

# **The Goodyear Tire & Rubber Company**

**Akron, Ohio 44316 – 0001**

SENT VIA FEDEX AND EMAIL

March 16, 2018

Indian River County Administration Office  
Attn: Jason E. Brown - County Administrator  
1801 27th Street  
Vero Beach, FL. 32960-3365  
Phone: 772-567-8000  
Email: jbrown@ircgov.com

**Indian River County**

**MAR 20 2018**

**Office of the  
County Administrator**

Dear Mr. Brown:

I am writing on behalf of Goodyear Auto Service Centers, a division of The Goodyear Tire & Rubber Company ("Goodyear") pursuant to Section 100.06 Indian River County Code of Ordinances (the "Applicable Code"), in response to a letter from Mr. John King, Director, Department of Emergency Services (the "Dispute Letter"), disputing certain invoices referred to therein as improper, and refusing payment for reasons specified in the Dispute Letter. The Dispute Letter is attached for your reference.

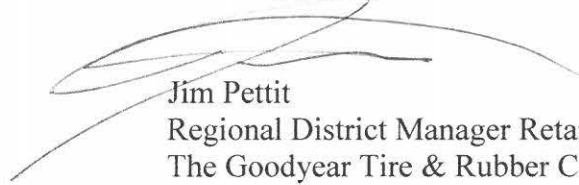
Per the Applicable Code, Goodyear has a right to appeal a decision from a department head by delivering to the person or body responsible for hearing the appeal a written statement with facts and details showing why the decision should be reversed or modified, with a copy to the person or body from which the appeal is being taken. This letter satisfies that requirement and Goodyear hereby exercises its right under the Applicable Code to appeal the Dispute Letter. Furthermore, Goodyear expressly reserves all rights it may have in contractual, tort, statutory or equitable remedies under applicable law.

The invoices provided to Indian River County are substantially similar to the invoices that were provided to Indian River County throughout 2017 and each of such 2017 invoices, totaling \$ 170,769.93, in the aggregate, were submitted and paid without objection. No 2017 invoices provided to Indian River County included the FSA contract number or purchase number, yet each was accepted, without dispute, and processed for payment. Thus, the parties own course of conduct supports that this information was not required for the payment of invoices. However, Goodyear would be happy to revise the disputed invoices and resubmit them for payment. Goodyear can also agree to change the parties' current practice and include this information on invoices to Indian River County going forward. But in any case, a technical billing issue would not give Indian River County grounds to indefinitely and definitively refuse payment of amounts due and payable to Goodyear for products delivered to an agent of Indian River County.

With respect to the referenced FSA contract in the Dispute Letter, our records indicate that pricing in the invoices in dispute reflects pricing from Florida's state contract with Goodyear as opposed to FSA pricing. Indian River County is eligible to purchase tires from Goodyear at either the FSA or state price lists. Please instruct which contract, and which respective Goodyear pricing, should be used in rebilling these invoices and in future invoices going forward.

Please let me know if you have any questions or need additional information. Goodyear looks forward to your response so this dispute can be resolved amicably in a timely manner and the parties can resume their valued business relationship.

Sincerely yours,



Jim Pettit  
Regional District Manager Retail  
The Goodyear Tire & Rubber Company

Cc: John King, Director, Department of Emergency Services