

# The Goodyear Tire & Rubber Company

Akron, Ohio 44316 – 0001

SENT VIA FEDEX AND FAX

**Indian River County**

April 16, 2018

APR 16 2018

Indian River County Board of County Commissioners  
Attn: Peter D. O'Bryan, Chairman  
1801 27th Street  
Vero Beach, FL. 32960-3365  
Phone: (772) 226-1490  
Fax: (772) 770-5334

**Office of the  
County Administrator**

*(via E-mail)*

Dear Indian River County Board of Commissioners:

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. Jason Brown, County Administrator (the "Denial Letter"), wherein he denied Goodyear's appeal of the County's refusal to pay certain invoices. The Denial Letter is attached for your reference.

Per the Applicable Code, Goodyear has a right to appeal a decision from the County Administrator 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 Denial Letter. Furthermore, Goodyear expressly reserves all rights it may have in contractual, tort, statutory or equitable remedies under applicable law.

Mr. Brown based his denial on the supposition that Goodyear did not address the three alleged discrepancies identified in Mr. King's original letter refusing payment of the submitted invoices. Goodyear believed it had adequately explained the facts and offered to resubmit the invoices, not realizing the revised invoices were expected to be included in the response to Mr. Brown. To address that issue and bring the invoices into the requested compliance, Goodyear is enclosing revised invoices with this correspondence that include the County's Purchase Order number, the FSA Contract number and apply the FSA contract pricing to the purchases made by the County's authorized agent.

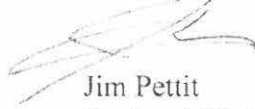
With respect to the third alleged discrepancy, Goodyear is not aware of any requirement in any agreement that mandates Goodyear match tires purchased by the County to Indian River County vehicles. This item has never been a requirement to obtain payment during the parties' course of conduct. Goodyear disputes this as a valid basis for rejection of payment of the

invoices for tires ordered and received by the authorized agent for the County's Department of Emergency Management. Unless the County can specifically identify the applicable agreement and contractual language imposing such a requirement on Goodyear, this alleged discrepancy must be withdrawn and payment remitted. Unless the County sets forth the specific citation in support, Goodyear will use this as evidence of the County's bad faith in dealing and evidence of a breach of contract.

However, it is Goodyear's desire that the steps being taken to comply with the administrative requests of the County will resolve this dispute without the need for litigation to be initiated.

Please let me know if you have any questions or need additional information. Goodyear looks forward to your response so the parties can resume their valued business relationship as demonstrated by the numerous transactions that have been completed in the past.

Sincerely yours,



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

Cc: Jason E. Brown, County Administrator  
*via email – jbrown@ircgov.com*