



Fonda L. Jovick

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435 W. Hanley Ave., Ste 102

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### AGREEMENT TO MEDIATE

The undersigned parties are attempting to resolve a dispute and agree to diligently and in good faith work to resolve all contested issues. To this end, the parties designate and retain **Erik P. Smith** to work with them in an effort to mediate said issues. The parties further agree as follows:

1. In the event that the parties are able to successfully resolve and reach agreement regarding any or all of the contested issues, their mutual understanding will be reduced to writing and upon their mutual consent will be incorporated into a mediation statement. Any tentative agreement reached between the parties during mediation will be subject to review by the parties' respective counsel prior to submission to any court.
2. **The fee for mediation services is \$400.00 per hour, with a minimum payment of five hours (\$2000.00) required upon commencement of mediation. In addition, there is a one-time administrative fee of \$150.00 to be equally divided among the parties, also due prior to mediation. It is our understanding that the parties will equally share the cost of mediation (\$1075.00 per party) unless otherwise agreed.** At the conclusion of mediation, any additional mediation time beyond the initial four hours, time for drafting of the agreement and review time by mediator are due at time of service and will be charged to the payment source on file.
3. Mediation sessions shall be charged in units of ¼ hour and any portion of ¼ hour shall be charged as a full ¼ hour. This office will require payment of all services on the date of mediation. Mediation services shall include all time necessary for effecting the mediation objectives including convening, scheduling sessions, preparation of mediation outlines and correspondence, drafting documents as a result of the mediation session, review of relevant documents, conferences with counsel, and telephone conversations with the parties or counsel. Mediation services not involved in mediation sessions will be charged in minimum units of 1/10<sup>th</sup> of an hour. Fees paid by the attorney's office will be billed monthly and shall be due and payable within 30 days of billing. Interest will be charged at the rate of 12% per annum (1% per month) on billed unpaid balances.
4. If either of the parties fails to comply with their agreement regarding the mediator's compensation, he/she shall be entitled to withdraw forthwith from providing any further services in connection with the mediation proceedings.
5. The parties acknowledge that although all mediators at River's Edge Mediation Center, LLC. are licensed attorneys in the State of Idaho, the mediator is not acting as the attorney for the parties, or either of them, in mediating their dispute. The parties herein shall rely on the independent advice and counsel of their respective attorneys regarding the legal import and consequences of signing this agreement and of entering into any agreement ultimately reached by the parties in the mediation process.



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6. The parties agree that breach of this agreement would cause irreparable injury and that monetary damages would be an inadequate remedy since the parties are relying upon this agreement in disclosing sensitive personal information. The parties therefore agree and stipulate that any party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement. Parties agree that if any party breaches this agreement, that party shall be liable for and shall indemnify the mediator for all costs, expenses, liabilities and fees, including attorney's fees that may be incurred as a result of such breach.

Dated: \_\_\_\_\_

Signed prior to the commencement of the mediation session by each of the parties whose signatures appear below.

PARTIES:

\_\_\_\_\_  
Kootenai County, Plaintiff

\_\_\_\_\_  
Nancy Gaudette, Defendant, pro se

\_\_\_\_\_  
Stanley T Mortensen, Attorney for Plaintiff

\_\_\_\_\_  
Kyle Cromer, Defendant

