



EL PASO
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AGENDA

El Paso Dispute Resolution Council Meeting

Tuesday, July 28th, 2026

500 E. San Antonio, Law Library Suite 1202

El Paso, Texas 79901

12 PM MDT

This agenda has been posted at <https://www.riocog.org/current-meetings/>

If you have any questions or need additional assistance, please contact us at 915-533-0998 x 133 or 119.

I. Open Meeting

Regular Agenda

- II. Approval the April 27, 2026 El Paso Dispute Resolution Center Council Meeting Minutes. (Presented by the Honorable Jesus Rodriguez, DRC Vice-Chairperson)
- III. Approve the El Paso Dispute Resolution Center's updated Mediation Documents. (Presented by Marisa Quintanilla, Regional Services Director)
- IV. Approve the El Paso Dispute Resolution Center's updated Volunteer Mediator Handbook (Presented by Marisa Quintanilla, Regional Services Director)
- V. Review, discuss and receive an update on the El Paso Dispute Resolution Center Program Activities. (Presented by Marisa Quintanilla, Regional Services Director)
- VI. Review, discuss and receive an update on the El Paso Dispute Resolution Center- Juvenile Adolescent Family Violence Mediation Program. (Presented by Dr. Krystia Reed, Assistant Professor – Department of Psychology)
- VII. Approve the El Paso Dispute Resolution Center's Settlement Week. (Presented by Marisa Quintanilla, Regional Services Director)
- VIII. Other Business
- IX. Adjournment



El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

- II. Approval the April 27th, 2026 El Paso Dispute Resolution Council Meeting minutes.
(Presented by the Honorable Jesus Rodriguez)

Information:

Attached to this staff report are the minutes from the El Paso Dispute Resolution Council Meeting on April 27, 2026 for consideration of approval.

Attachments:

Meeting minutes from April 27, 2026.



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El Paso Dispute Resolution Center Council Meeting

Date: April 27th, 2026

Location: El Paso County- Law Library

500 E. San Antonio, Law Library Suite 1202

El Paso, Texas 79901

Open Meeting

The El Paso Dispute Resolution Center Council meeting was called to order at 12:05 p.m. Members in attendance were:

Council Members' Present:

- Honorable Joe Gonzalez
- Honorable Victor Salas (Proxy for Judge Selina Saenz)
- Ms. Kelli Childress
- Honorable Jesus Rodriguez
- Honorable M. Sue Kurita
- Mr. Brian Stanley
- Mr. Mark Briggs (Chairperson)
- Mr. Sal Leos (Proxy for Chief Rosie Medina)
- Mr. Cesar Llanez, Citizen at Large
- Ms. Celia Torres

Council Members Not Present:

- Honorable Josh Herrera
- Honorable Commissioner Butler

Other Attendees:

- Mr. Joel Bishop, Ex-Officio
- Mr. Jacob Meils
- Dr. Krystia Reed
- Ms. Ashley Vaughn Stercula
- Ms. Angela V. St. Julien, CEO – Yes Mediate
- Ms. Bria Jordan, Executive Assistance – Yes Mediate
- Mr. Mike Soto (Staff)
- Ms. Jennifer Cortez (Staff)
- Ms. Diana Valdez (RIOCOG General Counsel)
- Ms. Marisa Quintanilla

I. Welcome and Introductions

Ms. Angela St. Julian and Ms. Brea Jordan introduced themselves to the Council and spoke briefly about their company, Yes, Mediate! and founders of the non-profit organization, "Yes Community, Peace Project" located in Houston TX.

II. Approval of the Minutes of the Council Meeting held October 28th, 2025

Discuss and Act Upon As Needed

Council members reviewed the minutes of the previous meeting held on October 28th, 2025. Judge Joe



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Gonzalez motioned to approve the minutes, with Judge Kurita seconding the motion. The meeting minutes were unanimously approved.

III. El Paso Dispute Resolution Center – Program Updates

Information Item; No Action Required

Ms. Quintanilla provided a summary of the Dispute Resolution Center's recent partnership with Language Line Solutions, which provides interpretation services for non-English-speaking mediation participants. Ms. Quintanilla explained that the service offers certified interpreters who can assist participants during mediations through video interpretation.

Ms. Quintanilla informed the Council that the program has already been used successfully in several mediations and highlighted a recent case involving a Russian-speaking participant, marking the first time the DRC required a Russian interpreter. Language Line was able to quickly accommodate the request, and the mediation proceeded successfully.

Ms. Quintanilla also noted that interpreters can be arranged in advance when a language need is known or added during a mediation if a participant requests interpretation services. Finally, she discussed the affordability of the service, stating that the cost is approximately \$0.65 per minute for Zoom-based interpretation services.

Ms. Quintanilla then provided an update on the organization's database maintenance project, which is being developed in collaboration with UTEP students from the Business Intelligence Analytics Society. The project is nearing completion, with a virtual server and dedicated email system already secured to support the database operations.

The remaining phase involves implementing the AI component and obtaining the necessary tokens to help manage and move cases through the data management system more efficiently. Ms. Quintanilla also stated that she expects the project to be completed within the next couple of months.

Ms. Quintanilla then turned the discussion to Mr. Jacob Melis and asked whether there was still interest in partnering with UTEP students on future county projects.

Next, Ms. Quintanilla informed the Council that the DRC recently presented to the Civil Law Committee regarding the organization's website and its newly implemented online referral functionality. A special thanks were given to Judge Kurita for helping coordinate participation with Judge Baeza and Judge Morales, which gave the DRC the opportunity to present its updated referral process.

The presentation highlighted how referrals can now be submitted directly through the website, making the process more efficient and accessible while reducing the need for back-and-forth email communication. Ms. Quintanilla emphasized the importance of continued education and outreach to ensure court coordinators and judges are aware of the streamlined referral system.

Ms. Quintanilla also provided an update on the DRC's recent 40-hour mediation training conducted for 17 UTEP students participating in Dr. Reed's Legal Decisions Lab. The students are also involved in an ongoing study connected with the DRC and Juvenile Probation. Ms. Quintanilla also described the training as highly successful, with trainers observing significant personal and professional growth among the students throughout the training. Although many of the students were initially reserved and quiet, they became more confident and engaged by the end of the training through mediation role-play exercises in which they assumed the role of mediators, plaintiffs, and defendants.

Dr. Reed informed the Council that as part of UTEP's course, students observed three mediations



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throughout the semester and completed reflective papers on their experiences. Dr. Reed noted substantial growth in the students' reflections and understanding of the mediation process over time.

Mr. Briggs added that he also integrated students into live mediation discussions, particularly during Zoom sessions, by asking them to share observations and perspectives about the parties involved and the mediation dynamics. Their perspectives and increasing confidence were viewed very positively, and there was strong support for continuing the program in the future.

Ms. Quintanilla also discussed the need to hold a formal recognition or certificate ceremony for the students, as a planned in-person celebration had been disrupted by inclement weather and moved the training online. Additionally, students expressed to Dr. Reed that the in-person components of the training were significantly more valuable than virtual learning, particularly for developing mediation skills.

Finally, Ms. Quintanilla highlighted the DRC's participation in the Texas Association of Mediators Professional Development Conference in Austin. The conference provided valuable networking opportunities for mediators and program partners, including connections made by Dr. Reed and Ms. Ashley Vaughn with other professionals in the field such as Angela St. Julien and Ms. Brea Jordan.

IV. El Paso Dispute Resolution Center-Juvenile Adolescent Family Mediation Program Update *Information Item; No Action Required:*

Ms. Quintanilla introduced Dr. Krystia Reed, who provided a PowerPoint presentation to the Council focused on the ongoing program evaluation of the Adolescent Family Violence Mediation Program, an initiative aimed at addressing family conflicts involving juveniles through mediation rather than traditional court processing. Dr. Reed explained that adolescent family violence is one of the most common charges in El Paso, and the mediation program seeks to improve communication and collaboration within families while reducing recurring conflict.

Dr. Reed further explained that the evaluation is being conducted in partnership with the DRC and UTEP, including Ms. Ashley Vaughn Stercula, a graduate student who recently completed her thesis. Dr. Reed noted that similar programs appear to be uncommon nationwide, and very little data exists on their effectiveness. The project's goal is to better understand how mediation impacts family relationships, communication, and long-term outcomes. The study seeks to assess whether mediation can serve as an effective alternative to traditional court intervention while promoting healthier family interactions and reducing future conflict.

Dr. Reed also explained that her Research Analysis team, composed of UTEP students, have been surveying families immediately before mediation, immediately after mediation, and again approximately three months later. The surveys assess family dynamics, perceptions of the mediation process, communication, respect, and willingness to follow mediated agreements. She added that Mediators are also completing brief surveys to help them evaluate whether mediator observations can predict long-term success.

Dr. Reed continued her presentation, discussing the preliminary findings from 18 families with 46 participants, which show generally positive outcomes. She indicates that about 85% of participants reported reaching agreements through mediation, and many indicated improved communication and confidence in their family relationships immediately after the sessions. According to Dr. Reed, the participants also reported feeling heard and respected during mediation and expressed strong willingness to recommend mediation to others. Some families commented that they wished they had accessed



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mediation earlier before conflicts escalated into legal involvement.

Dr. Reed also identified emerging patterns in the conflicts, particularly disputes stemming from parents taking away children's cell phones, which appeared frequently in the cases reviewed. Dr. Reed hopes that identifying these trends may eventually support broader community prevention strategies.

Dr. Reeds further indicated that the study revealed additional observations about participation dynamics. In some mediations, not all individuals directly involved in the conflict were present, often because participants were unsure who should attend or because minors were excluded. Dr. Reed notably observed that some additional family members attended sessions even if they were not directly involved in the dispute.

Dr. Reed concluded her presentation discussing the challenges associated with long-term follow-up participation, particularly due to work schedules and time constraints faced by parents. Participants currently receive financial incentives for completing surveys, and researchers acknowledged that participation rates would likely decline without compensation. The discussion also explored future possibilities for shortening surveys, using QR-code-based surveys, and securing additional grant funding through organizations such as the American Psychology Law Society, the El Paso Bar Foundation, the State Bar of Texas, and other mediation related organizations to assist the financial incentives.

Dr. Reed's presentation also highlighted the educational component of the project. She informed the Council that sixteen UTEP students completed the mediation training and observed mediations throughout the semester, with some students expressing interest in continuing to volunteer as mediators. Council members praised the project for providing valuable insight into mediation outcomes and contributing important research to both mediation practice and psychology law.

V. Mediation Settlement Week Discuss and Act Upon As Needed

Ms. Quintanilla discussed the potential of bringing back Settlement Week, an initiative previously coordinated by the Dispute Resolution Center that was phased out several years ago.

Ms. Quintanilla informed the Council that discussions were held with Mr. Briggs and former DRC staff member Ms. Stela Rodriguez, who previously coordinated Settlement Week. After reviewing the process, they proposed reintroducing Settlement Week as a project in September.

Ms. Quintanilla further added that preliminary conversations were also held with Judge Kurita, Judge Baeza, Judge Morales, and Judge Rodriguez to assess judicial interest and willingness to refer cases. The goal is to determine whether there is sufficient demand, accessibility and effectiveness before expanding the program to additional courts in future years.

The Council expressed support for the initiative, noting that Settlement Week had been a successful program in the past but had gradually disappeared around the early 2000s. Judge Jesus Rodriguez offered the possibility of including family law cases through his docket.

Mr. Briggs asked whether there was a motion to move forward with planning and implementation of Settlement Week. A motion was made by Ms. Celia Torres and seconded by Judge Jesus Rodriguez and was unanimously approved by Council members.



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The Council members also discussed logistics of Settlement Week, including whether mediations should be conducted in-person, online, or through a hybrid approach. The consensus was that the format should remain flexible and be determined by the circumstances of each case. While the courthouse conference rooms and jury rooms could serve as a central location for in-person mediations, online participation should remain available when it improves accessibility to non-local participants or efficiency.

VI. Other Business: Community Peace Plan Presentation & Closing Business

Ms. Quintanilla introduced Angela St. Julian. Ms. St. Julian provided an overview of Yes, Mediate! And her non-profit organization, Yes, Community Peace Project Plan, a comprehensive framework designed to help communities prepare for, respond to, and recover from mass violence and other traumatic community events. Drawing from both professional and personal experiences with mass shootings, Ms. St. Julian emphasized that mediators, conflict resolution professionals, counselors, and community leaders have a unique role to play in helping communities heal and restore peace after critical incidents.

Listed below were the takeaways from the Community Peace Plan Presentation:

- Community Peace Plan is designed to help communities prepare for, respond to, and recover from mass violence and other traumatic events.
- The plan focuses on three phases:
 - Prevention – teaching conflict resolution and peer mediation skills.
 - De-escalation – identifying and responding to escalating conflicts before they become violent.
 - Response and Recovery – helping communities heal and rebuild after critical incidents.
- School-Based Peer Mediation
- Expanding peer mediation programs in schools.
- Student mediators would help resolve conflicts among their peers.
Programs would be overseen by school counselors and involve junior high and high school students.
- **Dispute Resolution Bus**
 - A proposed "Dispute Resolution Bus" would serve as a mobile mediation center.
 - The bus would travel between schools and provide a dedicated space for student mediation sessions.
 - The concept is similar to existing STEM and mobile library buses.
- Emergency Preparedness Integration.
- The Community Peace Plan encourages communities to include mediators, counselors, and conflict resolution professionals in emergency response planning.
- The goal is to create organized community responses to crises and support long-term healing. Importance of Face-to-Face Mediation, while virtual mediation has value, in-person interaction promotes stronger human connection, trust, and civility.

Next Meeting July 28, 2026.

XI. Adjournment:

Mr. Mark Briggs requested a motion to adjourn the meeting at 1 PM. Mr. Salvador Leos made the motion, which was seconded by Celia Torres. The motion carried unanimously; meeting adjourned at 1:15 PM.



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El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

III. Approve the El Paso Dispute Resolution Center's updated mediation documents. (Presented by Marisa Quintanilla, Regional Services Director)

Information:

Attached to this staff report are the redline and clean versions of the mediation documents for consideration of approval.

Attachments:

Mediation Intake Form
Letter of Acknowledgement
Pre-Mediation Disclosure Statement
Memorandum of Agreement
Juvenile Probation Department Agreement



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MEDIATION INTAKE FORM

Case: _____ Scheduled: _____ Type: _____

Case Classification (Check One):

Auto Accident ☐ Year: _____ Make: _____ Model: _____

Family ☐ Consumer/Merchant ☐ Contract ☐ Personal Injury ☐

Neighbor ☐ Landlord/Tenant ☐ Employment ☐ Auto Repair ☐ Other ☐

COMPLAINANT DATA

Primary Language (Check One): English ☐ Spanish ☐

Referred By: _____

Name: _____
First Middle Last

Primary phone: _____ Secondary phone: _____ Email: _____

Address: _____
Street City State Zip Code

RESPONDENT DATA

Primary Language (Check One): English ☐ Spanish ☐

Referred By: _____

Name: _____
First Middle Last

Primary phone: _____ Secondary phone: _____ Email: _____

Address: _____
Street City State Zip Code

Mediation proceedings are **highly confidential and voluntary** in nature and **are not subject to disclosure in a Court of Law**, unless the information can be discovered independently of the Mediation (Sec. 154.073(c) Texas Civil Practice and Remedies Code), so **by my signature below**: I acknowledge the importance of preserving the confidentiality of the process and **I agree not to subpoena or hold responsible: the Mediators, the Staff of the EPDRC, the Staff of the RGC&G-RIOCOG or the RGC&G-RIOCOG Board of Directors**, for the outcome of this case in litigation or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation.

Complainant Signature: _____ Date: _____

Continued in the back

Please provide a brief description of your case in the lines below.

Describe Dispute: _____

Solution Desired: _____

A \$50.00 ~~NON-REFUNDABLE~~ ~~MEDIATION FILING~~ FEE FOR
NEIGHBORHOOD CASES AND A ~~\$250.00-300.00~~ ~~NON-REFUNDABLE~~
~~MEDIATION FEE PER PARTY FOR FAMILY CASES IS TO BE PAID AT THE~~
~~TIME OF FILING COMPLAINT PRIOR TO MEDIATION.~~
ALL INFORMATION REQUESTED MUST BE PROVIDED IN ORDER TO PROCESS THE INTAKE.

If the Complainant fails to contact the DRC to confirm their intent to proceed, it will be
presumed that the Complainant no longer wishes to participate in mediation, and the
mediation session will be deemed no longer necessary. UPON RECEIPT OF LETTER IF
COMPLAINANT DOES NOT CALL IN TO CONFIRM WE WILL CONSIDER MEDIATION
SESSION IS NO LONGER NEEDED.

Initials: _____

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MEDIATION INTAKE FORM

Case:

Scheduled:

Type:

Case Classification (Check One):

Auto Accident ☐ Year: _____ Make: _____ Model: _____

Family ☐ Consumer/Merchant ☐ Contract ☐ Personal Injury ☐

Neighbor ☐ Landlord/Tenant ☐ Employment ☐ Auto Repair ☐ Other ☐

COMPLAINANT DATA

Primary Language (Check One):

English ☐

Spanish ☐

Referred By: _____

Name: _____
First Middle Last

Primary phone: _____ Secondary phone: _____ Email: _____

Address: _____
Street City State Zip Code

RESPONDENT DATA

Primary Language (Check One):

English ☐

Spanish ☐

Referred By: _____

Name: _____
First Middle Last

Primary phone: _____ Secondary phone: _____ Email: _____

Address: _____
Street City State Zip Code

Mediation proceedings are highly confidential and voluntary in nature and are not subject to disclosure in a Court of Law, unless the information can be discovered independently of the Mediation (Sec. 154.073(c) Texas Civil Practice and Remedies Code), so by my signature below: I acknowledge the importance of preserving the confidentiality of the process and I agree not to subpoena or hold responsible: the Mediators, the Staff of the EPDRC, the Staff of the RIOCOG or the RIOCOG Board of Directors, for the outcome of this case in litigation or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation.

Complainant Signature: _____

Date: _____

Continued in the back

Please provide a brief description of your case in the lines below.

Describe Dispute: _____

Solution Desired: _____

**A \$50.00 NON-REFUNDABLE MEDIATION FEE FOR NEIGHBORHOOD
CASES ~~AND A \$-300.00 NON-REFUNDABLE MEDIATION FEE PER PARTY~~
FOR FAMILY CASES IS TO BE PAID PRIOR TO MEDIATION.
ALL INFORMATION REQUESTED MUST BE PROVIDED IN ORDER TO PROCESS THE INTAKE.**

If the Complainant fails to contact the DRC to confirm their intent to proceed, it will be presumed that the Complainant no longer wishes to participate in mediation, and the mediation session will be deemed no longer necessary.

Initials: _____

El Paso Dispute Resolution Center
8037 Lockheed, Ste. 100
El Paso, Texas 79925



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www.elpasodrc.org

LETTER OF ACKNOWLEDGEMENT

I/We acknowledge the receipt of the attached documents for CASE which include the Mediation Agreement, Confidentiality Agreement, and the rules for Mediation. We are presently examining the documents and will address any questions we may have before returning this document to the El Paso Dispute Resolution Center.

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This acknowledgment form will be returned to the Dispute Resolution Center within 7 business days of receiving it.

Plaintiff's Name (print)	Date	Plaintiff's Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____

Plaintiff's Attorney Name (print)	Date	Plaintiff's Attorney signature	Date
_____	_____	_____	_____
_____	_____	_____	_____

Defendant's Name (print)	Defendant's Signature	Date
_____	_____	_____
_____	_____	_____

Defendant's Attorney Name (print)	Defendant's Attorney Signature	Date
_____	_____	_____
_____	_____	_____

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AGREEMENT TO MEDIATE

This is an Agreement to participate in a mediation. The parties understand and agree that mediation is a voluntary process, which may be terminated at any time.

The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend mediation without the consent of the mediator(s).

The mediator is a neutral third party who will not function as the representative of either party. However, the mediator may assist the parties in reaching resolution and crafting a settlement agreement. The mediator is not a legal advisor and will not provide legal advice during this mediation. The parties understand and agree that they have been advised that they may obtain any legal advice from their own legal counsel prior, during, and after mediation.

Each party understands and acknowledges that they have been advised of their option to seek independent legal review prior to signing any settlement agreement in this matter.

The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if any impasse occurs or either party or the mediator deems the case inappropriate for mediation.

The parties recognize the mediation is a confidential process and agree to participate in good faith and abide by the terms of the attached Confidentiality Agreement.

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CONFIDENTIALITY AGREEMENT

1. The parties agree to participate voluntarily in mediation in an effort to resolve the above referenced matter.
2. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
3. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.
4. Mediation sessions will not be tape-recorded or transcribed by the mediator or any of the participants.
5. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement.

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EL PASO DISPUTE RESOLUTION MEDIATION INFORMATION

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What is "Mediation"? Mediation is a voluntary process of assisted negotiation in which a neutral third party, the Mediator, assists parties in resolving their own dispute. The mediation process is designed to allow the parties to control the outcome of their case. It gives the parties an excellent opportunity to resolve their dispute early in the process before the possibility of prolonged litigation or a lengthy investigation. The Mediator's goals are to:

1. Help the parties define the differences between them;
2. Find ways to help the parties communicate with each other;
3. Help the parties explore options available to resolve their differences; and,
4. Assist the parties in reaching an agreement to resolve their dispute.

It is not the Mediator's role to weigh the evidence, interview witnesses or determine the merits of a party's legal claims. All proceedings in mediation are strictly confidential. Mediation does not require that the parties be represented by an attorney, although the parties may elect to have representation.

Who will Mediate the Case? A Mediator will be selected from a list of mediators authorized by the El Paso Dispute Resolution Center to mediate claims and disputes. The Mediators will not be involved in either the investigation or any other processing of the case being mediated. How Mediation Works. The Mediator will explain the mediation process to the parties. Each party will then have an opportunity to describe the facts regarding the dispute. The Mediator will ask questions to clarify and narrow the issues and to determine areas of agreement and disagreement between the parties.

Preparation for Mediation. Mediation will proceed smoothly if all parties prepare in advance of the mediation. IT IS VERY IMPORTANT TO PREPARE IN ADVANCE FOR YOUR MEDIATION SESSION. PLEASE COME PREPARED TO RESPOND TO THE FOLLOWING:

1. List the key events in that order. Be as specific as possible in your description of events and the date on which they occurred.
2. Describe the general nature of the dispute.
3. List any facts that are in dispute.
4. Briefly outline any settlement offers or any further information you need to form a realistic settlement position.

5. Bring any helpful documentation or exhibits you already have in hand. These would be of use to you as memory joggers and NOT as documents to be submitted to the mediator as evidence.

Rules for Mediation. Please read the attached rules governing the mediation process before the scheduled date and time for mediation.

EL PASO DISPUTE RESOLUTION CENTER
RULES FOR MEDIATION

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1. **Definition of Mediation.** Mediation is a voluntary process under which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement, or understanding among them. The Mediator may suggest ways of resolving the disputes, but may not impose the Mediator's own judgment on the issues for that of the parties.

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2. **Agreement of Parties.** The parties shall be deemed to have made these rules a part of their agreement to mediate.

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3. **Consent to Mediate.** The parties consent to the appointment of the individual named as Mediator in their case. The Mediator shall act as an advocate for resolution and shall use the Mediator's best efforts to assist the parties in reaching a mutually acceptable settlement.

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4. **Conditions Precedent to Serving as Mediator.** The Mediator shall not serve as a Mediator in any dispute in which the Mediator has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstances likely to create a presumption of bias. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.

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5. **Authority of the Mediator.** The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving settlement.

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6. **Commitment to Participate in Good Faith.** While no one is asked to commit to settle their case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.

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7. **Parties Responsible for Negotiating Their Own Settlement.** The parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not guarantee or represent that settlement will result from the mediation process.

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8. **Authority of Representatives.** PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator prior to the mediation.

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9. **Privacy.** Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the

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parties and with the consent of the Mediator.

10. **Confidentiality.** Confidential information disclosed to a Mediator by the parties in the course of the mediation shall not be divulged by the Mediator. The Mediator shall not be compelled to testify in regard to the mediation in any charge processing, adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees incurred in opposing the efforts to compel testimony or records from the Mediator.

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~~11.~~ The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

11. **No Stenographic or Electronic Record.** There shall be no stenographic or electronic record made of the mediation process. Please note that use of any Artificial Intelligence application and/or the recording, taping, photographing, or filming of any mediation session is strictly prohibited.

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12. **No Service of Process at or Near the Site of the Mediation Session.** No subpoenas, summons, complaints, citations, writs or other process may be served upon any person at or near the site of any mediation session or upon any person entering, attending or leaving the session.

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13. **Termination of Mediation.** The mediation shall be terminated: a) by the execution of a settlement agreement by the parties; b) by ~~declaration-determination by~~ the Mediator to the effect that

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further efforts to mediation are no longer worthwhile; or c) by the decision of either party to the mediator to terminate mediation efforts.

14. **Exclusion of Liability.** Neither the Mediator nor the El Paso Dispute Resolution Center

shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.

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This acknowledgment form will be returned to the Dispute Resolution Center within 7 business days of receiving it.

Plaintiff's Name (print)	Date	Plaintiff's Signature	Date
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Plaintiff's Attorney Name (print)	Date	Plaintiff's Attorney signature	Date
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Defendant's Name (print)		Defendant's Signature	Date
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Defendant's Attorney Name (print)		Defendant's Attorney Signature	Date
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Center**

Solutions for Differences. Since 1988.

Phone: (915) 533-0998
Fax: (915) 532-9385
www.elpasodrc.org

AGREEMENT TO MEDIATE

This is an Agreement to participate in a mediation. The parties understand and agree that mediation is a voluntary process, which may be terminated at any time.

The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend mediation without the consent of the mediator(s).

The mediator is a neutral third party who will not function as the representative of either party. However, the mediator may assist the parties in reaching resolution and crafting a settlement agreement. The mediator is not a legal advisor and will not provide legal advice during this mediation. The parties understand and agree that they have been advised that they may obtain any legal advice from their own legal counsel prior, during, and after mediation.

Each party understands and acknowledges that they have been advised of their option to seek independent legal review prior to signing any settlement agreement in this matter.

The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if any impasse occurs or either party or the mediator deems the case inappropriate for mediation.

The parties recognize the mediation is a confidential process and agree to participate in good faith and abide by the terms of the attached Confidentiality Agreement.



CONFIDENTIALITY AGREEMENT

1. The parties agree to participate voluntarily in mediation in an effort to resolve the above referenced matter.
2. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
3. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.
4. Mediation sessions will not be tape-recorded or transcribed by the mediator or any of the participants.
5. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement.



EL PASO DISPUTE RESOLUTION MEDIATION INFORMATION

What is “Mediation”? Mediation is a voluntary process of assisted negotiation in which a neutral third party, the Mediator, assists parties in resolving their own dispute. The mediation process is designed to allow the parties to control the outcome of their case. It gives the parties an excellent opportunity to resolve their dispute early in the process before the possibility of prolonged litigation or a lengthy investigation. The Mediator’s goals are to:

1. Help the parties define the differences between them;
2. Find ways to help the parties communicate with each other;
3. Help the parties explore options available to resolve their differences; and,
4. Assist the parties in reaching an agreement to resolve their dispute.

It is not the Mediator’s role to weigh the evidence, interview witnesses or determine the merits of a party’s legal claims. All proceedings in mediation are strictly confidential. Mediation does not require that the parties be represented by an attorney, although the parties may elect to have representation.

Who will Mediate the Case? A Mediator will be selected from a list of mediators authorized by the El Paso Dispute Resolution Center to mediate claims and disputes. The Mediators will not be involved in either the investigation or any other processing of the case being mediated. How Mediation Works. The Mediator will explain the mediation process to the parties. Each party will then have an opportunity to describe the facts regarding the dispute. The Mediator will ask questions to clarify and narrow the issues and to determine areas of agreement and disagreement between the parties.

Preparation for Mediation. Mediation will proceed smoothly if all parties prepare in advance of the mediation. **IT IS VERY IMPORTANT TO PREPARE IN ADVANCE FOR YOUR MEDIATION SESSION. PLEASE COME PREPARED TO RESPOND TO THE FOLLOWING:**

1. List the key events in that order. Be as specific as possible in your description of events and the date on which they occurred.
2. Describe the general nature of the dispute.
3. List any facts that are in dispute.
4. Briefly outline any settlement offers or any further information you need to form a realistic settlement position.

5. Bring any helpful documentation or exhibits you already have in hand. These would be of use to you as memory joggers and NOT as documents to be submitted to the mediator as evidence.

Rules for Mediation. Please read the attached rules governing the mediation process before the scheduled date and time for mediation.

EL PASO DISPUTE RESOLUTION CENTER RULES FOR MEDIATION

1. **Definition of Mediation.** Mediation is a voluntary process under which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement, or understanding among them. The Mediator may suggest ways of resolving the disputes, but may not impose the Mediator's own judgment on the issues for that of the parties.

2. **Agreement of Parties.** The parties shall be deemed to have made these rules a part of their agreement to mediate.

3. **Consent to Mediate.** The parties consent to the appointment of the individual named as Mediator in their case. The Mediator shall act as an advocate for resolution and shall use the Mediator's best efforts to assist the parties in reaching a mutually acceptable settlement.

4. **Conditions Precedent to Serving as Mediator.** The Mediator shall not serve as a Mediator in any dispute in which the Mediator has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstances likely to create a presumption of bias. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.

5. **Authority of the Mediator.** The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving settlement.

6. **Commitment to Participate in Good Faith.** While no one is asked to commit to settle their case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.

7. **Parties Responsible for Negotiating Their Own Settlement.** The parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not guarantee or represent that settlement will result from the mediation process.

8. **Authority of Representatives.** PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator prior to the mediation.

9. **Privacy.** Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the

parties and with the consent of the Mediator.

10. **Confidentiality.** Confidential information disclosed to a Mediator by the parties in the course of the mediation shall not be divulged by the Mediator. The Mediator shall not be compelled to testify in regard to the mediation in any charge processing, adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees incurred in opposing the efforts to compel testimony or records from the Mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

11. **No Stenographic or Electronic Record.** There shall be no stenographic or electronic record made of the mediation process. Please note that use of any Artificial Intelligence application and/or the recording, taping, photographing, or filming of any mediation session is strictly prohibited.

12. **No Service of Process at or Near the Site of the Mediation Session.** No subpoenas, summons, complaints, citations, writs or other process may be served upon any person at or near the site of any mediation session or upon any person entering, attending or leaving the session.

13. **Termination of Mediation.** The mediation shall be terminated: a) by the execution of settlement agreement by the parties; b) by determination by the Mediator to the effect that further efforts to mediation are no longer worthwhile; or c) by the decision of either party to the mediator to terminate mediation efforts.

14. **Exclusion of Liability.** Neither the Mediator nor the El Paso Dispute Resolution Center shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.



CONFIDENTIAL PRE- MEDIATION DISCLOSURE STATEMENT

****All information is considered confidential and will not be disseminated to other parties. ****

The Petitioner/Complainant is required to provide a copy of the court petition or any amendment.

The Respondent is required to provide a copy of the answer or response to the petition

If a Counterpetition (or counterclaim) is filed, please provide a copy of the Counterpetition/counterclaim.

The Petitioner is required to provide a copy of the court petition

The Respondent is required to provide a copy of the answer or response to the petition

If a Counterpetition (or counterclaim) is filed, please provide a copy of the Counterpetition/counterclaim

Cause No.:
Name: ☐ Plaintiff ☐ Defendant ☐ Attorney
Telephone No.:
Email Address:
Attorney use only:
Please provide the name, telephone number, and email address of the client you represent.
Name:
Telephone No.:
Email Address:
Briefly describe the dispute and issues to be resolved at the mediation from your perspective:
Briefly describe the desired resolution or indicate the desired amount sought, <u>as well as the status of any prior settlement discussions:</u>
Indicate who will attend the mediation who is not on the Order to Mediate / Register of Actions / Intake Form. All participants are required to sign the Agreement to Mediate and the Confidentiality Agreement.
Indicate any facts or circumstances that may have an impact on the possibility of a settlement:

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CONFIDENTIAL PRE- MEDIATION DISCLOSURE STATEMENT

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The Petitioner/Complainant is required to provide a copy of the court petition or any amendment.
 The Respondent is required to provide a copy of the answer or response to the petition
 If a Counterpetition (or counterclaim) is filed, please provide a copy of the Counterpetition/counterclaim.

Cause No.:	
Name:	☐ Plaintiff ☐ Defendant ☐ Attorney
Telephone No.:	
Email Address:	
Attorney use only:	
Please provide the name, telephone number, and email address of the client you represent.	
Name:	
Telephone No.:	
Email Address:	
Briefly describe the dispute and issues to be resolved at the mediation from your perspective:	
Briefly describe the desired resolution or indicate the desired amount sought, as well as the status of any prior settlement discussions	
Indicate who will attend the mediation who is not on the Order to Mediate / Register of Actions / Intake Form. All participants are required to sign the Agreement to Mediate and the Confidentiality Agreement.	
Indicate any facts or circumstances that may have an impact on the possibility of a settlement:	
Indicate any special requests or any accommodations required for the mediation:	

Indicate any special requests <u>or any accommodations required for the mediation:</u> for the mediator.

El Paso Dispute Resolution Center
8037 Lockheed, Ste. 100
El Paso, Texas 79925



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www.elpasodrc.org

Case no: _____

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Vs. _____

MEMORANDUM OF AGREEMENT

The matter between _____, was ~~heard~~ mediated on the _____
day of _____. ~~before Mediator(s)~~ _____ by Mediator
_____.

The parties have agreed to the following:

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1.

The undersigned parties to this Agreement agree that the terms listed above are their own and that no one has forced, coerced or advised (other than their own attorneys) either undersigned party to accept the terms of this agreement. Acceptance of these terms as indicated by the signatures below has been done freely and individually.

The undersigned parties agree that the Mediator(s), Staff of the EPCDRC, ~~RGCOC~~ RIOCOC or the ~~RGCOC~~ RIOCOC Board of Directors will not be held responsible for the contents of this Agreement, for the outcome of this case in litigation/dispute, or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation.

Signed on the ____ day of _____

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EL PASO DISPUTE RESOLUTION MEDIATOR CONDUCTED THE MEDIATION



Case no:

Vs.

MEMORANDUM OF AGREEMENT

The matter between _____, was mediated on the _____ day of _____ by Mediator _____.

The parties have agreed to the following:

1.

The undersigned parties to this Agreement agree that the terms listed above are their own and that no one has forced, coerced or advised (other than their own attorneys) either undersigned party to accept the terms of this agreement. Acceptance of these terms as indicated by the signatures below has been done freely and individually.

The undersigned parties agree that the Mediator(s), Staff of the EPCDRC, RIOCOG or the RIOCOG Board of Directors will not be held responsible for the contents of this Agreement, for the outcome of this case in litigation/dispute, or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation.

Signed on the _____ day of _____

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El Paso, Texas 79925



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JPD Docket No.

MEMORANDUM OF UNDERSTANDING

The matter regarding _____ was
~~heard-mediated~~ on the _____ day of _____ ~~before-by~~ the following
Mediator(s): _____

The parties agreed to the following:

1.

-----Nothing follows -----

The undersigned parties to this Agreement agree that the terms listed above are their own; no one has forced, coerced, or advised (other than their own attorneys) either undersigned party to accept the terms of this agreement, and that such acceptance as indicated by the signatures below has been done freely and individually. The undersigned parties agree that the mediator(s), the staff and the EPDRC and the RGCOC-RIOCOC and its Board of Directors will not be held responsible for the contents of this Agreement, for the outcome of the case in litigation/dispute, or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation session.

SIGNED this _____

PARTIES:

~~Mediator(s) Conducted the Mediation:~~

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El Paso, Texas 79925



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JPD Docket No.

MEMORANDUM OF UNDERSTANDING

The matter regarding _____ was
mediated on the _____ day of _____ by the following Mediator(s): _____

The parties agreed to the following:

1.

-----Nothing follows -----

The undersigned parties to this Agreement agree that the terms listed above are their own; no one has forced, coerced, or advised (other than their own attorneys) either undersigned party to accept the terms of this agreement, and that such acceptance as indicated by the signatures below has been done freely and individually. The undersigned parties agree that the mediator(s), the staff and the EPDRC and the RIOCOG and its Board of Directors will not be held responsible for the contents of this Agreement, for the outcome of the case in litigation/dispute, or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation session.

SIGNED this _____

PARTIES:



El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

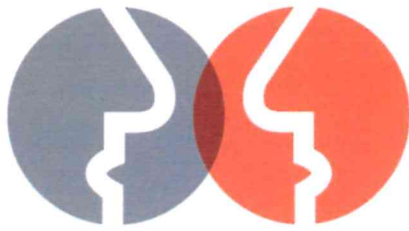
IV. Approve the El Paso Dispute Resolution Center's updated the El Paso Dispute Resolution Volunteer Mediator Handbook (Presented by Marisa Quintanilla, Regional Services Director)

Information:

Attached to this staff report is the redline and clean version of the El Paso Dispute Resolution Volunteer Mediator Handbook for consideration of approval.

Attachments:

El Paso Dispute Resolution Volunteer Mediator Handbook.



EL PASO **Dispute Resolution Center**

Solutions for Differences. Since 1988.

Volunteer Mediator Handbook

**El Paso Dispute Resolution Center
Volunteer Mediator Handbook**

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I. About the El Paso Dispute Resolution Center (DRC)

The El Paso Dispute Resolution Center (“DRC”) is a project of El Paso County and the Rio Grande Council of Governments. Alternative Dispute Resolution Services promote the resolution of disputes prior to, during, and in lieu of litigation for residents within El Paso County.

Since its establishment in 1988, the DRC has assisted in the resolution of hundreds of cases and contested matters. The DRC provides an alternative to setting disputes through the process of mediation. Mediation is less expensive and less time – consuming than litigation – and often results in benefits to all parties.

The DRC accepts the following types of disputes:

Landlord/tenant	Probate/guardianship
Contracts	Personal injury
Child welfare cases	Threats/assaults
Uninsured motorist	Employers/employees
Special education mediation	Consumer/merchant
Restitution	Family

The DRC offers mediation services virtually via Zoom and in – person at the DRC office located at 8037 Lockheed, Ste. 100, El Paso, Texas 79925

The DRC volunteer mediators are the heart of the program and without mediators, the DRC could not offer so many meaningful programs and services to El Paso County residents. The DRC encourages all volunteer mediators to seek guidance or clarification from the DRC staff regarding any of the policies and procedures set forth in this handbook.

This handbook offers a basic overview of the DRC policies and procedures for all volunteer mediators and provides guidance and direction to mediators as they begin volunteering at the DRC. The DRC will provide the necessary training, supervision, evaluation and recognition. In turn, the DRC expects volunteer mediators to honor their commitments to the DRC, respect other mediators, clients and DRC staff members.

As the DRC continues to grow and evolve, the DRC may modify the policies, practices and information contained in this handbook, as necessary, and in accordance with program operational needs. Mediators will be notified of any changes to this manual. If you have any questions or concerns, please contact the DRC staff.

II. Volunteer Mediator Requirements

The following are minimum requirements for serving as a volunteer mediator for the DRC. Please note that these requirements are subject to change without notice based on the operational needs of the DRC and the community which it serves.

A. Eligibility Requirements for all DRC Volunteer Mediators

1. All volunteer mediators must complete DRC volunteer application requirements, including submission of a written mediator's application and successful completion of the 40-hour Basic Mediation Training through an approved provider in a program which meets the Texas Mediation Trainers Roundtable (TMTR <https://www.tmtr.org>)
2. Upon successful completion of application requirements, volunteer mediators are required to attend a "meet and greet" with DRC staff prior to engaging in mediation services.
3. Volunteer mediators are expected to review the DRC handbook and abide by all policies and procedures promulgated by the DRC.
4. Volunteer mediators must be able to demonstrate effective communication skills.
5. It is further expected that volunteer mediators are respectful and polite in the manner in which they communicate and conduct themselves in the course of their volunteer duties, including their interactions with DRC staff, fellow mediators and clients.

B. Additional Eligibility Requirements for Family Attorney and Juvenile Mediators

Family Attorney Mediators

1. Family Attorney Mediators must be licensed to practice law in the State of Texas and is a member in good standing with the State Bar of Texas
2. Family Attorney Mediators must have a minimum of three (3) years of experience in a practice dedicated to family law or five (5) years of experience if at least half of their practice focuses on family law
3. Family Attorney Mediators agree to adhere to the Supreme Court of Texas Ethical Guidelines for Mediators and to the Judicial Code of Conduct as it applies to the Office of Dispute Resolution
4. Family Attorney Mediators will be required to successfully complete criminal background screening and will promptly update the DRC of any new criminal-related event involving any conviction, guilty plea or plea of no contest to any crime involving a felony or Class A or B misdemeanor.
5. Family Attorney Mediators are required to complete the requisite 40-Hour Basic Mediation Course, Advanced Family Mediation Course, and Domes-

tic Violence Family Course and will promptly provide proof of completion of these courses prior to performing family mediation

Juvenile Mediators

1. Juvenile Mediators will be required to successfully complete criminal background screening through a digital fingerprinting platform as required by El Paso County Juvenile Probation Department
2. Juvenile Mediators must complete the Abuse, Neglect, and Exploitation (ANE) and Prison Rape Elimination Act (PREA) training provided by El Paso County Juvenile Probation
3. Juvenile Mediators must meet with the El Paso County Chief Juvenile Probation Officer.

III. Policies and Procedures

A. **Essential duties and responsibilities of DRC Staff:** Below is a non-exhaustive list of the general duties and responsibilities of DRC Staff as it relates to the administration of mediation services.

1. DRC Staff will receive requests or court orders for referral to mediation.
2. DRC Staff will create files in Box.com and DRC Tracking Form Contacts and coordinates with the participants/attorneys regarding the Order for referral to Mediation, Agreed Order for Mediation, or Rule 11 court order;
3. DRC Staff will provide tentative mediation dates and times to the participants/attorneys.
4. DRC Staff will be tasked with handling the logistics of scheduling mediations virtually and in person for participating parties and will provide necessary information (i.e., Letter of Acknowledgment and Pre-Mediation Disclosure Statement).
5. DRC Staff will obtain and provide Mediator with a copy of the Petition filed by the Petitioner.
6. DRC Staff will obtain and provide Mediator with a copy of the answer or response filed by the Respondent.
- 4-7. DRC Staff will obtain and provide Mediator with a copy of the counter-petition or counterclaim.
- 5-8. DRC Staff will assist in preparing conference room set up/ Zoom administration and case files for volunteer mediators (i.e., signed Letter of Acknowledgment, Mediation Service Agreement, and other information received by the parties, etc.).
- 6-9. DRC Staff will provide interpretation services for mediation participants who do not speak English.
- 7-10. DRC Staff will be tasked with greeting clients and volunteer mediators on the day of the mediation.

- ~~8-11.~~ DRC Staff are responsible for ensuring that all participating parties are present in the conference room or virtual (Zoom) mediation at the scheduled start time.
- ~~9-12.~~ If one or more of the parties is not present at the scheduled start time of the mediation, DRC staff are responsible for contacting participant(s) via email or phone to determine their status regarding participation.
- ~~10-13.~~ If the mediation does not start on time due to technical difficulties or late attendance by other participants, DRC staff will inform participants of any delays and anticipated start time.
- ~~11-14.~~ Once all participants are in the Zoom main session, DRC staff will designate the volunteer mediator to serve as host of the Zoom mediation session.
- ~~12-15.~~ DRC Staff will provide assistance and administrative support, as needed, during mediations for participants and volunteer mediators (i.e., creating breakout rooms, etc.).
- ~~13-16.~~ DRC Staff will provide technical assistance to any participant or volunteer mediator with DocuSign, as needed.
- ~~14-17.~~ If an agreement is reached, the volunteer mediator will draft the Mediation Settlement Agreement in a Word document and email it to the DRC staff for circulation.
- ~~15-18.~~ DRC Staff will assist in circulating Mediation Settlement Agreements to participants and the volunteer mediator via DocuSign or by other means for signature.
- ~~16-19.~~ DRC Staff will provide appropriate follow-up up with volunteer mediators after completed mediation sessions.
- ~~17-20.~~ DRC Staff will provide notice to the appropriate court of the mediation outcome—whether it is settled or not settled.
- ~~18-21.~~ DRC Staff will track and log volunteer mediator hours, update case files on the case management database site (including uploading the MSA, signed Letter of Acknowledgement, and any prepare and maintain any other documentation related to mediated cases), DRC Tracking Form and <https://efile.txcourts.gov/ofswweb/>

B. Essential Duties and Responsibilities of Volunteer Mediators: Below is a non-exhaustive list of the general duties and responsibilities of Volunteer Mediators.

1. Volunteer mediators are expected to interact and communicate with participants in a courteous and professional manner. Should any mediator experience any difficulty with any mediation participate or legal representative of any participant, they should immediately contact DRC Staff for assistance.
- ~~1-2.~~ Volunteer mediators are required to utilize the DRC Zoom account and links provided by the DRC staff in conducting mediations.

3. Volunteer mediators are **prohibited** from using personal Zoom accounts and links for mediations conducted through the DRC.
4. ~~Volunteer mediators shall not conduct independent investigations or investigations informal:discovery on matters they are mediating.~~
5. ~~Volunteer mediators shall not communicate directly with the court regarding assigned cases.~~
6. ~~Volunteer mediators shall direct all requests for case information or administrative assistance to DRC Staff.~~
7. Volunteer mediators shall not provide legal advice to any party.
8. ~~Volunteer mediators shall not represent either party in the dispute.~~
9. ~~Volunteer mediators shall not use information obtained through mediation for personal gain.~~
10. ~~Volunteer mediators shall not make decisions for the parties or impose decisions on a settlement.~~
11. ~~Volunteer mediators shall not coerce or pressure parties into reaching an agreement.~~
- ~~12. Volunteer mediators shall not maintain case files or records.~~
13. Volunteer mediators must email draft Mediated Settlement Agreements to DRC staff in Microsoft Word format.
14. Volunteer mediators are responsible for informing DRC Staff if participants request to use their own settlement agreement form outside (or in addition to) the DRC's designated Mediated Settlement Agreement before concluding the mediation.
15. Volunteer mediators are responsible for informing DRC staff if participants would benefit from a subsequent mediation session if additional time is required.
16. Volunteer mediators are responsible for informing DRC staff of safety, difficult clients or attorneys, or other issues that may be detrimental to the mediation services provided.
17. If an agreement is reached, volunteer mediators will be responsible for drafting Mediation Settlement Agreements in Word format and will email to DRC staff for distribution.
18. DRC staff will convert Word documents to PDF files and handle distribution to participants via DocuSign for signature.
19. Volunteer mediators are responsible for concluding mediation sessions with the mediation participants and attorneys (if applicable).

Commented [DV1]: What if they keep notes on the discussions and the case is re-mediated? Are you all wanting to prohibit them from keeping any notes?

IV. Attendance, Absenteeism and Volunteer Timekeeping

DRC volunteer mediators are an integral part of the programs and services the DRC offers to residents of El Paso County. Therefore, the DRC kindly requests that volunteers appear at least fifteen (15) minutes prior to the start of scheduled mediations. Volunteer mediators are required to promptly inform DRC staff of any scheduled absences – such as planned vacations – as far in advance as possible so appropriate arrangements can be made to ensure mediation coverage. In the

event of an unscheduled absence – including illness or emergency –DRC staff must be notified as soon as possible, preferably prior to the scheduled mediation to the extent possible.

DRC staff will keep track of mediator hours. However, volunteer mediators are encouraged to keep a record of the mediation hours completed.

V. Performance Feedback

Periodic evaluations, reviews or feedback may be shared with volunteer mediators. This information will be shared to help enhance skills and focus on areas where improvement may be required. It is our goal to provide a positive mediation experience for all participants, including our mediators. We welcome feedback from volunteer mediators on their experiences to enhance the services the DRC provides.

VI. Policy Prohibiting Discrimination & Harassment

The DRC is committed to maintaining a harassment and discrimination free environment. The DRC policy prohibits discrimination and harassment on the basis of any legally protected status, including sex, race, religion, creed, color, national origin or ancestry, age, physical or mental disability, sexual orientation, gender identity or any other legally protected characteristic under applicable federal, state or local law and regulation. This policy is applicable to all individuals involved in DRC operations including DRC staff, volunteers, clients, contract workers and vendors. The DRC will not condone discrimination or harassment in any form and reserves the right to suspend or terminate mediation services for any individual who fails to comply and adhere to the DRC's policies in this regard.

If you believe that anyone associated with DRC mediation services has engaged in any behavior in violation of the DRC's policy prohibiting discrimination and harassment, please immediately report any issue or concerns as soon as possible to DRC staff or Regional Services Director. If the complaint involves allegations against DRC staff, volunteer mediators must report any concerns directly to the Rio Grande Council of Governments Executive Director. If the allegations involve the Executive Director, the volunteer mediator shall report any concerns to the DRC Council Chairperson. The DRC will promptly investigate any such reports in a discreet and confidential manner and will not tolerate or condone retaliation against anyone reporting suspected harassment or discrimination in good faith.

VII. Accommodations under the Americans with Disabilities Act

The DRC is committed to compliance with the Americans with Disabilities Act. Any volunteer mediator who becomes aware of any accommodation required by mediation participants should immediately contact DRC Staff for assistance in facilitating such accommodation.

VIII. Immunity

Please be advised that the Texas Civil Practice and Remedies Code § 154.055 provides that a volunteer mediator “who does not act with wanton or willful disregard of the rights, safety or property of another...” is immune from civil liability for “any act of omission within the scope of his or her duties or functions as impartial third party.”

IX. Abuse/Neglect/Exploitation/Imminent Danger

A volunteer mediator who has reason to believe that a child, or person with a disability, or a person over the age of sixty-five (65) has been abused/neglected or exploited or is in imminent danger, should immediately contact DRC staff or Regional Services Director for instructions on reporting requirements.

X. Recordings of Mediation Sessions Strictly Prohibited

The recording of any mediation by Artificial Intelligence application, recording device, cellular phone or any other method of video or audio recording is strictly prohibited. Mediators should immediately inform DRC Staff of efforts by any party to record any mediation session.

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EL PASO
**Dispute
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Center**

Solutions for Differences. Since 1988.

Volunteer Mediator Handbook

El Paso Dispute Resolution Center Volunteer Mediator Handbook

I. About the El Paso Dispute Resolution Center (DRC)

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Child welfare cases	Threats/assaults
Uninsured motorist	Employers/employees
Special education mediation	Consumer/merchant
Restitution	Family

The DRC offers mediation services virtually via Zoom and in – person at the DRC office located at 8037 Lockheed, Ste. 100, El Paso, Texas 79925

The DRC volunteer mediators are the heart of the program and without mediators, the DRC could not offer so many meaningful programs and services to El Paso County residents. The DRC encourages all volunteer mediators to seek guidance or clarification from the DRC staff regarding any of the policies and procedures set forth in this handbook.

This handbook offers a basic overview of the DRC policies and procedures for all volunteer mediators and provides guidance and direction to mediators as they begin volunteering at the DRC. The DRC will provide the necessary training, supervision, evaluation and recognition. In turn, the DRC expects volunteer mediators to honor their commitments to the DRC, respect other mediators, clients and DRC staff members.

As the DRC continues to grow and evolve, the DRC may modify the policies, practices and information contained in this handbook, as necessary, and in accordance with program operational needs. Mediators will be notified of any changes to this manual.

If you have any questions or concerns, please contact the DRC staff.

II. Volunteer Mediator Requirements

The following are minimum requirements for serving as a volunteer mediator for the DRC. Please note that these requirements are subject to change without notice based on the operational needs of the DRC and the community which it serves.

A. Eligibility Requirements for all DRC Volunteer Mediators

1. All volunteer mediators must complete DRC volunteer application requirements, including submission of a written mediator's application and successful completion of the 40-hour Basic Mediation Training through an approved provider in a program which meets the Texas Mediation Trainers Roundtable (TMTR <https://www.tmtr.org>)
2. Upon successful completion of application requirements, volunteer mediators are required to attend a "meet and greet" with DRC staff prior to engaging in mediation services.
3. Volunteer mediators are expected to review the DRC handbook and abide by all policies and procedures promulgated by the DRC.
4. Volunteer mediators must be able to demonstrate effective communication skills.
5. It is further expected that volunteer mediators are respectful and polite in the manner in which they communicate and conduct themselves in the course of their volunteer duties, including their interactions with DRC staff, fellow mediators and clients.

B. Additional Eligibility Requirements for Family Attorney and Juvenile Mediators

Family Attorney Mediators

1. Family Attorney Mediators must be licensed to practice law in the State of Texas and is a member in good standing with the State Bar of Texas
2. Family Attorney Mediators must have a minimum of three (3) years of experience in a practice dedicated to family law or five (5) years of experience if at least half of their practice focuses on family law
3. Family Attorney Mediators agree to adhere to the Supreme Court of Texas Ethical Guidelines for Mediators and to the Judicial Code of Conduct as it applies to the Office of Dispute Resolution
4. Family Attorney Mediators will be required to successfully complete criminal background screening and will promptly update the DRC of any new criminal-related event involving any conviction, guilty plea or plea of no contest to any crime involving a felony or Class A or B misdemeanor.
5. Family Attorney Mediators are required to complete the requisite 40-Hour Basic Mediation Course, Advanced Family Mediation Course, and Domes-

tic Violence Family Course and will promptly provide proof of completion of these courses prior to performing family mediation

Juvenile Mediators

1. Juvenile Mediators will be required to successfully complete criminal background screening through a digital fingerprinting platform as required by El Paso County Juvenile Probation Department
2. Juvenile Mediators must complete the Abuse, Neglect, and Exploitation (ANE) and Prison Rape Elimination Act (PREA) training provided by El Paso County Juvenile Probation
3. Juvenile Mediators must meet with the El Paso County Chief Juvenile Probation Officer.

III. Policies and Procedures

A. **Essential duties and responsibilities of DRC Staff:** Below is a non-exhaustive list of the general duties and responsibilities of DRC Staff as it relates to the administration of mediation services.

1. DRC Staff will receive requests or court orders for referral to mediation.
2. DRC Staff will create files in Box.com and DRC Tracking Form Contacts and coordinates with the participants/attorneys regarding the Order for referral to Mediation, Agreed Order for Mediation, or Rule 11 court order;
3. DRC Staff will provide tentative mediation dates and times to the participants/attorneys.
4. DRC Staff will be tasked with handling the logistics of scheduling mediations virtually and in person for participating parties and will provide necessary information (i.e., Letter of Acknowledgment and Pre-Mediation Disclosure Statement).
5. DRC Staff will obtain and provide Mediator with a copy of the Petition filed by the Petitioner.
6. DRC Staff will obtain and provide Mediator with a copy of the answer or response filed by the Respondent.
7. DRC Staff will obtain and provide Mediator with a copy of the counterpetition or counterclaim.
8. DRC Staff will assist in preparing conference room set up/ Zoom administration and case files for volunteer mediators (i.e., signed Letter of Acknowledgement, Mediation Service Agreement, and other information received by the parties, etc.).
9. DRC Staff will provide interpretation services for mediation participants who do not speak English.
10. DRC Staff will be tasked with greeting clients and volunteer mediators on the day of the mediation.

11. DRC Staff are responsible for ensuring that all participating parties are present in the conference room or virtual (Zoom) mediation at the scheduled start time.
12. If one or more of the parties is not present at the scheduled start time of the mediation, DRC staff are responsible for contacting participant(s) via email or phone to determine their status regarding participation.
13. If the mediation does not start on time due to technical difficulties or late attendance by other participants, DRC staff will inform participants of any delays and anticipated start time.
14. Once all participants are in the Zoom main session, DRC staff will designate the volunteer mediator to serve as host of the Zoom mediation session.
15. DRC Staff will provide assistance and administrative support, as needed, during mediations for participants and volunteer mediators (i.e., creating breakout rooms, etc.).
16. DRC Staff will provide technical assistance to any participant or volunteer mediator with DocuSign, as needed.
17. If an agreement is reached, the volunteer mediator will draft the Mediation Settlement Agreement in a Word document and email it to the DRC staff for circulation.
18. DRC Staff will assist in circulating Mediation Settlement Agreements to participants and the volunteer mediator via DocuSign or by other means for signature.
19. DRC Staff will provide appropriate follow-up up with volunteer mediators after completed mediation sessions.
20. DRC Staff will provide notice to the appropriate court of the mediation outcome—whether it is settled or not settled.
21. DRC Staff will track and log volunteer mediator hours, update case files on the case management database site (including uploading the MSA, signed Letter of Acknowledgement, and any prepare and maintain any other documentation related to mediated cases), DRC Tracking Form and <https://efile.txcourts.gov/ofswweb/>

B. Essential Duties and Responsibilities of Volunteer Mediators: Below is a non-exhaustive list of the general duties and responsibilities of Volunteer Mediators.

1. Volunteer mediators are expected to interact and communicate with participants in a courteous and professional manner. Should any mediator experience any difficulty with any mediation participate or legal representative of any participant, they should immediately contact DRC Staff for assistance.
2. Volunteer mediators are required to utilize the DRC Zoom account and links provided by the DRC staff in conducting mediations.

3. Volunteer mediators are **prohibited** from using personal Zoom accounts and links for mediations conducted through the DRC.
4. Volunteer mediators shall not conduct independent investigations or informal discovery on matters they are mediating.
5. Volunteer mediators shall not communicate directly with the court regarding assigned cases.
6. Volunteer mediators shall direct all requests for case information or administrative assistance to DRC Staff.
7. Volunteer mediators shall not provide legal advice to any party.
8. Volunteer mediators shall not represent either party in the dispute.
9. Volunteer mediators shall not use information obtained through mediation for personal gain.
10. Volunteer mediators shall not make decisions for the parties or impose decisions on settlement.
11. Volunteer mediators shall not coerce or pressure parties into reaching an agreement.
12. Volunteer mediators shall not maintain case files or records.
13. Volunteer mediators must email draft Mediated Settlement Agreements to DRC staff in Microsoft Word format.
14. Volunteer mediators are responsible for informing DRC Staff if participants request to use their own settlement agreement form outside (or in addition to) the DRC's designated Mediated Settlement Agreement before concluding the mediation.
15. Volunteer mediators are responsible for informing DRC staff if participants would benefit from a subsequent mediation session if additional time is required.
16. Volunteer mediators are responsible for informing DRC staff of safety, difficult clients or attorneys, or other issues that may be detrimental to the mediation services provided.
17. If an agreement is reached, volunteer mediators will be responsible for drafting Mediation Settlement Agreements in Word format and will email to DRC staff for distribution.
18. DRC staff will convert Word documents to PDF files and handle distribution to participants via DocuSign for signature.
19. Volunteer mediators are responsible for concluding mediation sessions with the mediation participants and attorneys (if applicable).

IV. Attendance, Absenteeism and Volunteer Timekeeping

DRC volunteer mediators are an integral part of the programs and services the DRC offers to residents of El Paso County. Therefore, the DRC kindly requests that volunteers appear at least fifteen (15) minutes prior to the start of scheduled mediations. Volunteer mediators are required to promptly inform DRC staff of any scheduled absences – such as planned vacations – as far in advance as possible so appropriate arrangements can be made to ensure mediation coverage. In the

event of an unscheduled absence – including illness or emergency –DRC staff must be notified as soon as possible, preferably prior to the scheduled mediation to the extent possible.

DRC staff will keep track of mediator hours. However, volunteer mediators are encouraged to keep a record of the mediation hours completed.

V. Performance Feedback

Periodic evaluations, reviews or feedback may be shared with volunteer mediators. This information will be shared to help enhance skills and focus on areas where improvement may be required. It is our goal to provide a positive mediation experience for all participants, including our mediators. We welcome feedback from volunteer mediators on their experiences to enhance the services the DRC provides.

VI. Policy Prohibiting Discrimination & Harassment

The DRC is committed to maintaining a harassment and discrimination free environment. The DRC policy prohibits discrimination and harassment on the basis of any legally protected status, including sex, race, religion, creed, color, national origin or ancestry, age, physical or mental disability, sexual orientation, gender identity or any other legally protected characteristic under applicable federal, state or local law and regulation. This policy is applicable to all individuals involved in DRC operations including DRC staff, volunteers, clients, contract workers and vendors. The DRC will not condone discrimination or harassment in any form and reserves the right to suspend or terminate mediation services for any individual who fails to comply and adhere to the DRC's policies in this regard.

If you believe that anyone associated with DRC mediation services has engaged in any behavior in violation of the DRC's policy prohibiting discrimination and harassment, please immediately report any issue or concerns as soon as possible to DRC staff or Regional Services Director. If the complaint involves allegations against DRC staff, volunteer mediators must report any concerns directly to the Rio Grande Council of Governments Executive Director. If the allegations involve the Executive Director, the volunteer mediator shall report any concerns to the DRC Council Chairperson. The DRC will promptly investigate any such reports in a discreet and confidential manner and will not tolerate or condone retaliation against anyone reporting suspected harassment or discrimination in good faith.

VII. Accommodations under the Americans with Disabilities Act

The DRC is committed to compliance with the Americans with Disabilities Act. Any volunteer mediator who becomes aware of any accommodation required by mediation participants should immediately contact DRC Staff for assistance in facilitating such accommodation.

VIII. Immunity

Please be advised that the Texas Civil Practice and Remedies Code § 154.055 provides that a volunteer mediator “who does not act with wanton or willful disregard of the rights, safety or property of another...” is immune from civil liability for “any act of omission within the scope of his or her duties or functions as impartial third party.”

IX. Abuse/Neglect/Exploitation/Imminent Danger

A volunteer mediator who has reason to believe that a child, or person with a disability, or a person over the age of sixty-five (65) has been abused/neglected or exploited or is in imminent danger, should immediately contact DRC staff or Regional Services Director for instructions on reporting requirements.

X. Recordings of Mediation Sessions Strictly Prohibited

The recording of any mediation by Artificial Intelligence application, recording device, cellular phone or any other method of video or audio recording is strictly prohibited. Mediators should immediately inform DRC Staff of efforts by any party to record any mediation session.



El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

- V. Review, discuss and receive an update on the El Paso Dispute Resolution Center Program Activities. (Presented by Marisa Quintanilla, Regional Services Director)

Information:

The Regional Services Director will provide a verbal report of the El Paso Dispute Resolution Center's activities for the last quarter.

Attachments:

None



El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

- VI. Review, discuss and receive an update on the El Paso Dispute Resolution Center- Juvenile Adolescent Family Violence Mediation Program. (Presented by Dr. Krystia Reed, Assistant Professor – Department of Psychology)

Information:

Dr. Reed will provide a project update on the Evaluating the Juvenile AFV Mediation Program in El Paso, Texas.

Attachments:

None



El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

VII. Approve the El Paso Dispute Resolution Center's Settlement Week. (Presented by Marisa Quintanilla, Regional Services Director)

Information:

Settlement Week, September 28 – October 2, 2026.

Attachments:

None



El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

VIII. Other Business (Presented by the Honorable Jesus Rodguiez, Vice-Chairperson)

Information:

Scheduling of next El Paso Dispute Resolution Council Meeting.

Attachments:

None



El Paso Dispute Resolution Council Meeting
July 28, 2026

Subject:

IX. Adjournment (Presented by the Honorable Jesus Rodriguez, Vice-Chairperson)

Information:

None

Attachments:

None