

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, www.miamibeachfl.gov

Jimmy L. Morales, City Manager
Tel: 305-673-7010, Fax: 305-673-7782

March 2, 2018

Rick Lopez
Insurance Tracing Services, Inc.
110 W. Ocean Blvd., Suite 602
Long Beach, CA 90802
Email: rick.lopez@instracking.com

Sent Via Email and US Certified Mail
Return Receipt No.70151730000182944620

Joseph Chaparo, Esq.
Insurance Tracing Services, Inc.
400 Oceangate, Suite 450
Long Beach, CA 90802
Email: joseph.chaparo@instraking.com

RE: Notice of Expiration of Cure Period, Notice of Termination for Cause and Demand for Immediate Transfer of Data

Vendor: Insurance Tracing Services, Inc.
Owner: City of Miami Beach, Florida
Project: Web Based Certificate of Insurance Tracking

Dear Mr. Lopez,

Please be advised that the above referenced agreement is hereby **terminated for cause** due to Insurance Tracing Services, Inc.'s ("ITSI") failure to cure or commence a cure as outlined in the City's Notice of Termination for Cause and Demand for Transfer of Data.

Based on ITSI's response to the City's above referenced notice, dated February 23, 2018, it is clear that ITSI has no intention of commencing a cure or otherwise rectifying its breaches and defaults of the agreement. ITSI's assertions in its letter also demonstrate that ITSI is both factually and procedurally wrongful in its attempt at terminating the agreement with the City.

ITSI's defaults under the agreement and its failure to immediately turn over the City's data is continuing to expose the City to damages and liabilities, which is amplified every day that the City does not have access to the Certificates of Insurance that ITSI is withholding. Be advised that ITSI remains obligated to:

protect, defend, reimburse, indemnify and hold [the City] ... harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs ... arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of Contractor.

(Article 14 – Indemnification).

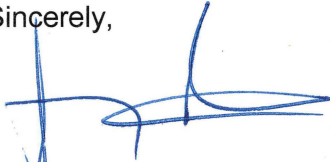
Based on the foregoing, the City is currently exploring all available options, both administratively and legally, to avail itself of any and all rights and remedies that may be available to the City at law and in equity based on ITSI's defaults and termination for cause of this agreement.

The foregoing notice is without waiver of the City's rights to take action with respect to any other violation or default of the agreement not specified herein.

Should you have any questions or need additional information, please contact Alian Gonzalez at 305.673.7490 or aliangonzalez@miamibeachfl.gov.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,



Jimmy L. Morales
City Manager

Cc: Rick Lopez, Insurance Tracking Services, Inc, 9507 S. Santa Monica Blvd., Suite 205, Beverly Hills, CA 90210
Alex Denis, Director Of Procurement (Via Email Only)
Rafael Paz, First Assistant City Attorney (Via Email Only)
Jason Jacobson, Assistant City Attorney II (Via Email Only)
Alian Gonzalez, Procurement Contracting Analysis II (Via Email Only)