



AGREEMENT TO MEDIATE

In consideration of receiving services from the Interlocal Conflict Resolution Group, we agree to enter into this mediation in **good faith** by sincerely attempting to resolve this dispute.

We understand that mediation is a **voluntary** process and that any party may withdraw at any time. We also understand that any settlement agreement must be mutually acceptable to the parties.

We understand that the sole function of the mediators assigned to this case is to act as **impartial** facilitators of the process. We understand that the mediator(s) will not act as a judge or arbitrator; represent or advocate for any party; or provide legal advice. We understand that it is the responsibility of each party to get any needed legal advice for the mediation from someone other than the mediator(s). We understand that we are encouraged to seek legal advice at any time.

We understand that all mediation communications will be **confidential**, unless the parties agree otherwise, except for the Agreement to Mediate, the Settlement Agreement, and threats of harm to persons or property. It is understood that limited disclosures may be made by mediation participants when required by law, written workplace policy, or safety concerns. It is also understood that the Interlocal Conflict Resolution Group may make non-identifying disclosures for educational and/or research purposes.

We understand that mediation communications are also **privileged**, which means they cannot be disclosed in any later formal settings (e.g.: administrative, arbitral, or legal proceedings) under the Washington Uniform Mediation Act (UMA), RCW Chapter 7.07, except mediation communications that relate to threats of harm, criminal activity, professional misconduct or abuse of a vulnerable person, and this Agreement to Mediate and the Settlement Agreement. We understand that any observers attending the mediation are mediators in training and shall be considered "mediators" for purposes of determining their privilege under the UMA. Finally, documents and evidence that existed before the mediation do not become privileged by reason of their use in the mediation.

By signing this document, we agree not to subpoena the Mediator(s) or any observers to testify or produce records, notes or work products in any legal, administrative or arbitral proceedings. We agree to **hold harmless**, in any future legal or administrative proceedings any Interlocal Conflict Resolution Group employee, volunteer and/or mediator. No recordings or other stenographic records will be made during the mediation.

Dated _____, 200__.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attention City of Seattle Employees: A copy of this agreement may be reviewed by the City's ADR Program for quality review purposes.