

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A



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September 16, 2024

Mr. Johnathan Silvia, CEO
Poseidon Ferry, LLC
400 S.E. 2nd Avenue
Miami, FL 33131

Via Federal Express Mail and
E-Mail: jsilvia@poseidonferry.com

Re: Concession Agreement between the City of Miami Beach (the “City”) and Poseidon Ferry, LLC, a Delaware limited liability company (the “Concessionaire”) dated March 14, 2024 (the “Agreement”) for the Turnkey Implementation, Management, Operation (including Dock Operations) and Maintenance of a Waterborne Transportation Services Pilot Program.

Notice of Default

Dear Mr. Silvia:

Pursuant to Section 13.4 (Failure to Operate) of the Agreement, “failure of Concessionaire to operate the Program at the Concession Area for a period of time exceeding two (2) continuous days shall constitute a material default under this Agreement with no cure period.” It is important to note that since the commencement of the water taxi pilot program service, on June 30, 2024, there have been three (3) instances where Poseidon has not been able to operate the water taxi service for more than two (2) consecutive days as a result of mechanical failures of the vessel. The first instance occurred from July 10th through July 14th, resulting in five (5) days of no service; the second instance occurred from August 7th through August 9th, resulting in three (3) days of no service; and the third instance occurred when Concessionaire suspended the water taxi service as of August 20, 2024 until further notice.

Please consider this communication as formal notice, that pursuant to Section 13.4 of the Agreement, the City is hereby terminating the Agreement as of the date of receipt of this letter (“Termination Date”), subject to survival of any and all provisions of the Agreement intended to survive termination of the Agreement. In addition to termination of the Agreement, the City reserves the right to pursue any and all remedies available under the Agreement, in equity and at law in connection with any of Concessionaire’s defaults under the Agreement.

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Since Concessionaire is no longer authorized to operate the water taxi services from the Concession Area as of the Termination Date, pursuant to Section 13.7 (Surrender of Concession Area/Removal by Concessionaire of Equipment/Improvements) of the Agreement, Concessionaire, at its sole cost, is hereby required to return the Concession Area to the City in the same condition as the Concession Area was in prior to the Commencement Date, reasonable wear and tear excepted, and remove all equipment and Concession Area Improvements from the Concession Area.

Should you have any questions, please do not hesitate to contact Mikhail Ryabov, P.E., the Transportation & Mobility Department Transportation Manager at 305-673-7000 Ext. 26831.

Kindly Govern Yourself Accordingly.

Sincerely,



Gisela Nanson Torres
Senior Assistant City Attorney

C:

Via U.S. Mail:

Mr. Johnathan Silvia, CEO
Poseidon Ferry, LLC
P.O. Box 1567
Ormond Beach, FL 32175

Via E-mail only:

Ricardo J. Dopico, City Attorney
Jose Gonzalez, Transportation & Mobility Department Director
Rickelle Williams, Assistant City Manager
Eric T. Carpenter, City Manager