**Jefferson County Mediation Services**
700 Jefferson County Parkway, Suite 220
Golden, CO 80401
303-271-5060 Phone
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# Agreement to Mediate

This is an agreement between or among the following persons: _____
_____
_____
(hereafter referred to as "the parties") and Jefferson County Mediation Services (hereafter referred to as "JCMS"), as represented by _____ and _____, volunteer mediators for JCMS. The parties have entered into mediation with each other with the assistance of JCMS volunteers with the intention of reaching a consensual settlement of their dispute regarding_____. The provisions of this agreement are as follows:

1. The mediators are neutrals who will work with the parties to reach their own settlement. They will not decide who is "right" and who is "wrong" or tell the parties what to do (unless the parties and the mediators have agreed at the beginning of the process that, at some point, one or both of the mediators shall act as an arbitrator to decide the case).

2. The mediators *will not* serve as legal advisors to the parties. In this regard, they *will not* offer legal counsel of any kind. If such legal advice is required by any of the parties, he or she is advised to retain his or her own attorney to receive it.

3. For mediation to be an effective conflict resolution tool, open and honest communications must occur. Therefore, all mediation session notes and other written and oral communications occurring during the course of mediation will be treated as confidential by the mediators, and by the parties.

    a. The volunteer mediators will *not* reveal anything discussed during mediation without the written consent of all parties and the mediators. Mediators are *not* required to maintain confidentiality if the mediation communication reveals the intent to commit a felony, inflict bodily harm, or threaten the safety of a child under the age of eighteen (18) years.

    b. All parties to this mediation agree that they will not at any time, before, during or after mediation, call the mediators or anyone associated with JCMS as witnesses in any legal or administrative proceeding concerning this dispute. To the extent that parties may have a right to call these persons, that right is hereby waived.

    c. All parties agree not to subpoena or demand the production of any records or notes of the mediators once the mediation is completed. To the extent that they may have a right to demand such documents (if the documents exist), that right is hereby waived.

    d. The exception to the above statements is that any documentation which is allowed by law to be made public, including formal written agreements made and signed by the parties, and this signed Agreement to Mediate, may be used in any relevant proceeding unless required to remain confidential by the parties.

e. Neither the parties nor the mediator(s) will make any audio or video record of these mediation meetings or any communications related to them (e.g., telephone calls between a mediator and a party) unless all individuals involved in that communication have previously agreed to said audio or video record (i.e., all parties and mediators in a mediation meeting or all individuals involved in a telephone call). No such records will be made by anyone connected with this mediation without full disclosure.

4. Full disclosure of all relevant and pertinent information is essential to the mediation process. Therefore, all parties will completely and honestly disclose to all other parties and to the mediators all relevant information and documents. For example, this would include providing these persons with all information and documentation that would typically be made available through the discovery process in a legal proceeding. Failure to make such full disclosure by any party may invalidate any written agreement reached in mediation.

5. While all parties intend to continue with mediation until a written agreement is reached, it is understood that any or all of the parties may withdraw from mediation at any time. It is agreed that if one or more of the parties decides to withdraw from mediation, a sincere effort will be made to discuss this decision in the presence of all parties and the mediators. It may also be appropriate for a party to withdraw from mediation by speaking only with the mediator(s).

6. If the mediators determine that the conflict under consideration cannot be resolved through mediation, the process can be terminated once this has been conveyed to the JCMS Administrator and the parties and confirmed in writing.

7. If a scheduling conflict occurs, and any party or mediator is unable to attend a scheduled mediation session, the person with the scheduling conflict will contact one of the mediators, the JCMS Administrator, or the Corrections office at least 24 hours in advance of the scheduled session to allow everyone involved (parties and mediators) to be contacted to reschedule the session.

8. When an agreement is reached, the mediators will prepare a Memorandum of Understanding (or equivalent document). Each party should carefully review this document (consulting with counsel, as necessary) before this written agreement is finalized and signed by the parties and the mediators.

9. ***Jefferson County Mediation Services cannot dismiss or request dismissal of any charges that may be related to this mediation case.*** The parties understand that they must appear at their next scheduled court date (if any) concerning any charges related to this mediation unless otherwise advised by the Court or the District Attorney's office. Failure to appear may result in the issuance of a Bench Warrant for arrest. If any party does not know the date and time of his/her next scheduled court appearance, he/she may contact the clerk of the assigned judge for that information. Successful mediation may be a factor considered by the District Attorney in resolving a court case relating to this mediation.

- ❑ Checking the box at left indicates you do not want this document distributed to the referring agency, any interested governmental entity, or the public.

**All persons present at the mediation session must sign this Agreement.**

*I have read, understand and agree to each of the provisions of this agreement.*

| Print Name | Signature | Date |
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JCMS Case # _____



Erase Form