



## Authorized GM Envolv Warranty Service Station

This Authorized GM Envolv Warranty Service Station Agreement (the "Agreement"), is effective when executed by General Motors LLC ("GM") through the General Motors Envolv Operations and Support organization ("GM Envolv") and by the "Fleet Operator" identified below:

|                                                                            |                                |          |                    |
|----------------------------------------------------------------------------|--------------------------------|----------|--------------------|
| a corporation <input type="checkbox"/>                                     | City of Ocala Fleet Management |          |                    |
| in state of <u>FL</u>                                                      | Entity Name                    |          |                    |
| an LLC <input type="checkbox"/>                                            | Ocala                          | Marion   | Florida            |
| other <input checked="" type="checkbox"/> <u>Municipality</u><br>(specify) | (City)                         | (County) | (State)            |
|                                                                            |                                |          | 34470              |
|                                                                            |                                |          | (9 Digit Zip Code) |

### Background:

A. Fleet Operator currently purchases or leases (or in the future may purchase or lease) GM vehicles ("GM Vehicles") through authorized GM dealers (each, a "GM Dealer") in connection with Fleet Operator's business, which may or may not include renting or leasing or otherwise providing GM Vehicles for use by third-parties (each, if applicable, an "End User");

B. GM Envolv is an internal GM consolidated operation for fleet service under which Fleet Operator desires to perform certain warranty diagnosis, service and repairs, special policy service and adjustments, goodwill policy service and adjustments and campaign service and adjustments on GM Vehicles as specifically identified herein (collectively, the "Authorized Service") and to receive certain reimbursements or compensation from GM in connection with the same as further described in this Agreement. Fleet Operator will perform such Authorized Service only at the following approved service facilities ("Authorized Warranty Service Station(s)"), by Fleet Operator's trained technicians on those fleet vehicles owned by Fleet Operator:

|                                   |              |           |                    |
|-----------------------------------|--------------|-----------|--------------------|
| <u>1805 NE 30th Ave, Bldg 200</u> | <u>Ocala</u> | <u>FL</u> | <u>34470</u>       |
| (Address)                         | (City)       | (State)   | (9 Digit Zip Code) |

\*Additional sites may be listed as an appendix to this agreement.

where Fleet Operator has approved service facilities ("Authorized GM Envolv Warranty Service Station(s)"); and

C. Pursuant to this Agreement, GM authorizes, and Fleet Operator agrees to perform the Authorized Service at its Authorized GM Envolv Warranty Service Station(s) pursuant to the terms and conditions in this Agreement.

Check all that apply/approval is only applied to those checked:

☐ Buick  
 ☐ Cadillac  
 ☒ Chevrolet  
 ☒ GMC  
 ☒ Medium Duty  
☒ Electric Vehicles (**non-High Voltage Work only**)

**Authorized GM Envolv Warranty Service Station****Agreement:**

The parties hereby agree as follows:

1. (a) Subject to Fleet Operator's full compliance with the terms and conditions of this Agreement, GM hereby authorizes Fleet Operator, solely at the Authorized GM Envolv Warranty Service Station(s), and as part of the Authorized Service, to perform PDI and certain warranty service and repairs, special policy service and adjustments, goodwill policy service and adjustments and campaign service and adjustments as outlined above ("Warrantable Adjustments"), all as implemented, announced, and approved by GM, and performed in accordance with the requirements and provisions of GM Envolv Service Policies and Procedures Manual and applicable GM Service Bulletins. The GM Envolv Service Workbook (the "Workbook") provided to Fleet Operator by GM Envolv is incorporated into and made part of this Agreement and must be completed for this Agreement to be valid. Fleet Operator must comply at all times with the terms and conditions of the Workbook.

(b) Notwithstanding the foregoing, regarding GM Electric Vehicles, Fleet Operator is not authorized to, and will not, attempt to diagnose or perform any high voltage work on or relating to the EV battery and/or EV battery components, including, but not limited to, disconnecting the 12-volt system for access to the EV battery and/or EV battery components and the high voltage tasks identified in the Service Information (collectively, "High Voltage Work"). High Voltage Work may only be performed by an EV certified technician at an authorized GM Dealer. GM may, from time to time and at its sole discretion, identify and provide Fleet Operator with specific activities that do or do not constitute High Voltage Work, and Fleet Operator agrees to comply with the requirements set forth in this Agreement for all such activities.

(c) Prior to attempting to diagnose or repair any non-High Voltage Work on a GM Electric Vehicle, Fleet Operator's employees, agents, and representatives who perform work on any GM Electric Vehicle must (i) reference and review all Service Information regarding high voltage information, warnings, and hazards directly or indirectly applicable for any such work, and (ii) have completed all safety and Electric Vehicle training courses required by GM, as specified in the GM Envolv Service Workbook. Further, Fleet Operator must have at least two individuals per site (unless otherwise specified by GM) complete the training courses referenced in subsection (ii) above prior to Fleet Operator receiving delivery of any GM Electric Vehicle.

2. It is the Fleet Operator's sole responsibility to check all GM Vehicles/VIN's for open field actions/recalls and ensure completion and resolution prior to delivery of a GM Vehicle to End User. Such resolution must be accomplished in a manner consistent with the prohibitions set forth in this Agreement, except as otherwise specified by applicable law. Fleet Operator will not deliver a GM Vehicle to an End User with an open field action/recall. In the event Fleet Operator violates this section, GM may, in its sole discretion, debit back any PDI payments made by GM for any GM Vehicles delivered in violation of this section and/or immediately terminate the Agreement.

3. Fleet Operator's location is required to have access to and abide by Service Information, appropriate tools, and resources to maintain and complete receiving/incoming inspections, store vehicles, report vehicle in-transit damage and document/complete PDI inspection forms, document completion by VIN as required by GM's Service Policy & Procedures Manual (Transportation, Vehicle Storage and PDI) and other guidelines in the Service Policy & Procedure Manual. Training, Service and Tools may require additional fees. All damage in transit repairs must be completed by a GM Dealer. Fleet Operator must

**Authorized GM Envolv Warranty Service Station**

maintain processes for vehicle receiving, inspection, damage reporting, storage, PDI documentation by VIN and completion, training.

4. Fleet Operator shall submit for reimbursement for Warrantable Adjustments performed by Fleet Operator under this Agreement, and GM will reimburse Fleet Operator for such Warrantable Adjustments in accordance with current GM Envolv Service policies and procedures.
5. GM will reimburse Fleet Operator for labor based upon the amount of time shown in the GM Labor Time Guide multiplied by the Fleet Operator's approved labor rate(s).
6. Fleet Operator agrees to use only genuine GM-approved Parts and Accessories in performing Warrantable Adjustments paid for by GM.
7. GM will reimburse Fleet Operator for parts in accordance with applicable provisions of the GM Envolv Service Policies and Procedures Manual.
8. GM Envolv representatives will visit the Authorized GM Envolv Warranty Service Stations periodically and will provide reasonable assistance in the proper handling of GM Envolv maintenance requirements in general and of warranty claim processing.
9. GM will offer general and specialized service courses from time to time to which Fleet Operator, based on the needs of Fleet Operator's service personnel, shall send members of Fleet Operator's service organization at Fleet Operator's expense.
10. Fleet Operator will provide a sufficient number of competent, trained service personnel at the Authorized GM Envolv Warranty Service Station(s) adequate for it to perform the Authorized Service, including Warranty Adjustments permitted under this Agreement. Completion of recommended technical training (beyond any required training) for GM Vehicles, including Electric Vehicles, are the sole responsibility of the Fleet Operator. GM strongly recommends that all of Fleet Operator's technicians complete the safety and Electric Vehicle training courses supplied by GM.
11. Fleet Operator shall perform its responsibilities for Authorized Service, including PDI and Warrantable Adjustments, in compliance with all government requirements and regulations, as well as in accordance with such recommendations, specifications, and instructions relating thereto as may be furnished to Fleet Operator by GM.
12. Fleet Operator shall provide and maintain the Authorized GM Envolv Warranty Service Station(s), adequate in size and layout for service, to enable Fleet Operator to fulfill its responsibilities under this Agreement.
13. Fleet Operator shall provide and maintain at the Authorized GM Envolv Warranty Service Station(s) adequate service equipment, including adequate lift hoist, forklift, and special tools, to enable Fleet Operator to fulfill its responsibilities for Authorized Service, including Warrantable Adjustments, under this Agreement. Fleet Operator acknowledges that such adequate service equipment may differ for different categories of GM Vehicles (such as internal combustion engine vehicles versus Electric Vehicles).



## Authorized GM Envolv Warranty Service Station

14. Fleet Operator will establish and maintain a vehicle maintenance program acceptable to GM Envolv in its sole discretion, including records of maintenance and warranty claims.

15. Fleet Operator will indemnify, defend, and hold harmless GM, including its affiliates, subsidiaries, officers, directors, shareholders, agents, and employees, from and against any liability, claim, demand, and expense (including attorney fees and court costs) arising from or relating to (i) any failure of Fleet Operator to fully perform any of its obligations under this Agreement, or (ii) Fleet Operator's performance of any Authorized Service, including PDI and Warrantable Adjustments, on any GM Vehicles. **\*See below**

16. It is understood and agreed that Fleet Operator by reason of the execution of this Agreement is not granted any right to sell any new GM product. Fleet Operator is not granted any right to use any name, other trademark, or service mark (including the distinctive outline or form thereof) owned by GM. Fleet Operator agrees not to use such name or trademark in or as a part of its trade name.

17. Unless terminated earlier, the term of this Agreement shall be five (5) years, beginning on the date that GM executes this Agreement. Either party may terminate this written Agreement upon thirty (30) days' advance written notice to the other party. GM may terminate this Agreement effective immediately upon any default by Fleet Operator of this Agreement.

18. This Agreement is not valid until and unless it is executed by GM.

19. Fleet Operator will comply with all applicable laws, rules, regulations, orders, conventions, and ordinances.

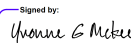
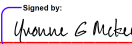
20. Fleet Operator agrees to provide GM a viable account number to facilitate monthly open account transactions by utilizing an electronic funds transfer process. If at any time the Fleet Operator's open account becomes invalid or cannot receive transactions the Fleet Operator will incur and remain responsible for a monthly check processing fee, currently \$50 per check, subject to change at GM's sole discretion.

21. Miscellaneous. This Agreement will be governed by the laws of the State of ~~Michigan~~, **Florida**, without regard for the principles of conflicts of laws. Fleet Operator will keep the existence and contents of this Agreement confidential and not disclose the same to any third party without prior written consent of GM, except as required by law or to those parties on a reasonable need to know basis. Fleet Operator will comply with all applicable laws in performing any Authorized Service, including PDI and Warranty Adjustments. This Agreement supersedes any previous Authorized GM Envolv Warranty Service Station Agreement between Fleet Operator and GM. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions, and provisions of this Agreement will control. Fleet Operator may not assign, delegate, or transfer, either totally or partially, its rights and obligations under this Agreement without the prior written consent of GM. Any attempted assignment or transfer by Fleet Operator will be null and void. No amendment to this Agreement will be binding upon either party unless it is in writing and signed by the parties. This Agreement may be executed in two (2) or more counterparts and by facsimile or other means of electronically imaging a signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures will be valid for execution.



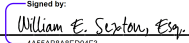
**Authorized GM Envolv Warranty Service Station**

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below:

|                                                                                                                                   |                        |                                                                                                                                        |            |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>City of Ocala Fleet Management</b>                                                                                             |                        | General Motors LLC<br>GM Envolv Operations and Support                                                                                 |            |
| Fleet Operator Name                                                                                                               |                        |                                                                                                                                        |            |
| By:  <small>DocuSigned by: Ken Whitehead</small> | 10/23/2025             | By:  <small>Signed by: Yvonne G McKee</small>         | 10/21/2025 |
| Officer Signature                                                                                                                 | Date                   | GM Authorized Signature                                                                                                                | Date       |
| Ken Whitehead                                                                                                                     | Assistant City Manager | Renee L. Smith, Sr. Manager, GM Envolv Service Operations                                                                              |            |
| Officer of Firm Name and Title **                                                                                                 |                        | GM Authorized Manager<br>Modifications to Agreement approved by General Motors LLC<br>GM Envolv Operations and Support                 |            |
| 1805 NE 30th Ave., Bldg. 200, Ocala, FL 34470                                                                                     |                        | Signature:  <small>Signed by: Yvonne G McKee</small> |            |
| Address (Street, City, State, ZIP)                                                                                                |                        | Printed Name: Yvonne G McKee                                                                                                           |            |
| Witness                                                                                                                           |                        | Title: GM Envolv - Senior Manager Service Operations                                                                                   |            |
|                                                                                                                                   |                        | Date: 10/21/2025                                                                                                                       |            |

\*\* (If signed by a representative of Fleet Operator, title such as President, Partner, etc., must be indicated.)

Approved as to form and legality:

 Signed by: William E. Sexton Esq.  
William E. Sexton, Esq.  
City Attorney

**\*City of Ocala Terms and Conditions**

**PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Venue for any dispute arising out of this Agreement shall be the Circuit Court in and for Marion County, Florida.

**NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City of Ocala to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

## Certificate Of Completion

Envelope Id: E72076BC-EC7A-423B-8506-180E48CF6576

Status: Completed

Subject: SIGNATURE: Authorized GM Envelope Warranty Service Station Agreement-General Motors LLC (FLT/250724)

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

aadolf@ocalafl.gov

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

10/16/2025 5:36:10 PM

aadolf@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

## Signer Events

Yvonne G McKee

yvonne.g.mckee@gm.com

GM Envelope - Senior Manager Service Operations

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

C138E1C57D17487...

## Timestamp

Sent: 10/16/2025 6:51:19 PM

Viewed: 10/21/2025 9:40:08 AM

Signed: 10/21/2025 9:41:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.208.47.76

## Electronic Record and Signature Disclosure:

Accepted: 10/21/2025 9:40:08 AM

ID: d9f9d412-bfb1-46ec-9581-f4dcb6a99697

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

4A55AB8A8ED04F3...

Sent: 10/21/2025 9:41:47 AM

Viewed: 10/23/2025 8:51:58 AM

Signed: 10/23/2025 8:52:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

5677F71E38874F4...

Sent: 10/23/2025 8:52:34 AM

Viewed: 10/23/2025 11:16:37 AM

Signed: 10/23/2025 11:19:51 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

| Certified Delivery Events                  | Status           | Timestamp              |
|--------------------------------------------|------------------|------------------------|
| Carbon Copy Events                         | Status           | Timestamp              |
| Witness Events                             | Signature        | Timestamp              |
| Notary Events                              | Signature        | Timestamp              |
| Envelope Summary Events                    | Status           | Timestamps             |
| Envelope Sent                              | Hashed/Encrypted | 10/16/2025 6:51:19 PM  |
| Certified Delivered                        | Security Checked | 10/23/2025 11:16:37 AM |
| Signing Complete                           | Security Checked | 10/23/2025 11:19:51 AM |
| Completed                                  | Security Checked | 10/23/2025 11:19:51 AM |
| Payment Events                             | Status           | Timestamps             |
| Electronic Record and Signature Disclosure |                  |                        |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (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 Ocala - Procurement & Contracting:**

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: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting 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 [contracts@ocalafl.org](mailto:contracts@ocalafl.org) 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 Ocala - Procurement & Contracting**

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 [contracts@ocalafl.org](mailto:contracts@ocalafl.org) 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 Ocala - Procurement & Contracting**

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 [contracts@ocalafl.org](mailto:contracts@ocalafl.org) 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 Ocala - Procurement & Contracting 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 Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.