

**THIRD EMPLOYMENT AGREEMENT**  
**BETWEEN THE CITY OF MORGAN HILL**  
**AND CHRISTINA TURNER**

This Third Employment Agreement between the City of Morgan Hill ("CITY") and Christina Turner ("TURNER") is hereby executed by and between the parties this — day of December 2021, with an effective date of July 1, 2021 (the "Effective Date").

**RECITALS**

The following recitals are a substantive portion of this Agreement:

- A. TURNER has been employed by CITY since March 7, 2016;
- B. On or about October 1, 2017, TURNER previously entered into an Employment Agreement with the City of Morgan Hill to serve as City Manager;
- C. TURNER also serves as the Executive Director of the Successor Agency to the Morgan Hill Redevelopment Agency;
- D. CITY and TURNER wish to enter into a Third Employment Agreement to memorialize changed terms; and
- E. At a duly noticed public meeting, the City Council approved this Agreement on December 15, 2021.

**AGREEMENT**

In consideration of the mutual promises set forth herein and for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. **Parties:** The parties to this agreement ("Agreement") are CITY and TURNER (collectively "the Parties").
2. **Purpose:** The purpose of this Agreement is to provide the terms for the employment of TURNER as City Manager of CITY, as currently provided by Title 2, Chapter 2.08 of the Municipal Code of CITY.
3. **Duties:** CITY hereby agrees to employ TURNER to perform the functions and duties of City Manager for the CITY and as Executive Director of the Successor Agency to the Redevelopment Agency of CITY as specified in the Municipal Code of CITY, the Job Description (a copy of which is attached hereto and which is included herein by this reference), applicable state statutes pertaining to Successor Agencies, any and all other applicable CITY ordinances, resolutions or policies, and to perform such other legally permissible and proper duties and functions as the CITY shall from time to time assign. TURNER agrees that, to the best of her ability and experience, she will at all times loyally

and conscientiously perform all of the duties and obligations required of her either expressly or impliedly by the terms of this Agreement.

**4. Agreement Provisions:**

- 4.1 Term: This Agreement shall commence on the Effective Date and terminate on June 30, 2022 (the "Termination Date") unless either: (1) the term is modified hereafter by written agreement of the Parties, or (2) the Agreement renews automatically in accordance with the provisions of Section 4.3 herein. TURNER agrees to remain in the exclusive employ of the CITY during the term of the Agreement and neither to accept other employment nor become employed by another employer until the Termination Date, unless the term is modified as provided herein.
- 4.2 Exclusivity: The term "exclusive employ of the CITY" as used in section 4.1 above shall not be construed to preclude occasional teaching, writing, or military service performed by TURNER as long as it does not conflict with her primary responsibilities as City Manager and Executive Director as described in this Agreement. Also, CITY and TURNER recognize the value of participation in League of California Cities and International City Managers' Association activities, and that speaking requests and teaching are valuable resources to the CITY. CITY may permit non-conflicting services to other entities upon prior approval of the City Council.
- 4.3 Automatic Renewal: At the conclusion of the term of this Agreement, it shall automatically renew each year, effective every July 1, unless terminated by the delivery of an Election of Non-Renewal by either party by no later than December 30 of the then current term. Notice of an Election of Non-Renewal shall be conveyed by written notice to the other party.

**5. Separation from Employment:**

- 5.1 Employment At-Will: The City Council may, subject to provisions set out below, terminate the services of TURNER at any time, it being expressly understood and agreed between the parties that TURNER serves as an at-will employee of the City Council. CITY must provide TURNER with thirty (30) days written notice prior to separation from employment. For any period following an election of the Mayor or a member of the City Council, CITY may not give notice of separation from employment to TURNER until sixty (60) days after such election. The intent of the time period is to allow the new City Council to have adequate time to review the City Manager's performance.

**5.2 Severance Payment:**

- 5.2.1 In the event of TURNER's separation from employment in accordance with Section 5.1 while TURNER is still willing and able to perform the

duties of City Manager, where such termination is without cause, TURNER shall be entitled to receive compensation, consisting of a lump-sum payment of twelve (12) months of base salary and benefits ("Severance Payment"). This provision shall be in effect from January 1, 2022 until this Agreement is terminated by either party;

5.2.2 The Severance Payment shall include all benefits payable to or on behalf of TURNER with the exception of vacation not yet accrued as of the date of separation. Both salary and benefits shall be computed at the rates in effect as of the date of separation from employment;

5.2.3 TURNER's acceptance of the Severance Payment shall release CITY from any further-obligation under this Agreement, and also from any actual or alleged liability to TURNER that may be asserted in any claim of any nature by TURNER against CITY based upon or arising from her employment or her termination. Contemporaneously with the delivery of the Severance Payment and in consideration therefore, TURNER agrees to execute and deliver to CITY a release releasing CITY of all claims that TURNER may have against CITY. In return for such Severance Payment, TURNER further agrees to be available for consultation and assistance to the incoming acting, interim or permanent City Manager for a period of at least sixty (60) days.

5.2.4 TURNER shall **not** be entitled to the Severance Payment in the following events:

5.2.4.1 The Agreement expires and CITY elects not to renew this Agreement pursuant to Section 4.3, above;

5.2.4.2 TURNER is terminated because of her conviction of a felony or misdemeanor involving moral turpitude, or is convicted of any illegal act involving personal gain to herself; or

5.2.4.3 TURNER becomes incapable of discharging her responsibilities as described in this Agreement due to a permanent disability pursuant to Section 7 herein.

5.3 Termination By TURNER: TURNER may resign at any time from her position with CITY provided that she gives CITY sixty (60) days advance written notice. Should TURNER not provide CITY with sixty (60) days written notice, she shall not be entitled to cash-out of any benefit other than as required by law.

6. **Abuse of Office:** If TURNER is convicted of a crime involving an abuse of her office or position, she shall fully reimburse the CITY for the following items of costs to the CITY:

6.1 Leave salary paid to TURNER by CITY pending an investigation of the crime

of which she is convicted;

- 6.2 Any funds paid by CITY for the legal defense of TURNER;
- 6.3 Any cash settlement paid to TURNER by CITY related to the termination of this Agreement;
- 6.4 Any payments by CITY to TURNER that were not agreed upon in this Agreement; and
- 6.5 For the purpose of this section the term "abuse of her office or position" means either:
  - a. an abuse of public authority including but not limited to waste, fraud, and violation of law under color of authority, or
  - b. a crime against public justice including but not limited to a crime described in Title 7 of Part 1 of the California Penal Code.

7. **Disability:** If, during the course of this Agreement, TURNER becomes permanently disabled or is otherwise unable to perform the full range of the essential functions of her position because of sickness, accident, injury, mental incapacity, or other health reason for a period of four (4) successive weeks beyond exhaustion of all accrued sick leave, CITY shall have the option to terminate this Agreement pursuant to Section 5.1.
8. **Performance Evaluation:**
  - 8.1 Annually, the City Council, in consultation with TURNER, shall define goals and performance objectives for the City Manager which they determine to be necessary for the proper operation of CITY; and
  - 8.2 The City Council shall review and evaluate the performance of TURNER at least annually and shall meet with TURNER to discuss the evaluation between October 1 and November 30 of each year. The review shall be in accordance with a process developed jointly by CITY and TURNER, which may be modified by mutual agreement. This evaluation shall be private and confidential, and the results shall be summarized and discussed in closed session, to the extent permitted by law, or through some other mutually acceptable format. The parties agree that the primary purpose of the evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance strengths and weaknesses, and provide an opportunity for TURNER to take affirmative action to address weaknesses and areas needing improvement. TURNER shall be provided with a summary written statement of the findings of City Council, and she shall be provided with an opportunity to discuss her performance evaluation with City Council.
9. **Compensation:**

9.1 Effective July 1, 2021 CITY agrees to pay TURNER, for her services rendered pursuant hereto, an annual salary of Two Hundred Ninety Thousand Three Hundred Sixty Seven dollars and zero cents. (\$290,367.00) ("Base Salary") payable at the same time and in the same manner as other employees of the CITY are paid. Beginning July 1, 2022, and annually thereafter and except as otherwise provided in this Agreement, TURNER shall receive an annual cost of living adjustment (" COLA") in her base salary equal to the percentage increase in the San Francisco Oakland/San Jose Urban Wage Earner Index, Base Rate Index for the twelve month period ending on June 30. The City Council, in its sole discretion and at a duly noticed public meeting, may grant additional merit increases to TURNER during the term of this Agreement;

9.2 CITY agrees to provide TURNER a Five Hundred dollar (\$500) per month vehicle allowance;

9.3 TURNER shall be entitled to the same benefits provided to CITY employees in the range of the "A" group of the CITY's Management Salary Resolution, as it is amended from time to time by City Council action; and

9.4 TURNER shall make periodic payments to CalPERS in an amount commensurate with CITY employees in the range of the "A" group of the CITY's Management Salary Resolution.

10. Hours of Work, Administrative Leave: It is recognized that TURNER must devote a great deal of time outside of normal working hours to the business of CITY. To that end, TURNER is granted total annual administrative leave of one hundred twenty (120) hours per fiscal year, with no maximum accumulation. The removal of the maximum accumulation cap for vacation and administrative leave is retroactive for fiscal year 2019 – 2020. Administrative leave may be taken by TURNER at her discretion. The accrued amount up to the maximum of two hundred forty (240) hours of vacation and/or administrative leave may be cashed out at TURNER's option annually..

11. Deferred Compensation: TURNER shall be entitled to receive deferred compensation equal to the current 457(b) retirement plans elective deferral limit, not including any catch-up contributions., such amounts to be credited to her account as deferred compensation.

12. Professional Development: The CITY agrees to budget for and to pay membership fees/dues, conference/meeting registrations, and the travel and subsistence expenses of TURNER for professional development and official travel, meetings and occasions adequate to continue her professional development and to adequately pursue necessary official and other functions of CITY, including but not limited to the annual Conference of the League of California Cities ("LCC"), the LCC Spring City Manager's Department meeting, and annual ICMA Conference. Travel and conference expenses shall be reimbursed for reasonable expenses only and in accordance with the CITY's policies governing travel and conference expense reimbursement. The CITY further agrees to reimburse TURNER for tuition, fees, books, software and related educational expenses for professional development.

13. Housing Loan:

13.1 CITY agrees to loan TURNER a maximum of One Million-Three Hundred

Thousand Dollars (\$1,300,000) to purchase a residence and property ("Property") in Morgan Hill. Loan proceeds shall be used to purchase Property within City limits which will be TURNER'S primary residence. The loan shall be evidenced by a Promissory Note made by TURNER payable to the CITY and secured by a First Deed of Trust on the Property. The principal amount of the loan shall bear interest at the 10 Year Treasury Rate as of July 1, 2020 of .69% plus one quarter percent (.25%) for a total of .94%, amortized over a thirty (30) year period.. TURNER shall pay principal and interest for fifty percent (50%) of the loan amount and interest only for the remaining fifty percent (50%) of the loan amount. Principal and interest shall be amortized and payable in equal bi-weekly installments through an automatic payroll deduction with the entire balance due in 30 years. The loan may be prepaid earlier without penalty. Payoff of the Promissory Note shall occur within 24 months of voluntary or involuntary separation from employment with the CITY. TURNER agrees to a recourse loan. TURNER shall be responsible to pay all applicable taxes, insurance, and homeowner fees and shall be responsible at her expense to maintain the property in good and habitable conditions at all times. In the event that the Internal Revenue Service determines that additional taxes are due based upon the interest rate TURNER shall be solely responsible for those taxes.

14. Non-Liability of Officials and Employees: No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

15. Bonding: CITY shall bear the full cost of any fidelity or other bonds required of TURNER under any law or ordinance.

16. Other Terms and Conditions of Employment:

16.1 The City Council, in conjunction with TURNER, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of TURNER, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or applicable laws; and

16.2 In addition to the benefits enumerated specifically for the benefit of TURNER in this Agreement, all provisions of the CITY's Municipal Code, and regulations and rules of the CITY relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they may now exist or may be amended, shall also apply to TURNER as they now do to other CITY employees, except as provided in this Agreement. Absent any change to vacation benefits, TURNER will continue to accrue vacation at a rate of one hundred sixty (160) hours per year based on years of service .with no maximum accumulation limit..

17. No Reduction in Benefits: CITY shall not at any time during the term of this Agreement reduce the salary, compensation or financial benefits to TURNER.

18. Notice: Notices pursuant to this Agreement shall be given by deposit in the custody of

the U.S. Postal Service. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial proceedings. Notices shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the U.S. Postal Service to the addresses set forth below or as subsequently communicated by one party to the other in writing.

- 18.1 Notice to TURNER shall be sent to: Christina Turner, c/o City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037; and
- 18.2 Notice to CITY shall be sent to: Mayor, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037.

**19. General Provisions:**

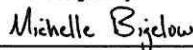
- 19.1 The Agreement shall be binding and inure to the benefit of the heirs at law and executors of TURNER;
- 19.2 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or enforceable, the remainder shall be deemed severable, shall not be deemed ineffective, and shall remain in full force and effect;
- 19.3 The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement;
- 19.4 This Agreement constitutes the entire agreement between the parties and supersedes any previous Agreements oral or written. This Agreement may be modified or provisions waived only by subsequent mutual written agreement executed by CITY and TURNER;
- 19.5 This Agreement shall be interpreted under the laws of the State of California; and

19.6 This Agreement shall be interpreted as though prepared by both parties.

IN WITNESS WHEREOF the Parties hereby agree to the foregoing by executing below:

ATTEST:

DocuSigned by:



Michelle Bigelow, City Clerk

Date: 12/29/2021

THE CITY OF MORGAN HILL

DocuSigned by:

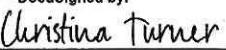


Rich Constantine, Mayor

Date: 12/23/2021

CHRISTINA TURNER

DocuSigned by:



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CHRISTINA TURNER

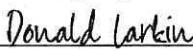
Title: City Manager

Date: 12/22/2021

Date: \_\_\_\_\_

Approved as to Form:

DocuSigned by:



12/23/2021

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Donald A. Larkin

City Attorney

**Certificate Of Completion**

Envelope Id: D2D2A94201C84544A5371939CEECBF5B

Status: Completed

Subject: Please DocuSign: Third Employment Agreement - Turner Christina 12-8-21 (002).docx

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

City Clerk's Office

AutoNav: Enabled

17575 Peak Ave

EnvelopeId Stamping: Enabled

Morgan Hill, CA 95037

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

cityclerk@morganhill.ca.gov

IP Address: 68.189.124.146

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cityclerk@morganhill.ca.gov

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Pool: City of Morgan Hill

Location: DocuSign

**Signer Events**

Christina Turner

**Signature**

christina.turner@morganhill.ca.gov

DocuSigned by:  
  
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**Timestamp**

City Manager

Sent: 12/22/2021 2:15:15 PM

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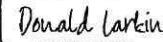
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Donald Larkin

donald.larkin@morganhill.ca.gov

City Attorney

Security Level: Email, Account Authentication  
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Rich Constantine

rich.constantine@morganhill.ca.gov

Mayor

Security Level: Email, Account Authentication  
(None)

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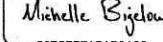
Michelle Bigelow

michelle.bigelow@morganhill.ca.gov

Council Services &amp; Records Manager

City of Morgan Hill

Security Level: Email, Account Authentication  
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Michael Horta michael.horta@morganhill.ca.gov Human Resources Director Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/29/2021 12:57:19 PM
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Dat Nguyen dat.nguyen@morganhill.ca.gov Finance Director Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/29/2021 12:57:22 PM
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Kim Mancera kim.mancera@morganhill.ca.gov Municipal Services Assistant City of Morgan Hill Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/29/2021 12:57:23 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	12/29/2021 12:57:23 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Morgan Hill (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Morgan Hill:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [michelle.bigelow@morganhill.ca.gov](mailto:michelle.bigelow@morganhill.ca.gov)

**To advise City of Morgan Hill of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [michelle.bigelow@morganhill.ca.gov](mailto:michelle.bigelow@morganhill.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from City of Morgan Hill**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [michelle.bigelow@morganhill.ca.gov](mailto:michelle.bigelow@morganhill.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Morgan Hill**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [michelle.bigelow@morganhill.ca.gov](mailto:michelle.bigelow@morganhill.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Morgan Hill as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Morgan Hill during the course of your relationship with City of Morgan Hill.