



Antonio Araujo
Mayor

Leticia Miranda
Alderson Place 1

David Cantu
Alderson Place 2

Lorenzo E. Leyva Sr.
Alderson Place 3

Maria Covernali
Alderson Place 4

George Almanzar
Alderson Place 5

RESOLUTION NO. 2015R.05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAN ELIZARIO RELATING TO VOLUNTEER SERVICES FOR THE URBAN AGRICULTURAL PROJECT LOCATED AT THE FARM.

RECITALS

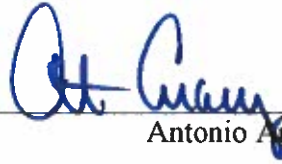
- WHEREAS, volunteerism is a service and provides benefits not only to the community but also to the volunteer; and
- WHEREAS, the City Council of the City of San Elizario ("City") desires to provide volunteer opportunities in conjunction with the urban agricultural project located at the Farm to volunteer individuals; and
- WHEREAS, the City Council finds that providing these volunteer opportunities will serve the public and be of benefit to the City and to the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of San Elizario, Texas, that:

- Section 1. The foregoing recitals are adopted as facts and are incorporated fully herein.
- Section 2. The City Council hereby authorizes the Mayor or his designees to create a volunteer program in conjunction with the urban agricultural project located at the Farm and manage for its operation ("Project").
- Section 3. The Mayor is authorized to sign a Volunteer Services Agreement with Lorenzo Lueveno and all other such volunteer services agreements that are determined to be necessary and appropriate for the Project.
- Section 4. This Resolution shall be effective immediately upon passage and approval.

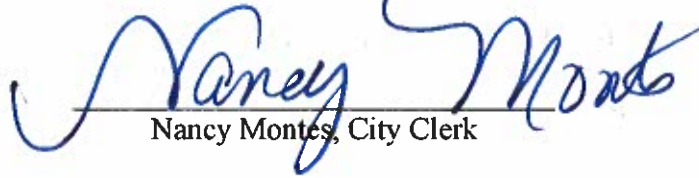
PASSED AND APPROVED this, the 14 day of January, 2020, by a vote of 4
(*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of San Elizario, Texas.

CITY OF SAN ELIZARIO, TEXAS



Antonio Araujo, Mayor

ATTEST:



Nancy Montes, City Clerk

VOLUNTEER SERVICE AGREEMENT FOR THE CITY OF SAN ELIZARIO

This Agreement made on January 14, 2020 by and between the City of San Elizario hereinafter "Municipality", and Lorenzo Luevano hereinafter "Volunteer".

WITNESSETH:

Whereas, Volunteer intends to donate service to the Municipality identified above, and said Municipality intends to accept the donation of Volunteer's services.

NOW THEREFORE, in consideration of the mutual promise, the parties agree as follows:

1. Volunteer agrees to donate services to Municipality in the capacity of Urban Agriculture Farmer. Said services shall include, but may not be limited to the following:

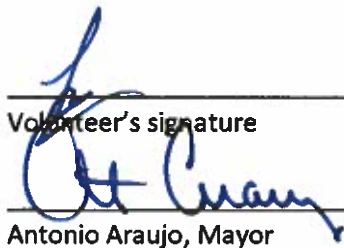
Assisting Urban Agriculture Project Manager with duties related to the production of chile for seeds at The Farm, in the location allocated for the urban agriculture project. It is understood that some work may be performed by Volunteer unsupervised. It is also understood that Volunteer will provide all tools and equipment for use in services performed. Lastly, the harvest, in the form of seeds, will be made available to the public at no cost. Chile in its edible form will not be considered part of the harvest as the Environmental Protection Agency is undergoing assessment and early reports showed trace amounts of contaminants.

2. It is mutually and expressly understood that Volunteer's services shall be donated, and that Volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these voluntary services; Volunteer is NOT an employee of the Municipality.
3. Volunteer agrees to follow the supervision and direction of any Municipality employee, and abide by all safety regulations, training guidelines and procedures, and work ethics set forth by such municipality.
4. All work product of the Volunteer shall be the sole property of the Municipality.
5. Volunteer understands that a background check may be required and conducted by the Municipality with Volunteer's consent.
6. RELEASE and WAIVER OF LIABILITY. In consideration of the desire to serve as a volunteer, I hereby assume all responsibility for any and all risk of property damage or bodily injury that I may sustain while participating in any voluntary effort, or other activity of any nature, including the use of equipment and facilities of such municipality. I and my personal representatives, heirs and assigns, voluntarily waive, release, discharge and hold harmless the Municipality from any property damage or bodily injury that I may sustain while participating in any voluntary effort.

Initials L.L

7. I have carefully read the foregoing release and waiver of liability and understand the contents thereof and sign this Volunteer Service Agreement as my own, free act.

Initials L.L



Volunteer's signature

Antonio Araujo, Mayor

01-14-2020

Date
1/14/2020

Date

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