointly with others, unless the parties accompany each other and jointly enter the box for the sole purpose of inventorying or dividing its contents by mutual agreement.
13. Withdraw or borrow in any manner all or any part of the cash surrender value of life insurance policies on the life of either party, except as specifically agreed to in writing.
14. Change or in any manner alter the beneficiary designation on any pension, retirement plan or insurance policy, except as specifically agreed to in writing.
15. Cancel, alter, fail to renew or pay premium, permit to lapse or in any manner affect or reduce the value of the present level of coverage of any life, disability, casualty, automobile, or health insurance policies insuring the parties' property or persons, except as specifically agreed to in writing.
16. Change any provisions of any existing trust or will or execute a new trust or will without the prior written consent of the other

- party.
17. Terminate or in any manner affect the service of water, electricity, gas, telephone, cable, television, or other contractual services, such as security, pest control, landscaping, or yard maintenance, at the residence of the other party or in any manner attempt to withdraw any deposits for service in connection with those services, except as specifically agreed to in writing.
  18. Exclude the other party from the use and enjoyment of his or her respective residence.
  19. Enter or remain on the premises of the residence of the other party without the other's consent.
  20. Open or divert mail addressed to the other party, except as specifically agreed to in writing.
  21. Sign or endorse the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempt to negotiate any negotiable instrument payable to the parties or the other party without the personal signature of the other party.
  22. Take any action to terminate or limit credit or charge cards in the name of the parties or the other party, except as specifically agreed to in writing.
  23. Transfer balances between credit cards or open new credit card amounts, except as specifically agreed to in advance in writing by the parties.
  24. Pay more than the outstanding balance owed on a credit card or charge account, except as specifically agreed to in writing.
  25. Take any actions to freeze or put a hold on any account with any financial institution from which the other party has the right to withdraw funds for purposes consistent with the authorizations contained in this agreement.
  26. Operate or exercise control over the motor vehicles in the possession of the other party, except as specifically agreed to by the parties.
  27. Discontinue or reduce the withholding for federal income taxes on either party's wages or salary, except as specifically agreed to in writing.
  28. Destroy, dispose of, or alter any financial records of the parties, including but not limited to records from financial institutions (including canceled checks and deposit slips), all records of credit purchases or cash advances, tax returns, and financial statements.
  29. Destroy, dispose of, or alter any relevant e-mail or other electronic data, whether stored on a hard drive or on a diskette or other electronic storage device.
  30. Conduct surveillance of the other party's activities, including the use of an investigator, detective or other individual paid for or engaged by a party or third party, or use of electronic listening or tracking devices until this collaborative law process is terminated.
  31. Engage in services of a stand-by litigation lawyer so long as the collaborative law process continues.
  32. Exercise any stock options and warrants except as specifically authorized in advance by written agreement of the parties.
  33. Exercise any general or limited power of attorney, whether or not recorded, granted by one party to the other.
  34. Pay any indebtedness owed by the parties by either of them prior

- to the date the indebtedness is due, unless agreed to specifically in writing by the parties.
35. Create or contribute to, or reduce the value of or withdraw from or terminate, any trust of any kind or nature except as specifically authorized in advance by written agreement of the parties.
  36. Make any gift of any kind or nature, other than usual and customary gifts to family members of either party or mutual friends or their child(ren).
  37. Create or contribute to any Uniform Gifts/Transfers to Minor Act accounts or any trust of any kind or nature, except as specifically agreed to in advance in writing by the parties.
  38. File any extension or form with the Internal Revenue Service with regard to federal tax liability for any years of the marriage that limits the other party's choice of filing status, unless agreed to in advance in writing by the parties.
  39. File any federal income tax return or amendment to any federal income tax return for any year of the marriage during the pendency of the matter without first providing a true and correct copy of such proposed return to the lawyer of record for the other party at least 14 days in advance of the proposed tender to the Internal Revenue Service. This shall apply whether or not such filing is proposed to be by electronic methods or hard copy filing.

Either party may:

1. Make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, entertainment, education and medical care.
2. Make expenditures and incur indebtedness for reasonable lawyer's fees and consultants' fees and expenses in connection with this matter.
3. Make withdrawals from accounts in financial institutions only for the purposes authorized by this agreement.
4. Engage in acts, make expenditures, incur indebtedness, make investments, and acquire, sell and transfer assets, as is reasonable and necessary to the conduct of either party's usual investment activities, business and occupation, subject to all such activities being fully disclosed and accounted for to the other party.

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY,  
FLORIDA

**ADMINISTRATIVE ORDER NO:**  
**08-33-B**  
**SUPERSEDES 05-16-B AMENDED**

**IN RE:       DOMESTIC RELATIONS - FAMILY DIVISION - STANDING TEMPORARY  
              DOMESTIC RELATIONS ORDER**

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Whereas certain issues recur in actions for dissolution of marriage and other actions in which child custody is an issue raised in the pleadings of either party, and it is in the best interest of the parties and the children to order certain temporary relief, it is hereby Ordered and Adjudged as follows in all such cases:

1.   RELOCATION OF CHILDREN:

Neither party shall remove, cause to be removed, or permit the removal of any minor child(ren) of the parties from the State of Florida without the written agreement of both parties or an order from the court.

2.   CHILD SUPPORT:

In many circumstances, child support will ultimately be ordered retroactive to the date the initial petition for relief was filed. To avoid the accumulation of retroactive arrearages, the court encourages the non-residential parent to immediately begin making voluntary payments of child support even prior to the entry of an order requiring payment of support. The parties should review Section 61.30 Florida Statutes to assist in determining an appropriate child support amount.

3.   NON-DISPARAGEMENT:

Neither party shall disparage the other party to or in the presence of the minor child(ren), nor permit any third person to do so.

4. MUTUAL RESTRAINING ORDER:

Both parties are enjoined from committing any physical acts of violence against the other. Both parties are further enjoined from threatening any acts of physical violence against the other.

5. NO HARASSMENT:

Both parties are enjoined from harassing the other party, whether by telephone or in person, or otherwise, at home or the other parties' place of employment or any other place the other party may be found.

6. INSURANCE POLICIES (applicable to Dissolution of Marriage cases only):

Any insurance policies, including but not limited to health, auto, life, homeowners, disability, etc., in effect at the time of the filing of the Petition for Dissolution of Marriage shall not be cancelled, modified, borrowed against, pledged or otherwise encumbered by either of the parties, or at the direction of either party, unless there is written consent by both parties or an order of the court.

7. PROPERTY (applicable to Dissolution of Marriage cases only):

Property generally includes all assets acquired during marriage, individually or jointly, such as gifts to each other during marriage; all vested and non-vested benefits, rights and funds accrued during marriage in retirement, pension, profit sharing, annuities, deferred compensation, insurance plans and programs; land, houses, buildings, furniture, TVs, VCRs, appliances, household furnishings, motor vehicles, boats, motorcycles, aircraft, stocks, bonds, mutual funds, money market accounts, IRAs, 401-Ks and other liquid or non-liquid assets, including cash accumulations. Neither party shall sell, donate, pledge, encumber, or otherwise dispose of any marital or non-marital property without the prior written consent of the other party or court order other than cash, checking accounts or other sources of funds customarily used to pay ongoing living expenses of the

parties or marital debt or other recurring marital obligations of the parties, limited to the amounts actually required to pay those recurring obligations.

8. READING FAMILY LAW ADMINISTRATIVE ORDERS:

The parties to a dissolution of marriage action are required to read certain administrative orders located at the 18<sup>th</sup> Judicial Circuit website: [www.flcourts18.org](http://www.flcourts18.org). The parties thereafter will file a statement with the clerk of the court that they have read the orders identified on the website. Counsel representing the parties will distribute the Standing Temporary Domestic Relations order to their clients. A pro-se petitioner who files a petition for dissolution of marriage will be furnished this order by the clerk of the court when they file a petition for dissolution of marriage.

9. TERM OF THIS ORDER:

This order shall remain in full force and effect until the entry of a final judgment, a dismissal of the cause, or until the entry of a subsequent temporary order, whichever shall occur first.

Done and Ordered this 24th day of November, 2008.

CLAYTON D. SIMMONS  
CLAYTON D. SIMMONS  
CHIEF JUDGE

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IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT

ADMINISTRATIVE ORDER NO:  
**11-24 AMENDED**  
**SUPERSEDES 11-24**

**IN RE: DOMESTIC RELATIONS - FAMILY DIVISION - MODEL FAMILY COURT**

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— **WHEREAS**, the Eighteenth Judicial Circuit is committed to developing a fully integrated, comprehensive approach to handling all cases involving children and families;<sup>1</sup>

**WHEREAS**, the Florida Supreme Court has adopted the following guiding principles as a foundation for defining and implementing a model family court;<sup>2</sup>

Children should live in safe and permanent homes;

The needs and best interests of children should be the primary consideration of any family court;

All persons, whether children or adults, should be treated with objectivity, sensitivity, dignity and respect;

Cases involving inter-related family law issues should be consolidated or coordinated to maximize use of court resources to avoid conflicting decisions and to minimize inconvenience to the families;

Family court processes should attempt to address the family's interrelated legal and non-legal problems, empower families through skills development, assist them to resolve their own disputes, provide access to appropriate services, and offer a variety of dispute resolution forums where the family can resolve problems without additional emotional trauma;

Whenever possible, parties and their attorneys should be empowered to select processes for addressing issues in their cases that are compatible with the family's needs, financial circumstances, and legal requirements;

The court is responsible for managing its cases with due consideration of the needs of the family, the litigants,

and the issues presented by the case;

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<sup>1</sup>In re Report of the Commission on Family Courts, 633 So.2d 14, 17 (Fla. 1994).

<sup>2</sup>See In re Report of the Family Court Steering Committee, 794 So.2d 518, 522 (Fla. 2001).

There should be a means of differentiating among cases so that judicial resources are conserved and cases are diverted to non-judicial and quasi-judicial personnel for resolution, when appropriate and consistent with the ends of justice;

Trial courts must coordinate and maximize court resources and establish linkages with community resources;

The court's role in family restructuring is to identify services and craft solutions that are appropriate for long-term stability and that minimize the need for subsequent court action;

Court services should be available to litigants at a reasonable cost and accessible without economic discrimination; and

Courts should have well-trained and highly-motivated judicial and non-judicial personnel.

**NOW, THEREFORE**, pursuant to the authority vested in me as the Chief Judge of the Eighteenth Judicial Circuit, in order to establish a Family Division that will meet the requirements of the Florida Supreme Court articulated In re Report of the Family Court Steering Committee, 794 So.2d 518 (Fla. 2001), and to better serve the needs of the citizens of the state of Florida, it is hereby ORDERED as follows:

**I. JURISDICTION**

The Family Court Division of the Eighteenth Judicial Circuit shall include, at a minimum, the following types of cases:<sup>3</sup>

- A. dissolution of marriage
- B. division and distribution of property arising out of dissolution of marriage
- C. annulment
- D. support unconnected with dissolution of marriage
- E. paternity
- F. child support
- G. URESA/UIFSA
- H. custodial care of and access to children
- I. adoption
- J. name change
- K. declaratory judgment actions related to premarital, marital, or post marital agreements
- L. civil domestic and repeat violence injunctions
- M. juvenile dependency
- N. termination of parental rights
- O. juvenile delinquency
- P. emancipation of a minor
- Q. CINS/FINS
- R. truancy

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<sup>3</sup>REQUIREMENT: See In re Report of the Family Court Steering Committee, 794 So.2d 518, 525 (Fla. 2001)

- S. marchman acts
- T. modification and enforcement of orders entered in these cases.

**II. ADMINISTRATIVE FAMILY LAW JUDGE**

Pursuant to Rule 2.050(b)(5), Rules of Judicial Administration, an administrative judge for the Family Division shall be designated to oversee and coordinate the Eighteenth Judicial Circuit's comprehensive response to children and families in litigation. The Administrative Family Judge will manage the Family Division and be responsible for:

- A. Coordinating the circuit's development of the overall plan for implementation of the family court concept;
- B. Developing proposed policy, operating procedures, and administrative orders for implementation of the circuit's plan;
- C. Monitoring and reporting progress toward implementation;
- D. Coordinating the development of resources that may be required by various courts dealing with family matters (e.g., guardian ad litem, mediation services, drug referral and treatment, home studies, parenting classes, parenting coordinators, etc.) and assessing the possible integration of cases regarding involuntary commitments for drug and alcohol dependency or mental health, and as appropriate, guardianships;
- E. Developing and facilitating communications with court-related entities on policy with respect to family cases, including but not limited to state attorneys, public defenders, the Department of Children and Families, the Department of Revenue, the Department of Juvenile Justice, hearing officers, magistrates, mediators, community social services entities, clerk of courts, and law enforcement agencies; and
- F. Developing a means of orienting judges newly assigned to matters affecting children and families to the family court concept for integrating the court's response to cases involving the same family, including directing them to appropriate initial and continuing judicial education offerings and reference materials.

**IIA. FAMILY ADMINISTRATIVE JUDGES\_**

Because of the size of the Eighteenth Judicial Circuit, it is necessary to designate a separate administrative judge for both Brevard County and Seminole County. However, one of the two family administrative judges will be designated as the Circuit's Family Division Administrative Judge with primary supervisory responsibilities. The administrative judges shall work together to ensure genuine coordination of cases and a coordinated approach to the overall handling of cases and utilization of resources.

**III. ROTATION OF JUDGES**

Judges are assigned for one year rotation periods. Judges who are assigned to the Family Division for the first time or who have not served in the Family Division for two years, should receive mandatory training in the fundamentals of family law, domestic violence,

juvenile dependency, and juvenile delinquency before assuming the assignment or within 60 days (when reasonably possible) after assuming the assignment.

It is the policy of the Eighteenth Judicial Circuit to ensure that all judges receive proper orientation and are well prepared to undertake their judicial assignments. Therefore, the chief judge will designate an experienced Family Division judge to function as a mentor to judges entering the division.

**IV. ESSENTIAL ELEMENTS**

**A. CASE MANAGEMENT**

To the extent that existing staff and resources can be allocated, the Family Division shall receive case management services and support, including, but not limited to, the timely referral of cases to mediation, the timely referral of litigants with minor children to classes which help educate parents on ways to assist their minor children cope with their parents' separation, the referral of cases to the general magistrate, when appropriate, the scheduling of cases for pre-trial or status conferences, and the scheduling of cases for trial. Additionally, to the extent existing staff or resources can be allocated, the family division shall receive case management services and support to enable the family court judge to be aware of and to be able to identify all collateral cases affecting the parties involved.

**B. SELF HELP**

The Eighteenth Judicial Circuit shall ensure that Self Help programs exist so that litigants are provided with Florida Supreme Court approved forms, instructions, definitions, and procedural information consistent with Rule 12.750, Florida Family Law Rules of Procedure. As part of its intake function, the clerk of the circuit court shall provide ministerial assistance to pro se litigants. Ministerial assistance shall not include the providing of legal advice.

**C. DOMESTIC VIOLENCE**

The Family Division Administrative Judge shall work with other judges within the division to develop a policy to ensure that the cases involving domestic violence are identified and managed in a manner that is organized, timely, and sensitive to the special dynamics involved in these cases.

**D. ALTERNATIVE DISPUTE RESOLUTION**

It is the policy of the Eighteenth Judicial Circuit to make maximum use of alternative dispute resolution (ADR) of family matters and issues as authorized by sections 44.102 and 39.4075, Florida Statutes, and Florida Family Law Rules of Procedure 12.740 and 12.741 and Florida Juvenile Rule of Procedure 8.290.

The court shall take necessary steps to ensure that a party who has been the victim of domestic violence and who does not wish to participate in mediation is not ordered to attend mediation.

**E. GUARDIAN AD LITEM ("GAL")**

The Eighteenth Judicial Circuit will coordinate with the GAL Program to ensure representation of the best interests of children involved in cases with allegations of abuse, abandonment, and neglect.

**F. GENERAL MAGISTRATES**

General Magistrates may be utilized to supplement the work of judges within the Family Division when a presiding judge determines that referral of a case is appropriate and consent of the parties is obtained. Referrals shall be made in accordance with relevant Rules of Juvenile and Family Procedure and any applicable administrative orders.

**G. CUSTODY EVALUATION**

To the extent existing staff and resources can be allocated, the family division shall receive home study reports from court evaluators in those cases involving a high degree of conflict and/or those cases involving allegations of abandonment, abuse, or neglect. To the extent the financial resources of the parties permit, judges may also order custody evaluations to be performed by mental health professionals.

**H. SUPERVISED VISITATION**

A list of approved supervision centers in each county shall be made available to each family division judge as well as to the Clerk's office.

**I. PARENTING EDUCATION**

Pursuant to section 61.21, Florida Statutes, all parties to dissolution of marriage proceeding with minor children or a paternity action which involves issues of parental responsibility shall be required to complete the parent education and family stabilization course prior to the entry of the court's final judgment.

**J. COUNSELING SERVICES/TREATMENT PROGRAMS**

Under the leadership of the Family Division Administrative Judge and in consultation with the Family Law Advisory Group, and others, the Eighteenth Judicial Circuit will develop strategies to enable the courts to be able to advise litigants of counseling services and treatment programs available in the appropriate county. Additionally, the strategies shall ensure that compliance is monitored when such services are court-ordered.

**K. SECURITY**

Judges in the Family Division are aware of the special security issues attendant to family law matters. The Chief Judge shall consult and cooperate with the local sheriffs' departments to develop a plan to ensure that adequate and sufficient security personnel and equipment are available to ensure that Family Divisions are safe environments for judges, non-judicial staff, and the public.

**L. TECHNOLOGY**

The Eighteenth Judicial Circuit shall use available technology to access information essential to case management and coordination, to print forms and notices immediately, to generate statistical reports, to provide public and inter-

agency access to records, and to allow teleconferencing and appearance of witnesses by electronic means.

**V. IDENTIFICATION AND COORDINATION OF RELATED CASES**

**A. Provisions applicable to both Brevard and Seminole Counties.**

1. The Eighteenth Circuit's plan for coordination of cases is based on the coordinated management model adopted by the Florida Supreme Court and is designed to take into account the individual needs and resources within each county in the circuit. Each county will utilize the one family - one team model, with a goal of having the vast majority of time-sharing decisions regarding a minor child be made by a single judge.
2. In identifying related cases, the Eighteenth Circuit recognizes that many family cases involve individuals and issues that are interrelated, but do not involve a family relationship or children. The case manager or the clerk will determine if any of the parties or children have pending or closed family cases. If they have pending or closed family cases, the Court will decide whether all or some of the cases should be assigned to the same judge or coordinated to conserve judicial resources, avoid inconsistent court orders, and eliminate multiple appearances on the same issue. Upon the filing of a case in the Family Division, the clerk shall conduct a search of existing family law cases to determine the existence of other litigation involving the same family. Additionally, at the time of the filing, the parties and/or their attorneys shall be required to complete an information sheet indicating, as appropriate, the existence of prior or pending cases involving the same parties. If possible, the party/attorney shall set forth the style, case number, and date of disposition of the case.
3. Cases involving the same child(ren) in family law cases and juvenile dependency cases are defined as cross-over cases. These cross-over cases shall be consolidated and assigned to the dependency division judge unless otherwise ordered by such judge.
4. A pending Department of Revenue action for child support and a pending dissolution of marriage action or paternity case involving the same children shall be treated as companion cases until a Final Judgment is entered in the dissolution or paternity case. At that time the Department of Revenue case shall automatically be consolidated with the dissolution or paternity case and arrearages or credits from the prior Department of Revenue action will be transferred to the dissolution or paternity case. An exception to this order is a Department of Revenue action brought only for the purpose of recovering prior private public assistance payments. Such actions will not be consolidated with the dissolution or paternity case.

**B. Provisions applicable to Brevard County only:**

1. There shall be a unified family court division which will be presided over by the dependency division judge. Where there is a delinquency case filed against a minor child and such child is also the subject of an on-going dependency case, the delinquency division judge may refer such matter to the dependency division judge. The unified family court/dependency division judge will have the sole discretion to determine if such case will be accepted in the unified family court division after determining whether the acceptance of such case in the unified family court division will be in the child's best interest.

2. Cases involving the same parties in domestic violence cases and family law cases are defined as cross-over cases. If the family law case is filed first, the clerk will be directed to assign the cross-over domestic violence case to the judicial division which is handling the existing family law case. If a domestic violence case is filed first, the clerk will be similarly directed to assign the subsequently filed cross-over family law case to the judicial division which is assigned or within the past 6 months was assigned the domestic violence case.

**C. Provisions applicable to Seminole County Only:**

1. There shall be two unified family court divisions which will be presided over by the judges assigned to the dependency/delinquency divisions. Where there is a delinquency case filed against a minor child and such child is also the subject of an on-going dependency case, the delinquency/dependency judge may order the two cases be heard in a consolidated proceeding after determining such consolidation would be in the best interest of the minor child.

2. Cases involving the same parties in Unified Family Court injunctions and family law cases are defined as cross-over cases. If the family law case is filed first, the clerk will be directed to assign the cross-over Unified Family Court injunction to the judicial division which is handling the existing family law case. If the Unified Family Court injunction case is filed first, the clerk will be similarly directed to assign the subsequently filed cross-over family law case to the judicial division which is assigned or was previously assigned the Unified Family Court injunction even if the prior petition was dismissed. A Unified Family Court injunction is defined as a Petition for Injunction for Protection Against Domestic Violence where the domestic violence relationship arises as a result of the parties being currently or previously married, or if not currently or previously married, where the parties have a minor child in common.

**VI. FAMILY LAW ADVISORY GROUP**

The success of any family court is dependent upon effective communication among all stakeholders both in the judicial system and in the community. In each county, there is established a family law advisory group. The chair of the family law advisory group shall either be the administrative family judge or a family division judge appointed by the administrative family judge. Membership of the group shall be open to interested parties, to include but not be limited to, a representative from each of the following:

- Judge(s), Domestic Relations
- Judges(s), Dependency
- Judge(s), Domestic Violence
- Judges(s), Delinquency
- Hearing Officer
- General Magistrate
- Trial Court Administrator
- Case Manager
- Self Help Center Director
- Clerk of Court
- Clerk's Office Staff
- Mediators
- Guardian ad Litem
- Custody Evaluators
- Parenting Course Providers
- Supervised Visitation Providers
- Parenting Coordinators
- Process Servers
- Private Attorneys
- Public Defenders
- State Attorneys
- Legal Services/Legal Aid
- Department of Revenue
- Department of Children and Families
- Department of Juvenile Justice
- School Board/Dept. of Education
- Law Enforcement
- Local Government Officials
- Community Organizers
- Parents and Children (Consumers)
- Certified Public Accountants
- Faith-based Community Programs
- Domestic Violence Advocates/Shelter Staff
- Substance Abuse and Mental Health Providers
- Batterers' Intervention Providers

Local Colleges, University Professionals

The Family Law Advisory Group shall meet quarterly, or more often, upon the call of the chairperson. The report on the progress of the group in meeting the goals of the model family court shall be submitted to the Chief Judge by December 1st of each year.

This Administrative Order shall become effective upon signing.

DONE AND ORDERED this 29TH day of November, 2011.

ALAN A. DICKEY

ALAN A. DICKEY  
CHIEF JUDGE

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