

BAY TO BAY MEDIATION

**William B. Bowles, Jr.,
Florida Supreme Court
Certified Circuit Civil Mediator**

**111 2nd Avenue NE Suite 360
St. Petersburg, Florida, 33701
Phone (727) 377-1919**

DATE

CASE NO:

Attached please find the Mediation Engagement, Confirmation and Disclosure Agreement setting forth the terms and conditions of the above-referenced mediation as well as the policies of this office.

Please also refer to our website, www.baytobaymediation.com, for additional information on our mediation practice, office procedures and logistics. The website includes an "Introduction to Mediation" which can be shared with clients unfamiliar with the mediation process.

The mediation is scheduled for four (4) hours unless otherwise agreed to and confirmed in writing.

Please forward any mediation summary or any other records or reports that may be relevant to the issues of this case and helpful in my preparation for this mediation.

Thank you again for selecting me as your Mediator. I look forward to working with you to resolve the issues between the parties.

Yours Truly,

Bay to Bay Mediation

William B. Bowles, Jr.

William B. Bowles, Jr.

WBB/wbb
Enclosure

MEDIATION ENGAGEMENT, CONFIRMATION AND DISCLOSURE AGREEMENT

Case No:

This Agreement will confirm that a mediation conference in the above case has been scheduled.

The conference will be held via Zoom videoconference. Zoom link to be provided by the Mediator's office prior to mediation. The mediator will be William B. Bowles Jr., Florida Supreme Court Certified Circuit Civil Mediator. The engagement for mediation services is with the understanding that this Agreement will control and govern the terms and conditions of the Mediation.

SCHEDULE:

Mediations are reserved/scheduled in 4-hour slots for morning or afternoon sessions. If you wish to reserve more than 4 hours or all day, please let us know and confirm it in any Notice or other written confirmation of the mediation. Otherwise, we assume only 4 hours is reserved. This will help avoid scheduling conflicts.

Given the current dynamics and demand for continued Zoom mediations, we are offering in-person mediations for Hillsborough and Pinellas counties only. At this time, mediation in any other counties must be conducted by Zoom videoconference or other means of audio/video conference. Please confirm this with our office and all counsel.

FEES:

Mediation time will be charged at the rate of \$400 per hour (\$200.00 per hour, per party for two party mediations) and time is computed to the next half hour. For "multiparty" mediations with three (3) parties, the rate is \$150.00 per hour, per party. For mediations with four (4) or more parties the rate is \$135.00 per hour, per party (the rate is capped at \$135.00 per hour and shall be divided equally by all parties). "Parties" refers to the named parties to the litigation as well as any interested parties voluntarily participating in the mediation process. The mediator is entitled to compensation for all time spent on the case, including, but not limited to, preparation time, telephone conferences, attendance at the mediation conference, collection efforts (including attorney fees and costs), preparation of the parties' agreement and the Mediation Results Report to the Court. **NOTE: There is no charge for follow-up.**

Parties agree to waive any part of a Court Order inconsistent with the above hourly rate(s).

Please note that these fees include reasonable and necessary expenses incurred by the mediator such as clerical and postage costs, etc., but we reserve the right to charge for extraordinary expenses.

There is a three and one half (3.5) hour minimum charge for all mediations unless agreed to by the mediator. Also, unless otherwise agreed to by the parties, the participating parties shall divide the mediation fees equally.

If a full day is reserved, there will be a seven (7) hour minimum charge.

CANCELLATION POLICY:

The mediator in this case has been engaged to conduct this mediation. As such, we are accepting this engagement to the exclusion of other work for the day and the time which has been reserved. Due to the difficulty of scheduling a new case when there is a cancellation, the time and expenses already incurred in scheduling and preparing of the cancelled conference, and the positive effect a scheduled conference can have in settlement negotiations, the following policies have been adopted: In the event this mediation is cancelled within five (5) business days of the scheduled conference, there will be a three and one-half (3.5) hour minimum charge divided equally by all parties. Unless the parties in the case agree on who should pay the cancellation fee, all parties, through their attorneys, if any, shall be financially responsible for their share.

All cancellations should be done so in writing or by email with the agreement of all parties and counsel, if any.

PAYMENT:

Law firms and lawyers – not their clients – will be billed and are responsible for the Mediation Bill. Payment is due within ten (10) days of the date of the bill and is not conditioned on settlement or receipt of settlement funds. Past due bills will accrue interest at the highest legal rate and will result in additional charges for time and fees spent on collection. Pro Se parties (those not represented by attorneys) must pre-pay a \$1000.00 deposit prior to mediation.

APPLICABLE LAW, CONFIDENTIALITY & MEDIATOR IMMUNITY:

Whether Mediation is pre-suit, Court ordered or voluntary, the Mediation Confidentiality and Privilege Act (§44.401, et seq. Fla. Stat.), Fla.R.Civ.P. Rule 1.700, et seq and/or Federal Rules of Civil Procedure, and local rules of Court in which the case is venued shall apply. All mediation communications are confidential. Mediators are immune from liability, including all forms of negligence, arising from performance of mediation work. Mediators are also immune from providing written, deposition or trial testimony relating in any way to any mediation conducted by them. The Parties agree to extend the Mediator Confidentiality and Privilege Act, confidentiality, and mediator immunity to any negotiation or settlement-related activity by the mediator that occurs at any time after the mediation.

ATTENDANCE & SETTLEMENT AUTHORITY/TELEPHONIC OR VIDEOCONFERENCE ATTENDANCE:

Mediators have no role in or responsibility for compliance with, enforcement of, or sanctions associated with Rule 1.720, Fla.R.Civ.P. as to mediation appearance, attendance or settlement authority of any party, party representative, counsel of record, or insurance carrier representative.

(Fla.R.Civ.P. Rule 1.720 Committee Note (e)). The Parties may agree to tele-videoconference attendance. Please advise our office, and Parties/Counsel should coordinate the method of tele-videoconference (see Zoom Conferencing Addendum attached).

ACCEPTANCE OF TERMS:

IF YOU OBJECT TO ANY TERMS OF THIS LETTER, CONTACT ME IN WRITING WITHIN 5 BUSINESS DAYS OF THE EMAIL CONVEYING THE LETTER. OTHERWISE, ALL TERMS SHALL BE DEEMED ACCEPTED BY RECIPIENTS, THEIR CLIENTS AND ANYONE ATTENDING MEDIATION WITH THEM. COMMENCEMENT OF MEDIATION AND ENGAGEMENT OF THE MEDIATOR ARE WITH THE EXPRESS UNDERSTANDING AND AGREEMENT OF THESE TERMS.

OBJECTION TO MEDIATION RATE OF COMPENSATION MAY BE MADE BY SERVING OBJECTION UPON ALL PARTIES AND MEDIATOR PRIOR TO MEDIATION (Fla.R.Civ.P. Rule 1.720(k))

Thank you again for engaging my mediation services. I look forward to working with you. Please let me know if you have any questions or need assistance.

William B. Bowles, Jr.

**IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA
CIVIL DIVISION**

,

Plaintiff,

vs.

**CASE NO:
DIVISION:**

,

Defendant.

_____ /

MEDIATION STIPULATION AND AGREEMENT

The parties below, through their undersigned counsel, if any, stipulate that all parties in this case agree to using the following mediator pursuant to the terms, conditions and policies set forth in the Mediation Engagement, Confirmation and Disclosure Agreement:

NAME: William B. Bowles, Jr., Certified Circuit Court Mediator, Bay to Bay Mediation
ADDRESS: 111 2nd Avenue NE Suite 360, St. Petersburg, FL 33701
PHONE: 727-377-1919

The parties and counsel also hereby stipulate that all matters raised in mediation shall remain privileged and confidential unless waived by all parties and the mediator. Also, the parties and counsel further stipulate the mediator shall be immune from testimony, deposition and liability, including all forms of negligence, whether a Court ordered or voluntary mediation.

Dated this _____ day of _____, 2023.

, Esq.
Counsel for Plaintiff

, Esq.
Counsel for Defendant

, Plaintiff

, Defendant