

March 25, 2022

**VIA CERTIFIED MAIL USPS (RRR # 9214890194609700051740)**

Mr. Holland Ryan, COO  
Old School Square Center for the Arts, Inc.  
51 N Swinton Avenue  
Delray Beach, Florida 33444

**RE: Formal Termination and Voiding of the A-GUIDE: Achieving Goals Using Impact Driven Evaluation ("A-GUIDE") Funding Agreement for Fiscal Year 2020-2021 and Fifteen (15) Day Demand Letter for Recoupment of Grant Funds for Fiscal Year 2020-2021**

Dear Mr. Ryan:

As you are aware, the law firm of Cole, Scott & Kissane, P.A. represents the Delray Beach Community Redevelopment Agency ("CRA") regarding the above-referenced matter. As you know, on February 22, 2022 the CRA Board, by unanimous vote, authorized the issuance of a notice of deficiencies and opportunity to cure pursuant the express terms and conditions of the October 16, 2021 A-GUIDE: Achieving Goals Using Impact Driven Evaluation ("A-GUIDE") Funding Agreement for Fiscal Year 2020-2021 ("2020-2021 Funding Agreement"). Pursuant to the 2020-2021 Funding Agreement, Old School Square Center for the Arts, Inc. ("OSSCA") was eligible for funding, not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), paid in quarterly payments ("Funding Amount").

As clearly stated in the 2020-2021 Funding Agreement, the Funding Amount was to be used in furtherance of the goals and objectives contained in the CRA's Community Redevelopment Plan, and the needs and priorities defined by the CRA in the A-GUIDE. By executing the 2020-2021 Funding Agreement, OSSCA agreed to the express condition and requirement, that prior to the issuance of the Funding Amount, it was required to provide the CRA certain information and documentation in addition to any additional information the CRA, in its sole and absolute discretion, deemed necessary in order to fully evaluate OSSCA's performance and financial status.

Unfortunately, despite demanding disbursement of funds pursuant to the 2020-2021 Funding Agreement, OSSCA continuously failed to comply with its contractual obligations in providing the CRA the information and documentation it deemed necessary in order to fully evaluate OSSCA's performance and financial status. After months of non-compliance and having exhausted all its attempts to seek compliance, the CRA was left with no choice but to exercise its right to provide OSSCA one final attempt to provide the CRA the information and documentation requested by issuing a formal written notice of deficiencies and opportunity to cure pursuant to the terms and conditions of the 2020-2021 Funding Agreement.

Accordingly, on February 23, 2022 the CRA issued its formal written Notice of Deficiencies and Opportunity to Cure ("Notice") which provided OSSCA one final opportunity to cure the specific

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deficiencies set forth in Exhibit A of the Notice (“Deficiencies”).<sup>1</sup> As clearly stated in the Notice and despite being plainly evident in Paragraph 13 of the 2020-2021 Funding Agreement, OSSCA had fourteen (14) days from receipt of the Notice to cure the Deficiencies.

Rather than timely complying with its contractual obligation or requesting clarification or even an extension of time, OSSCA chose to ignore the fourteen (14) day deadline and provided its untimely response to the Notice on March 15, 2022.

Specifically, on March 15, 2022, OSSCA’s counsel, Mr. Cerenko, provided a letter dated March 14, 2022, purporting to serve as OSSCA’s formal response to the CRA’s Notice, including the Deficiencies (“Response”).<sup>2</sup> In addition to the Response, on March 15, 2022, OSSCA hand delivered to the CRA’s office, a USB containing some of the documentation referenced in its Response.

In light of the recent statements made by OSSCA and its counsel as to its untimely Response, it is worth reiterating that issuance of the Notice on behalf of the CRA was provided in strict compliance with Paragraph 13 of the 2020-2021 Funding Agreement, including the recipient and address specifically designated by OSSCA, that has never been amended to date. Paragraph 13 of the 2020-2021 Funding Agreement specifically states:

13. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Renée A. Jadusingh, Esq., Executive Director  
20 N. Swinton Avenue  
Delray Beach, FL 33444  
Telephone No.: (561) 276-8640  
Facsimile No.: (561) 276-8558

OSS: Holland Ryan, COO  
51 N Swinton Ave  
Delray Beach, Florida 33444  
Telephone No.: (561) 243-7018

Not only did the CRA comply with the notice provision of the Funding Agreement by deposit of the Notice with the United States Postal Service with prepaid postage but the documentation establishes that OSSCA received delivery of the Notice on February 24, 2022 at the address designated in the 2020-2021 Funding Agreement. Additionally, OSSCA Board Member, Bill Branning, also confirmed receipt of the Notice and acknowledged OSSCA’s forthcoming formal

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1. A copy of the CRA’s February 23, 2022 letter entitled Notice of Deficiencies and Opportunity to Cure and Request for Access, Examine and Inspect Pursuant to the CRA’s A-GUIDE Funding Agreements and Public Records Request Pursuant to Public Records Act, Chapter 119, Florida Statutes is attached hereto, without its corresponding exhibits as **Exhibit “A.”**

2. A copy of Mr. Cerenko’s e-mail correspondence and Response to the CRA’s Notice are attached hereto as composite **Exhibit “B.”**

response to same, in his February 25, 2022 e-mail correspondence to CRA Executive Director, Renee Jadusingh.<sup>3</sup>

In addition to complying with the express terms and conditions of the 2020-2021 Funding Agreement, the CRA also provided a courtesy copy of the Notice to Marko Cerenko, OSSCA's designated attorney in this matter, as confirmed in OSSCA Board Member, Scott Porten's, February 23, 2022 correspondence to the CRA.<sup>4</sup>

Shockingly, and yet another example of OSSCA's failure to comply with its contractual obligations, only after being informed that OSSCA's March 14, 2022 response to the Notice, prepared and signed by Mr. Cerenko as counsel for OSSCA, was insufficient and untimely,<sup>5</sup> did OSSCA attempt to maintain that Mr. Cerenko was not its counsel relative to the CRA matter.<sup>6</sup> Notably, in addition to Mr. Cerenko's numerous letters confirming his representation of OSSCA relative to the CRA matter, no such mention, objection, or clarification as to his involvement was ever provided to the CRA by OSSCA Board Members, Bill Branning or Patty Jones, whom both were copied on Mr. Porten's February 23, 2022 correspondence, clearly designating Mr. Cerenko as OSSCA's counsel in this matter.

Notwithstanding the untimely Response, even a cursory review of the Response demonstrates that despite being provided another opportunity to cure the Deficiencies, OSSCA again failed to provide the CRA all of the information and documentation as to the Deficiencies specifically set forth in its Notice. *See* Exhibit B at Section B ¶¶ 1-19.

As a result, the CRA Board, in its sole and absolute discretion, determined OSSCA failed to cure the Deficiencies, including its failure to provide sufficient documentation demonstrating it expended CRA funds in accordance with the A-GUIDE Funding Application, the A-GUIDE, and the 2020-2021 Funding Agreement.

Consequently, on March 22, 2022, the CRA Board, unanimously voted in favor of: i) deeming OSSCA failed to cure the Deficiencies set forth in the Notice to the satisfaction of the CRA; ii) issuing formal written notice that the 2020-2021 Funding Agreement is immediately voided; iii) authorizing issuance of this fifteen day demand letter for the recoupment of the Funding Amount allocated and disbursed, including the One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00) previously disbursed to OSSCA, for the first quarter of fiscal year 2020-2021.

Lastly, the CRA acknowledges and confirms receipt of the March 21, 2022 letter from OSSCA Board Member, Patty Jones, to the CRA.<sup>7</sup>

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3. A copy of Mr. Branning's February 25, 2022 correspondence is attached hereto as **Exhibit "C."**

4. A copy of the February 23, 2022 courtesy copy transmittal correspondence to Mr. Cerenko and the corresponding follow up emails are attached hereto as **Exhibit "D."**

5. A copy of the March 16, 2022 correspondence sent by undersigned counsel to Mr. Cerenko is attached hereto as **Exhibit "E."**

6. A copy of the March 18, 2022 correspondence sent by Mr. Cerenko is attached hereto as **Exhibit "F"** and a copy of the CRA's March 21, 2022 response is attached hereto as **Exhibit "G."**

7. A copy of the March 21, 2022 letter from Ms. Jones to the CRA is attached hereto as **Exhibit "H."**



The CRA further acknowledges, that as stated in Ms. Jones' March 21, 2022 letter, OSSCA is no longer seeking the Funding Amount pursuant to the 2020-2021 Funding Agreement. Moreover, as to the remainder of Ms. Jones' March 21, 2022 letter, the CRA again disagrees with OSSCA's continuous self-serving narrative and false representations and maintains its position that it always acted in the utmost good faith. Unfortunately, despite the CRA's extensive efforts, OSSCA has continuously refused to simply comply with its contractual obligations set forth in the A-GUIDE and the 2020-2021 Funding Agreement.

**Accordingly, pursuant to the clear and unequivocal terms and conditions of the 2020-2021 Funding Agreement, this letter shall serve as the CRA's formal written notice to OSSCA that the 2020-2021 Funding Agreement is immediately voided and terminated.**

**This letter shall further serve as the CRA's formal demand to OSSCA pursuant to the clear and unequivocal terms and conditions of the 2020-2021 Funding Agreement, that OSSCA repay the CRA for the previously dispersed Funding Amount, in the amount of One Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$187,500.00) ("Demand Amount"). OSSCA shall have fifteen (15) days from receipt of this letter to issue payment to the CRA for the Demand Amount.**

Finally, this letter shall not constitute a waiver of any of the CRA's rights and remedies under the 2020-2021 Funding Agreement, the A-GUIDE, and any other agreements not specifically identified herein. The CRA expressly reserves all of its rights under the 2020-2021 Funding Agreement, A-GUIDE, and at law or in equity, including the right to pursue any and all such legal remedies necessary.

Should you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,



Sanaz Alempour, Esq.

Enclosures

cc: Marko F. Cerenko, Esq., Counsel for OSSCA, [mcerenko@klugerkaplan.com](mailto:mcerenko@klugerkaplan.com)  
Saraga/Lipshy, P.L., Registered Agent for OSSCA, 455 N.E. 5th Avenue, Suite D, #422,  
Delray Beach, Florida 33483 (RRR # 92148901946097000000051757)  
Renee Jadusingh, Esq., CRA Executive Editor  
Kim Phan, Esq., CRA Legal Advisor  
Board Members of the CRA

February 23, 2022

**VIA CERTIFIED MAIL USPS**

Mr. Holland Ryan, COO  
Old School Square Center for the Arts, Inc.  
51 N Swinton Avenue  
Delray Beach, Florida 33444

RE: Notice of Deficiencies and Opportunity to Cure and Request for Access, Examine  
and Inspect Pursuant to the CRA's A-GUIDE Funding Agreements and Public  
Records Request Pursuant to Public Records Act, Chapter 119, Florida Statutes

Dear Mr. Ryan:

Please allow this correspondence to serve as a brief introduction. Specifically, the law firm of Cole, Scott & Kissane, P.A. represents the Delray Beach Community Redevelopment Agency ("CRA") regarding the above-referenced matter. As discussed in further detail below, this correspondence shall serve as the CRA's formal written notice to Old School Square Center for the Arts, Inc. ("OSSCA") of deficiencies and opportunity to cure pursuant to the CRA's A-GUIDE: Achieving Goals Using Impact Driven Evaluation ("A-GUIDE") Funding Agreements for fiscal years 2018-2019, 2019-2020, and 2020-2021. This correspondence shall further serve to provide OSSCA written and reasonable notice of the CRA request to access and examine all records, books, paper, or documents relating to the funding as authorized by the Funding Agreements for fiscal years 2018-2019, 2019-2020, and 2020-2021. Lastly, this correspondence includes a public records request on behalf of the records custodian of the CRA to OSSCA, pursuant to the Public Records Act, Chapter 119, Florida Statutes.

**I. Background**

As you know, for several years, OSSCA has applied for and has been awarded funding under the CRA's A-GUIDE, for the purpose of supporting the Cultural Arts Programming by increasing economic development, recreation, and cultural facilities. The CRA and OSSCA have entered into Funding Agreements for each award setting forth the specific terms and conditions of funding to be provided for the fiscal year, pursuant to the goals and objectives contained in the CRA's Community Redevelopment Plan, and the needs and priorities defined by the CRA in the A-GUIDE.

On September 11, 2018, the CRA and OSSCA entered into a Funding Agreement for the 2018-2019 Fiscal Year for funding not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), paid in quarterly payments ("2018-2019 Funding Agreement"). Attached hereto as Exhibit "1."

Next, on October 1, 2019, the CRA and OSSCA entered into a Funding Agreement for the 2019-2020 Fiscal Year for funding not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), paid in quarterly payments (“2019-2020 Funding Agreement”). Attached hereto as Exhibit “2.”

Most recently, on October 16, 2020, the CRA and OSSCA entered into a Funding Agreement for the 2020-2021 Fiscal Year for funding not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), paid in quarterly payments (“2020-2021 Funding Agreement”). Attached hereto as Exhibit “3.”

The 2018-2019 Funding Agreement, 2019-2020 Funding Agreement, and 2020-2021 Funding Agreement shall hereinafter collectively be referred to as “Funding Agreements.”

The Funding Agreements set forth the specific terms and conditions of funding to be provided to OSSCA, pursuant to the goals and objectives contained in the CRA’s Community Redevelopment Plan, and the needs and priorities defined by the CRA in the A-GUIDE. Pursuant to the Funding Agreements, prior to the issuance of quarterly payments, OSSCA was required to provide the CRA certain information and documentation set forth in the Funding Agreements, in addition to any additional information the CRA, in its sole and absolute discretion, deemed necessary in order to fully evaluate OSSCA’s performance and financial status.

The Funding Agreements also provide the CRA, upon reasonable notice, the right to access to and examine all records, books, paper, or documents relating to the funding provided pursuant to each agreement. Further, OSSCA agreed and was contractually obligated to maintain its books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CRA under each agreement in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes. Additionally, as reflected in the Funding Agreements, OSSCA unequivocally agreed that if it has caused any funds to be expended in violation of the Funding Agreements, it shall be responsible to refund such monies in full to the CRA.

With respect to the 2018-2019 Funding Agreement, the CRA disbursed to OSSCA, Seven Hundred Fifty Thousand Dollars (\$750,000.00), the total funding amount under the agreement. *See* Exhibit 1 at ¶ 3. Likewise, with respect to the 2019-2020 Funding Agreement, the CRA disbursed to OSSCA, Seven Hundred Fifty Thousand Dollars (\$750,000.00), the total funding amount under the agreement. *See* Exhibit 2 at ¶ 3.

Lastly, as to the 2020-2021 Funding Agreement, the CRA has disbursed to OSSCA, One Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$187,500.00) of the funding amount, that was not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). *See* Exhibit 3 at ¶ 3.

As OSSCA has been advised, no additional disbursements have been made pursuant to the 2020-2021 Funding Agreement, as the CRA has exercised its right to withhold further disbursements pending receipt of the information and documentation the CRA, in its sole and absolute discretion, deemed necessary to analyze OSSCA’s performance, financial position, and evaluate OSSCA’s expenditure of funds in accordance with its A-GUIDE application and pursuant to the 2020-2021 Funding Agreement. *See* Exhibit 3 at ¶¶ 3, 5 and 8; *see also* CRA’s A-GUIDE: Achieving Goals



Using Impact Driven Evaluation Funding Agreements for Fiscal Year 2020-2021 Funding Cycle attached hereto as Exhibit 4.

**I. Notice of Deficiencies and Opportunity to Cure**

To date, OSSCA has and continues to be in violation of the terms and conditions of the Funding Agreements for its failure to provide the CRA with the information and documentation requested. The CRA has deemed the information provided by OSSCA as insufficient and in violation of its obligations pursuant to the terms and conditions of the Funding Agreements.

After numerous failed attempts of obtaining such information and documentation from OSSCA, on February 15, 2022, the CRA published its Agenda for the February 22, 2022 CRA Board Meeting, including an Agenda Item 8C. NOTICE OF DEFICIENCY(IES) ACHIEVING GOALS USING IMPACT DRIVEN EVALUATION FUNDING AGREEMENT - OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC. ("February Agenda"). Attached hereto as Exhibit "5."

On February 22, 2022, the CRA Board, by unanimous vote, authorized the CRA Staff to proceed with providing OSSCA written notice of its deficiencies and opportunity to cure these deficiencies pursuant to the terms and conditions of the Funding Agreements, including but not limited to the terms and conditions of the 2020-2021 Funding Agreement.

Pursuant to Paragraphs 5 and 12 of the 2020-2021 Funding Agreement, OSSCA shall have fourteen (14) days, from receipt of this correspondence, to cure the deficiencies set forth in **Exhibit A** to this letter ("Deficiencies").<sup>1</sup> "Receipt" is defined in Paragraph 13 of the 2020-2021 Funding Agreement, as deposit of this correspondence in the custody of the United States Post Service.

The CRA acknowledges that after publication of the February Agenda, and specifically on February 22, 2022, OSSCA provided the CRA documentation presumably responsive to the CRA's prior requests. Accordingly, to the extent OSSCA maintains that any Deficiency(ies) have been cured and fully addressed in the documentation provided to the CRA on February 22, 2022, OSSCA may refer to those specific documents in its response to the CRA pursuant to Paragraphs 5 and 12 of the 2020-2021 Funding Agreement.

First, due to OSSCA's failure to provide the CRA the information and documentation previously requested and based on the information and documentation provided to date, the CRA has determined OSSCA has not expended the Funding Amount in accordance with the A-GUIDE Application. Second, due to OSSCA's continued failure to provide the CRA the information and documentation requested, the CRA has determined that OSSCA is not achieving the stated impacts and outcomes and/or is otherwise not furthering the CRA's goals and objectives as set forth in the A-GUIDE. Therefore, in accordance with Paragraphs 5 and 12 of the 2020-2021 Funding

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1. The deficiencies set forth in Exhibit A to this letter, are hereby adopted and incorporated by reference, as though fully stated herein and constitute the deficiencies for purposes of providing OSSCA notice and an opportunity to cure pursuant to Paragraphs 5 and 12 of the 2020-2021 Funding Agreement. See Exhibit 3.

Agreement, OSSCA shall have fourteen (14) days from receipt of this correspondence to cure the Deficiencies to the satisfaction of the CRA.

As clearly stated in the 2020-2021 Funding Agreement, not only must the deficiencies be satisfied to the satisfaction of the CRA, but “[t]he CRA shall have sole and absolute discretion with respect to the determination as to whether OSSCA is expending funds in accordance with its approved A-GUIDE funding application.” Exhibit 3 at ¶ 5. Furthermore, “the CRA Board has the right to void the Agreement immediately after delivery of written notice to OSS. Exhibit 3 at ¶ 12. The CRA’s Board shall have sole and absolute discretion with respect to the determination as to whether OSS is filling the CRA’s goals and objectives.” Exhibit 3 at ¶ 12.

Should the OSSCA fail to timely cure such deficiencies, set forth in the Deficiencies List, to the sole and absolute discretion and satisfaction of the CRA Board, the CRA Board has the right to:

- i) Void the 2020-2021 Funding Agreement immediately after delivery of written notice to the OSSCA. Exhibit 3 at ¶ 12;
- ii) Recoup any portions of funds allocated and/or already disbursed pursuant to the 2020-2021 Funding Agreement. Exhibit 3 at ¶ 5; and
- iii) Demand a refund from OSSCA of all CRA funds disbursed that were expended in violation of the Funding Agreements. Exhibit 1 at ¶ 8; Exhibit 2 at ¶ 7; and Exhibit 3 at ¶¶ 5 and 8.

## **II. Request for Access, Examine and Inspect Pursuant to the Funding Agreements**

Next, this correspondence shall serve to provide OSSCA with reasonable notice of the CRA’s request to exercise its right to access and examine all records, books, paper, or documents relating to the funding pursuant to Funding Agreements, maintained by OSSCA in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CRA pursuant to the Funding Agreements in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes. Exhibit 1 at ¶ 8; Exhibit 2 at ¶ 7; and Exhibit 3 at ¶ 14.

## **III. Public Records Request Pursuant to the Public Records Act, Chapter 119, Florida Statutes, for Inspection and Copies of All Public Records Maintained by OSSCA Pursuant to the Funding Agreements**

On behalf of the records custodian of the CRA, this correspondence shall hereby serve as the CRA’s request pursuant to the Public Records Act, Chapter 119, Florida Statutes, to inspect and copy all public records kept and/or maintained by OSSCA, as required by the Funding Agreements. *See* Exhibit 1 at ¶ 15; Exhibit 2 at ¶ 14; and Exhibit 3 at ¶ 14.

This request includes all of OSSCA’s financial and accounting books, records, papers, and documents relating to any funding provided by the CRA pursuant to the Funding Agreements and the corresponding fiscal years, including but not limited to the following:

1. OSSCA’s balance sheets;



2. OSSCA's financial statements;
3. OSSCA's financial audits;
4. OSSCA's audited adjusted trial balance and audit adjustments;
5. OSSCA's quarterly payroll journals;
6. OSSCA's quarterly payroll tax returns, including IRS Forms 941 and RT-6;
7. OSSCA's quarterly staff reports, including any and all former employees and/or furloughed employees and for each employee, their name, position, and identifying whether full-time or part-time, and fiscal year end quarterly salary/wages;
8. OSSCA's budgets and budget amendments approved by the OSSCA Board;
9. OSSCA's financial statements approved by the OSSCA Board;
10. OSSCA's 2020-2021 year-to-date-general ledger;
11. Documentation showing the accounting method used by OSSCA for fiscal years 2019-2020 and 2020-2021;
12. Documentation to support the expense of CRA funds for fiscal years 2019-2020 and 2020-2021 (i.e., cancelled checks, receipts, paid invoices);
13. Documentation reconciling why OSSCA's total expenses identified on pages 4 and 6 of OSSCA's September 30, 2020 Financial Audit (\$3,012,607), do not agree with the year-to-date expenses (\$2,611,131);
14. Documentation demonstrating that funds provided by the CRA pursuant to the Funding Agreements, were not inadvertently used by OSSCA for payroll expenses incurred during fiscal years 2019-2020 and 2020-2021; and
15. Funding and grants obtained by OSSCA from other private and corporate Foundations as stated in OSSCA's A-GUIDE Funding Applications to the CRA, including but not limited to, the PBC Tourist Development Council and the State of Florida.

Please note, that this request includes an opportunity to inspect and make copies of all the aforementioned requested documents, regardless of the format in which the information is stored.

If OSSCA refuses to provide this information, Chapter 119 requires that OSSCA advise us in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for OSSCA's decision, as required by Section 119.07(2)(a). If the exemption OSSCA is claiming only applies to a portion of the records, please delete that portion and provide the remainder of the records, according to Sections 119.07(1)(d); and 119.07(2)(a).

The CRA agrees to pay the actual cost of duplication as defined in Section 119.07(4); however, we ask to review all requested documents before determining which documents we would like to have copied. If OSSCA anticipates that in order to satisfy our forthcoming copying request, "extensive use" of information technology resources or extensive clerical or supervisory assistance as defined in Section 119.07(4)(d) will be required, please provide a written estimate and justification.

We request that these records be made available for inspection and review by **March 15, 2021**. If OSSCA has any questions or requires any additional information in order to expedite this request, please do not hesitate to contact me.

This letter shall not constitute a waiver of any of the CRA's rights and remedies under the Funding Agreements, any other agreements not specifically identified herein, A-GUIDE, or otherwise, and the CRA expressly reserves all of its rights under all Funding Agreements, A-GUIDE, and at law or in equity, including the right to pursue any and all legal remedies.

Sincerely,



Sanaz Alempour, Esq.

Enclosures: Exhibit A - List of Deficiencies as of February 23, 2022  
Exhibit 1 - 2018-2019 Funding Agreement  
Exhibit 2 - 2019-2020 Funding Agreement  
Exhibit 3 - 2020-2021 Funding Agreement  
Exhibit 4 - CRA's A-GUIDE: Achieving Goals Using Impact Driven Evaluation  
Funding Agreements for Fiscal Year 2020-2021 Funding Cycle  
Exhibit 5 - CRA Agenda Item 8C for the February 22, 2022 CRA Board Meeting

cc: Marko F. Cerenko, Esq., Counsel for OSSCA, [mcerenko@klugerkaplan.com](mailto:mcerenko@klugerkaplan.com)  
Renee Jadusingh, Esq., CRA Executive Editor  
Kim Phan, Esq., CRA Legal Advisor  
Board Members of the CRA

**EXHIBIT “A”**

**LIST OF DEFICIENCIES AS OF FEBRUARY 23, 2022  
INFORMATION AND DOCUMENTATION REQUESTED**

1. OSSCA’s Application and Loan Forgiveness, including all backup documentation for Payroll Protection Program April 2020 - \$309,709 (redacted as necessary);
2. OSSCA’s Application and Loan Forgiveness, including all backup documentation for Payroll Protection Program March 2021 - \$283,095 (redacted as necessary);
3. Documentation demonstrating that CRA funds and Payroll Protection Program loan funds obtained by OSSCA where not inadvertently “double dipped” for payroll expenses incurred during fiscal years 2019-2020 and 2020-2021;
4. OSSCA’s most up to date balance sheet;
5. OSSCA’s most up to date financial statements;
6. OSSCA’s financial audit for fiscal year 2020-2021;
7. OSSCA’s audited adjusted trial balance and audit adjustments for fiscal years 2019-2020 and 2020-2021;
8. OSSCA’s quarterly payroll journals for fiscal years 2019-2020 and 2020-2021;
9. OSSCA’s quarterly payroll tax returns, including IRS Forms 941 and RT-6 for fiscal years 2019-2020 and 2020-2021;
10. OSSCA’s quarterly staff reports, including any and all former employees and/or furloughed employees and for each employee, their name, position, and identifying whether full-time or part-time, and fiscal year end quarterly salary/wages for fiscal years 2019-2020 and 2020-2021;
11. OSSCA’s budgets and budget amendments approved by the OSSCA Board for fiscal years 2019-2020 and 2020-2021;
12. OSSCA’s financial statements approved by the OSSCA Board for fiscal years 2019-2020 and 2020-2021;
13. OSSCA’s year-to-date-general ledger for fiscal year 2021-2022;
14. Documentation to support the expense of CRA funds for fiscal years 2019-2020 and 2020-2021 (i.e., cancelled checks, receipts, paid invoices);



EXHIBIT "A"  
List of Deficiencies

15. Documentation showing the accounting method used by OSSCA for fiscal years 2019-2020 and 2020-2021;
16. Documentation showing the accounting method used by OSSCA for fiscal years 2019-2020 and 2020-2021, as the Tax Form 990 for 2019 filed in 2021, identifies the accounting method as Cash, which is inconsistent with other documentation identifying the accounting method as Accrual;
17. Documentation reconciling why OSSCA's total expenses identified on pages 4 and 6 of OSSCA's September 30, 2020 Financial Audit (\$3,012,607), do not agree with the year-to-date expenses (\$2,611,131);
18. Documentation demonstrating that funds provided by the CRA pursuant to the Funding Agreements, were not inadvertently used by OSSCA for payroll expenses incurred during fiscal years 2019-2020 and 2020-2021; and
19. Documentation demonstrating the funding and grants obtained by OSSCA from other private and corporate Foundations as stated in OSSCA's A-GUIDE Funding Applications to the CRA, including but not limited to, the PBC Tourist Development Council and the State of Florida.

## Exhibit B.

**From:** [Marko F. Cerenko](#)  
**To:** [Sanaz Alempour](#); [Phan, Kim](#)  
**Subject:** OSS Response to CRA's Public Records Request  
**Date:** Tuesday, March 15, 2022 4:42:02 PM  
**Attachments:** [image001.gif](#)  
[image002.gif](#)  
[image003.gif](#)  
[image004.gif](#)  
[image005.gif](#)  
[FINAL LETTER TO CRA \(M1527977x9EC29\).pdf](#)

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**[CAUTION: EXTERNAL EMAIL]**

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Sanaz:

Attached please find OSS's Response Letter to the CRA's Public Records Request. The USB drive containing the responsive documents is (was) delivered to the CRA's office today. Let me know if you have any questions and please feel free to contact me at your convenience to make arrangements for inspection of any records referenced in the letter. Thank you.

[Kluger Kaplan](#)



**Marko F. Cerenko** | Shareholder  
**Kluger, Kaplan, Silverman, Katzen & Levine, P.L.**  
201 S. Biscayne Boulevard  
Twenty Seventh Floor | Miami, FL 33131  
tel (305) 379-9000 | fax (305) 379-3428

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Reply to:  
MARKO F. CERENKO, ESQ.  
TELEPHONE: 305-379-9000  
[mcerenko@klugerkaplan.com](mailto:mcerenko@klugerkaplan.com)

March 14, 2022

**VIA E-Mail**

Cole Scott & Kissane, P.A.  
Attn: Ms. Sanaz Alempour, Esq.  
Lakeside Office Center, Suite 500  
600 North Pine Island Rd.  
Plantation, FL 33324  
Email: [sanaz.alempour@csklegal.com](mailto:sanaz.alempour@csklegal.com)

**RE: Response to Notice of Deficiencies and Opportunity to Cure and Request for Access, Examine and Inspect Pursuant to the CRA-s A-GUIDE Funding Agreements and Public Records Request Pursuant to Public Records Act, Chapter 119, Florida Statutes**

Dear Ms. Alempour:

As you are well aware, the undersigned law firm represents Old School Square Center for the Arts, Inc. (“OSS”). This correspondence shall serve as formal response to your correspondence dated February 23, 2022 (the “Notice”), and your request that OSS respond and make the requested documents available no later than March 15, 2022.

**A. Background**

As an initial matter the blanket assertion that OSS “has and continues to be in violation of the terms and conditions of the Funding Agreements for its failure to provide the CRA with the information and documentation requested” and that the February Agenda<sup>1</sup> was initiated as a result of “numerous failed attempts of obtaining” such information is simply false.

A brief recitation of the facts is thus in order so that there is no mistake that contrary to the Notice, OSS has timely and continuously responded to the requests made of it. Pursuant to the 2020-2021 Funding Agreement, OSS timely submitted its second and third quarterly program budget and narrative reports in April and July, 2021. In response, in July 2021, the CRA requested OSS’s 2018-2019 and 2019-2020 audited financials, which had not been completed by OSS’s accountants at the time, as a condition to releasing any funds. The CRA’s request was made despite

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to them in the Notice.



the fact that the CRA deemed itself satisfied with the performance and financial status of OSS by virtue of the fact that the CRA released payments to OSS under the 2018-2019 and 2019-2020 Funding Agreements. The CRA informed OSS that once the 2018-2019 and 2019-2020 OSS audited financials were submitted that funds would be released.

Accordingly, OSS submitted its audited 2018-2109 financials on August 13, 2021, and its audited 2019-2020 financials on September 13, 2021. Further, in September, 2021, the CRA requested additional information, which was provided to it on September 23, 2021. After several months of following up without any response from the CRA, on November 18, 2021, the CRA yet again requested additional information outside the 2020-2021 grant period, which it had not previously sought from OSS. On November 23, 2021, the parties met to discuss the CRA's new additional requests. Thereafter, on December 6, 2021, OSS provided a response to CRA's questions and offered to meet in an effort to move the process along.

During a teleconference the week of December 21, 2021, the CRA agreed that a meeting between OSS, the CRA and the CRA's auditor would be beneficial and would clarify any outstanding questions the CRA may have as to OSS's most recent document submission. The CRA informed OSS during the teleconference that its auditor was on vacation and had not had the time to review OSS's responses to the CRA's supplemental requests. On December 27, 2021, OSS suggested to meet with the CRA and its auditor on January 10, 2022, which would presumably provide CRA's auditor the time to review OSS's responses to the additional information sought by the CRA. The CRA declined the meeting request because the CRA's executive director, Ms. Renee Jadusingh, was out of the country on vacation through the end of January, 2022. Nevertheless, OSS requested a meeting with CRA's staff, so as to streamline the process, but was ignored. After following up with the CRA on multiple occasions, OSS learned that CRA's auditing firm had been sold, and that since the new firm did not perform governmental accounting, the firm was forced to resign from the account.

On February 16, 2022, after not hearing from the CRA for over a month, the CRA made yet another request for new additional documentation and information that the CRA was seeking, that it had not previously requested. On February 22, 2022, prior to the CRA Board meeting held that afternoon, OSS provided responses it compiled within the four business days from the CRA's February 16<sup>th</sup> request with the understanding that it would provide the balance of the document production in short order.

No other non-profit in the City's history has had to endure the continued moving target as to the documentation requested before their approved grant funds were released as OSS, and taken with the Litigation between OSS and the City, and the three City commissioners that also comprise the CRA Board, the February request and the Notice appear to be a never ending stall tactic by the

CRA meant to stone wall OSS rather than a genuine effort to release the earned 2020-2021 grant proceeds to OSS.

## **B. The List of Documentation Requested**

In the Notice, the CRA listed 19 categories of documents/information that it was requesting. OSS will hand deliver a USB drive to the CRA's office with the responsive documentation on March 15, 2022, subject to the below:

1. OSS's Application and Loan Forgiveness for April 2020 (the "2020 Forgiveness Application") was provided to the CRA on December 6, 2021. The back-up to the 2020 Forgiveness Application which was subsequently requested by the CRA was provided to the CRA on February 22, 2022. Please note that the payroll journals are in the form of payroll report by department by quarter, which is how OSS has historically budgeted and reported the same with the CRA. To the extent that the CRA wants payroll journals as per employee, such a format requires extensive clerical and/or supervisory assistance, as well as the use of extensive use of information technology as per Fla. Stat. 119.07(4)(d). Moreover, it should be noted that certain of the information contained therein, without limitation social security numbers, addresses, and telephone numbers, are exempted pursuant to Fla. Stat. § 119.071(4) & (5), and need to be redacted, which given the broad scope of the request covering two year time period will require substantial time and resources. A rough estimate of the cost of complying with this request, which includes man hours and copying fees is approximately \$750 - \$1,500. Nevertheless, pursuant to Fla. Stat. § 119.07(2)(a), OSS agrees to provide access to the CRA to review and inspect such records, at which time, depending on the scope of the documentation production sought by the CRA, the CRA can make a determination whether it wants to proceed with having OSS produce the responsive documents.
2. OSS's Application and Loan Forgiveness for March 2021 (the "2021 Forgiveness Application") is in process and was prepared online, which produced no document copy for OSS. The CRA should be further advised that OSS budgeted to return the funds in the event that the loan is not forgiven.
3. On December 6, 2021 and February 22, 2022, OSS provided the sources and use schedule for fiscal years 2019-2020 and 2020-2021 to show how both the PPP funds and CRA funds were allocated separately. Nevertheless, OSS is including said documentation in the March 15, 2022 production.
4. OSS's balance sheet for close of the fiscal year 2020-2021 is included in the March 15, 2022 production.
5. OSS's financial statements for close of the fiscal year 2020-2021 is included in the March 15, 2022 production.

6. OSS's financial audit for fiscal year 2020-2021 is in process with OSS's auditor and will be provided once the auditor's audit is complete.
7. On December 6, 2021 and February 22, 2022, OSS provided its audited adjusted trial balance and audit adjustments for fiscal year 2019-2020 and is again including said documentation in the March 15, 2022 production. OSS does not have the audited trial balance and audit adjustments for fiscal year 2020-2021 because OSS's auditor has not yet completed its audit for fiscal year 2020-2021. The requested documentation will be provided once the audit is complete.
8. *See* Response to No.1.
9. On February 22, 2022, OSS provided all requested IRS Forms 941 to the CRA, which are included in the March 15, 2022 production along with the requested RT-6 Forms.
10. All of OSS's quarterly staffing reports were provided to the CRA at the end of each reporting quarter. For fiscal year 2019-2020, OSS provided the information on January 31, 2020, March 27, 2020, August 20, 2020 and November 30, 2020. For fiscal year 2021, OSS provided the information on January 29, 2021, April 30, 2021, July 30, 2021, and October 29, 2021. Additionally, *see*, Responses Nos. 8 and 9.
11. OSS's budgets for fiscal years 2019-2020 and 2020-2021 are included in the March 15, 2022 production. OSS did not amend either budget.
12. OSS's audited financial statements for the year 2019-2020 are included in the March 15, 2022 production along with the Management Letter. Moreover, please note that the OSS Board accepts the formal audit rather than approve the financials. As noted above the 2020-2021 audited financials have not been completed by OSS's auditor. Once completed they will be provided to the CRA.
13. OSS is not providing fiscal year 2021-2022 financials, including the general ledger, as this request is outside the purview of the 2020-2021 Funding Agreement or any other Funding Agreement between OSS and the CRA. There is no funding agreement between OSS and the CRA for 2021-2022.
14. Pursuant to Fla. Stat. 119.04(4)(d) compliance with Request No.14 requires extensive clerical and supervisory assistance, as the documentation was placed in storage after OSS's eviction. OSS does not currently have any employees and will require substantial assistance in retrieving the documentation from storage, copying it, and redacting the necessary documentation. A rough estimate of the cost of complying with this request, which includes man hours and copying fees is approximately \$1,500. It should be noted that the back up information sought in this request is located in OSS's monthly reports and can be verified with OSS's banks statements.
15. Documentation responsive to Request No.6 provides the information regarding the accounting methodology which is accrual based.
16. The CPA mistakenly checked the wrong box on Form 990 for 2019. The information and documentation responsive to the method of accounting is included as part of the response to Request No.15.



17. OSS requires additional time to complete this request based on the fact that OSS does not have any staff.
18. *See*, Response to No.3.
19. OSS previously provided the documentation demonstrating the funding and grants obtained from the PBC Tourist Development Council and the State of Florida. The information sought is included in the March 15, 2022 production.

Please contact me to make the necessary arrangements to inspect and review any documentation referenced herein to the extent the CRA chooses to do so. Additionally, if you have any questions, please do not hesitate to contact me.

Nothing set forth herein or set forth herein is intended, nor shall it be deemed, to modify, limit, release, reduce or waive any of OSS's rights, remedies and/or privileges at law or in equity, all of which are specifically preserved.

Respectfully,

**KLUGER, KAPLAN, SILVERMAN,  
KATZEN & LEVINE, P.L.**

By: s/ Marko Cerenko  
Marko Cerenko, Esq.

CC: OSS

## Exhibit C.

---

**From:** Jadusingh, Renee  
**Sent:** Friday, February 25, 2022 4:55 PM  
**To:** 'Bill Branning' <[BBranning@bsacontractors.com](mailto:BBranning@bsacontractors.com)>  
**Subject:** RE: follow up to OSS info and questions

Hi Bill,

Thank you for the update.

Have a good weekend.

Sincerely,

Renée

Renée A. Jadusingh, Esq., FRA-RA  
Executive Director

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**DELRAY BEACH CRA**  
COMMUNITY REDEVELOPMENT AGENCY

20 North Swinton Avenue  
Delray Beach, Florida 33444  
Phone: 561-276-8640  
Fax: 561-276-8558  
[www.delraycra.org](http://www.delraycra.org)

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**From:** Bill Branning <[BBranning@bsacontractors.com](mailto:BBranning@bsacontractors.com)>  
**Sent:** Friday, February 25, 2022 3:48 PM  
**To:** Jadusingh, Renee <[jadusinghr@mydelraybeach.com](mailto:jadusinghr@mydelraybeach.com)>  
**Subject:** follow up to OSS info and questions

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Hi Renee,

This email is written to follow up to our phone conversation on Tuesday where we discussed setting up a phone call to discuss some questions about your information request, and to your conversations and emails with Scott Porten earlier this week about providing the last few items you requested on February 16th. In light of the Notice of Deficiencies sent by the CRA to OSS on Feb 23, instead of sending piecemeal information, we will package additional information and responses together when we transmit the answer to your notice.

Thank you,

Bill

Bill Branning  
President  
BSA Construction

Phone 561-272-6350  
Cell 561-350-7552  
[bbranning@bsacontractors.com](mailto:bbranning@bsacontractors.com)

9 NE 2<sup>nd</sup> Street  
Delray Beach, FL 33444  
[www.bsacontractors.com](http://www.bsacontractors.com)



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## Exhibit D.

**From:** [Marko F. Cerenko](#)  
**To:** [Sanaz Alempour](#)  
**Cc:** [Phan, Kim](#); [Toni L. Ortiz](#)  
**Subject:** RE: Delray Beach Community Redevelopment Agency February 23, 2022 Notice of Deficiencies and Request for Records to Old School Square Center for the Arts, Inc.  
**Date:** Friday, March 11, 2022 2:49:41 PM

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[CAUTION: EXTERNAL EMAIL]

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Sanaz:

I am in receipt of your email. I won't get into the details now, but the recitation of the below email are not entirely correct, nevertheless the documents produced by OSS to date do not need to be redacted. This will not necessarily apply to the documents that are forthcoming and will advise you once those documents are produced next week. Thank you.



**Marko F. Cerenko** | Shareholder  
**Kluger, Kaplan, Silverman, Katzen & Levine, P.L.**  
201 S. Biscayne Boulevard  
Twenty Seventh Floor | Miami, FL 33131  
tel (305) 379-9000 | fax (305) 379-3428

[website](#) | [bio](#) | [vCard](#) | [map](#) | [email](#)   

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**From:** Sanaz Alempour <[Sanaz.Alempour@csklegal.com](mailto:Sanaz.Alempour@csklegal.com)>  
**Sent:** Wednesday, March 9, 2022 11:59 AM  
**To:** Marko F. Cerenko <[mcerenko@klugerkaplan.com](mailto:mcerenko@klugerkaplan.com)>  
**Cc:** Phan, Kim <[kimp@mydelraybeach.com](mailto:kimp@mydelraybeach.com)>; Toni L. Ortiz <[Toni.Ortiz@csklegal.com](mailto:Toni.Ortiz@csklegal.com)>  
**Subject:** RE: Delray Beach Community Redevelopment Agency February 23, 2022 Notice of Deficiencies and Request for Records to Old School Square Center for the Arts, Inc.

\*EXTERNAL OF KLUGER KAPLAN\*

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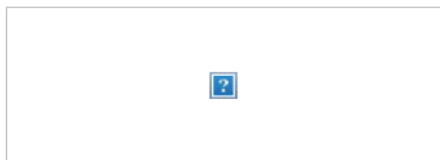
Good morning Marko,

I hope this email finds you well. Please note that the CRA has received a public records request pursuant to Chapter 119, Florida Statutes, including, documentation recently provided by OSSCA to the CRA. Given that our multiple efforts to obtain confirmation from you that OSSCA did in fact redact all information it deemed confidential as instructed to do so by the CRA, we will treat your silence as confirmation unless you advise us otherwise, in writing, by 5:00 pm March 10, 2022, including specifically identifying what documents/information were not appropriately redacted OSSCA. I am sure you can appreciate the time sensitivity of this matter given the CRA's obligations to timely comply with the Public Records Act.

As always, please don't hesitate to let us know if you have any questions or concerns.

Thank you,

Sanaz



**Sanaz Alempour**

*Partner*

Tel: 954-343-3902 | Fax: 954-474-7979

[Sanaz.Alempour@csklegal.com](mailto:Sanaz.Alempour@csklegal.com)



**Cole, Scott & Kissane P.A.**

Lakeside Office Center  
600 North Pine Island Road, Suite 500  
Plantation, Florida 33324



---

**From:** Sanaz Alempour  
**Sent:** Friday, February 25, 2022 4:35 PM  
**To:** 'mcerenko@klugerkaplan.com' <mcerenko@klugerkaplan.com>  
**Cc:** 'Phan, Kim' <kimp@mydelraybeach.com>; Toni L. Ortiz <Toni.Ortiz@csklegal.com>  
**Subject:** RE: Delray Beach Community Redevelopment Agency February 23, 2022 Notice of Deficiencies and Request for Records to Old School Square Center for the Arts, Inc.

Good afternoon Marko,

Please allow this correspondence to serve as a follow up to my below email and the message I left with your receptionist yesterday. Importantly, we are still waiting to get confirmation from you that prior to OSSCA producing any documents to the CRA earlier this week, OSSCA did redact all information they deemed confidential, as instructed to do so by the CRA.

Additionally, given that both the CRA and OSSCA are working with counsel, in an effort to streamline the communications going forward, please advise OSSCA that all communications and/or inquiries are to be directed to me and Kim Phan, who is also copied on this email.

Please confirm that you have provided OSSCA a copy of the CRA's February 23, 2022 Notice of Deficiencies and Request for Records ("Deficiency Letter") given the 14 day cure period. The Deficiency Letter was delivered to OSSCA as required by the Notice provision of the Funding Agreement with a copy provided to your office. The CRA did not forward a copy to any OSSCA Board Members directly after being advised of your involvement as counsel in this matter.

Lastly, should OSSCA produce any additional documents responsive to the items set forth in the Deficiency Letter, please have those documents sent to me and Kim, including detail identifying what request those documents are responsive to.

If you have any questions or concerns or wish to discuss this further, please do not hesitate to let me know. Thank you.

Best regards,

Sanaz

---

**From:** Sanaz Alempour  
**Sent:** Wednesday, February 23, 2022 5:48 PM  
**To:** 'mcerenko@klugerkaplan.com' <mcerenko@klugerkaplan.com>  
**Cc:** 'Jadusingh, Renee' <jadusinghr@mydelraybeach.com>; 'Phan, Kim' <kimp@mydelraybeach.com>; Toni L. Ortiz <Toni.Ortiz@csklegal.com>  
**Subject:** Delray Beach Community Redevelopment Agency February 23, 2022 Notice of Deficiencies and Request for Records to Old School Square Center for the Arts, Inc.

Good afternoon Mr. Cerenko,

Please allow this correspondence to serve as a brief introduction as my office has the pleasure and privilege of representing the Delray Beach Community Redevelopment Agency (CRA) relative to the above-referenced matter. As counsel for Old School Square Center for the Arts, Inc. (OSSCA), attached please find a courtesy copy of the February 23, 2022 Notice of Deficiencies and Opportunity to Cure and Request for Access, Examine and Inspect Pursuant to the CRA's A-GUIDE Funding Agreements and Public Records Request Pursuant to Public Records Act, Chapter 119, Florida Statutes, mailed to your client this afternoon. The letter was directed and mailed to Holland Ryan, pursuant the notice provision set forth in Paragraph 13 of the Funding Agreement for Fiscal Year 2020-2021 Between the CRA and OSSCA dated October 16, 2020.

Lastly, I've been advised that you are seeking assurances relative to the confidentiality of the financial documents OSSCA provided on February 22, 2022 to the CRA. As you may know, given the applicability of the Public Records Act, Chapter 119, Florida Statutes, the CRA advised your client to redacted all information it deems as confidential, and expected that all necessary redactions were made. Accordingly, please confirm that such information and documentation that the OSSCA maintains is confidential, including the documents provided on February 22, 2022, have been redacted accordingly.

Should you have any questions or concerns regarding the attached, please don't hesitate to contact me at your convenience.

Best regards,

Sanaz

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## Exhibit E.

**From:** [Sanaz Alempour](#)  
**To:** ["Marko F. Cerenko"](#)  
**Cc:** [Phan, Kim](#); [Toni L. Ortiz](#)  
**Bcc:**  
**Subject:** RE: OSS Response to CRA's Public Records Request  
**Date:** Wednesday, March 16, 2022 2:06:27 PM

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Good afternoon Marko,

We are in receipt of your March 14, 2022 letter, provided yesterday on behalf of your client, OSSCA, purporting to serve as OSSCA's formal response ("Response") to the CRA's February 23, 2022 Notice of Deficiencies and Opportunity to Cure and Request for Access, Examine and Inspect Pursuant to the CRA's A-GUIDE Funding Agreements and Public Records Request Pursuant to Public Records Act, Chapter 119, Florida Statutes ("Notice").

As an initial matter, while this email will not respond to the background portion of the Response, know that the CRA disagrees with and disputes OSSCA's self-serving "recitation of facts."

Next and most significantly, OSSCA's Response to the deficiencies identified in Section I of the Notice, is untimely as it was not provided to the CRA within the fourteen (14) day cure period set forth within the Funding Agreement and outlined in the Notice. OSSCA's opportunity to cure the deficiencies specifically set forth in Section I of the Notice, was due on or before March 10, 2022, rendering its March 15, 2022 Response untimely by five days.

In addition to being untimely, OSSCA failed to provide the CRA the information and/or documentation requested to address the deficiencies set forth in Section I of its Notice, including but not limited to the documentation to support the expense of the CRA funds for fiscal years 2019-2020 and 2020-2021, which still remains incomplete.

In its Response, OSSCA refers to certain documentation it agrees to make available for future inspection and/or duplication, at the expense of the CRA, pursuant to the Florida Public Records Act for four of the nineteen deficiencies listed. The CRA maintains that pursuant to Section I of its Notice, OSSCA was given an opportunity to cure the deficiencies specifically identified by the CRA, and failed to timely provide the requested information and documentation. OSSCA's response to the CRA's Public Records Request, as set forth in Section III of the Notice, did not relieve OSSCA from timely curing the deficiencies identified by the CRA in Section I of the Notice.

Further, despite the CRA's discretion as provided in the terms and conditions of the agreed upon Funding Agreements, OSSCA continues to refuse providing certain information and/or documentation to the CRA simply on the grounds that OSSCA deems such requests as outside the purview of the Funding Agreements.

As I'm sure you are aware, on March 15, 2022, the CRA published its agenda for the upcoming March 22, 2022 Board Meeting that includes an item following up on the Achieving Goals Using Impact Driven Evaluation Funding Agreement with OSSCA. As always, OSSCA is of course welcome to have a representative attend the March 22, 2022 Board Meeting for public comment or answer

any questions from the Board.

Should you have any questions or concerns, or wish to discuss this further, please do not hesitate to contact me. Thank you.

Best regards,

Sanaz

---

**From:** Marko F. Cerenko <mcerenko@klugerkaplan.com>

**Sent:** Tuesday, March 15, 2022 4:42 PM

**To:** Sanaz Alempour <Sanaz.Alempour@csklegal.com>; Phan, Kim <kimp@mydelraybeach.com>

**Subject:** OSS Response to CRA's Public Records Request

**[CAUTION: EXTERNAL EMAIL]**

---

Sanaz:

Attached please find OSS's Response Letter to the CRA's Public Records Request. The USB drive containing the responsive documents is (was) delivered to the CRA's office today. Let me know if you have any questions and please feel free to contact me at your convenience to make arrangements for inspection of any records referenced in the letter. Thank you.



**Marko F. Cerenko** | Shareholder  
**Kluger, Kaplan, Silverman, Katzen & Levine, P.L.**  
201 S. Biscayne Boulevard  
Twenty Seventh Floor | Miami, FL 33131 |  
tel (305) 379-9000 x | mobile () - | fax (305) 379-3428

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## Exhibit F.

Reply to:  
MARKO F. CERENKO, ESQ.  
TELEPHONE: 305-379-9000  
[mcerenko@klugerkaplan.com](mailto:mcerenko@klugerkaplan.com)

March 18, 2022

**VIA E-Mail**

Cole Scott & Kissane, P.A.  
Attn: Ms. Sanaz Alempour, Esq.  
Lakeside Office Center, Suite 500  
600 North Pine Island Rd.  
Plantation, FL 33324  
Email: [sanaz.alempour@csklegal.com](mailto:sanaz.alempour@csklegal.com)

**RE: Response to Notice of Deficiencies and Opportunity to Cure and Request for Access, Examine and Inspect Pursuant to the CRA-s A-GUIDE Funding Agreements and Public Records Request Pursuant to Public Records Act, Chapter 119, Florida Statutes**

Dear Ms. Alempour:

As you are well aware, the undersigned law firm represents Old School Square Center for the Arts, Inc. (“OSS”). This correspondence shall serve as formal response to your e-mail dated March 16, 2022.

As an initial matter, contrary to the assertions in your e-mail, OSS’s Response<sup>1</sup> was not untimely, OSS had fourteen days “from receipt of the notice to cure” its alleged deficiencies. *See*, ¶ 12 of the 2018-2019 and 2020-2021 Funding Agreements, and ¶ 11 of the 2019-2020 Funding Agreement. Pursuant to ¶13 of the 2020-2021 Funding Agreement, the Notice “shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows: OSS – Holland Ryan, COO, 51 N. Swinton Ave, Delray Beach, Florida 33444.” No notice was ever provided to OSS, as per the Funding Agreements, nor could the notice have been provided, because OSS was evicted by the City of Delray Beach (the “City”) from the 51 N. Swinton address on February 10, 2022 – two weeks before your February 23 correspondence. In fact, the CRA, its executive director, and at least three of the CRA commissioners, the architects behind OSS’s eviction had express knowledge that OSS was evicted and was no longer occupying the 51 Swinton Ave. address. Notwithstanding such knowledge, the CRA intentionally sent its correspondence to that address, knowing that OSS would not receive your February 23, 2022 correspondence.

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to them in your February 23, 2022 Letter and/or the referenced email.



To the extent that you want to try to get around the notice requirement in the Funding Agreements and argue that the February 23<sup>rd</sup> correspondence was emailed to me that argument fails as well. Not only does that not constitute proper notice pursuant to the express language of the Funding Agreements, but I am neither OSS's registered agent nor have I ever been authorized to accept any notices on OSS's behalf or held myself out as OSS's counsel in its affairs with the CRA. Simply put, the mere fact that I represent OSS in the litigation against the City and its commissioners does not mean that I represent OSS in any of its other affairs.<sup>2</sup> For all intent and purpose I was a stranger to the matters involving the CRA and OSS, until I was requested to formally respond to the February 23<sup>rd</sup> correspondence.

In fact, historically, and for the better part of the last seven months, the CRA has exclusively dealt with four of OSS's board members and OSS's CFO. This is something Ms. Renee Jadusingh, the CRA's executive director, and Ms. Kim Phan, CRA's legal advisor, know all too well, as they are the ones that have communicated with those OSS individuals directly and appear on all of the email correspondences. Why not email your February 23, 2022 notice to any of those individuals? Why not call any of the OSS board members as in times past and inform them about your February 23<sup>rd</sup> correspondence? The reason is simple. Ever since the three City commissioners, Ms. Shelly Petrolia, Ms. Shirley Johnson, and Ms. Juli Casale, who also happen to be on the CRA Board, conspired to remove OSS from the 51 Swinton Ave. property, they simultaneously made the decision to refuse to release the earned 2020-2021 grant proceeds to OSS. It is not coincidental that OSS's Lease was terminated at the same time that the CRA made the decision to not fund OSS's already earned grant proceeds. Since that time, it has been a continuous moving target as to the documentation requested by the CRA for the sole reason to find an excuse to not pay OSS the funds it already earned. No other non-profit in the City's history has had to endure what OSS has had to endure. Unfortunately, you, just like the CRA, and as admitted by Ms. Jadusingh, are mere pawns in Ms. Petrolia, Ms. Johnson, and Ms. Casale's personal vendetta against OSS.

Despite not ever being provided proper notice as per the Funding Agreements, OSS nevertheless responded to your February 23<sup>rd</sup> correspondence, because if OSS had not done so, the narrative spun by the CRA would have been that OSS simply ignored the CRA's requests. The response is comprehensive and significantly more than what the CRA requires, as has already been admitted by the CRA.

Second, your email, similar to many of the CRA's correspondences to date, cryptically states that OSS "failed to provide the requested information and documentation" without specifying what "information and documentation" OSS purportedly failed to provide. This is

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<sup>2</sup> Perhaps what I should have done is what Ms. Kim Phan did upon receipt of the OSS March 15, 2022 correspondence, which is to simply state that "I am not confirming receipt of any specific documents or information."

clearly a continuation of the effort to ensure that the requirements imposed on OSS continue to be a moving target. Moreover, your contention (without any specificity) that OSS is somehow not in compliance because it “continues to refuse providing certain information or documentation to the CRA simply on the grounds that OSS deems such requests as outside the purview of the Funding Agreement” is ridiculous. Aside from the fact that you, unsurprisingly, refuse to provide any specificity as to what “certain information and/or documentation” you are referring to or what it is that OSS refuses to provide, reading OSS March 15<sup>th</sup> response it seems that you are referring to OSS’s 2021-2022 financials. Simply put, the CRA and the public, are not entitled to OSS’s financials from October 1, 2021 onwards. The last Funding Agreement between the CRA and the City expired and was terminated as of September 30, 2021. Accordingly, there is no Funding Agreement between the CRA and OSS that would entitle the CRA to OSS’s current financials, which are only being sought to harvest information for the benefit of the City and its commissioners in their ongoing litigation with OSS.

Nothing set forth herein or set forth herein is intended, nor shall it be deemed, to modify, limit, release, reduce or waive any of OSS’s rights, remedies and/or privileges at law or in equity, all of which are specifically preserved.

Respectfully,

**KLUGER, KAPLAN, SILVERMAN,  
KATZEN & LEVINE, P.L.**

By: s/ Marko Cerenko  
Marko Cerenko, Esq.

CC: OSS

## Exhibit G.

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**From:** Sanaz Alempour <Sanaz.Alempour@csklegal.com>  
**Sent:** Monday, March 21, 2022 12:56 PM  
**To:** Marko F. Cerenko <mcerenko@klugerkaplan.com>  
**Cc:** Phan, Kim <kimp@mydelraybeach.com>; Toni L. Ortiz <Toni.Ortiz@csklegal.com>  
**Subject:** RE: OSS Response to CRA's Public Records Request

**\*\*Please be cautious\*\***

This email originated from outside of The City of Delray Beach. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Marko:

I am in receipt of your March 18, 2022 letter. As I previously advised, we will not respond to your continued inaccurate self-serving statements and now direct attacks against me and my client. The numerous documented communications with you and OSSCA clearly refute the representations and allegations set forth in your letters. Should your client need further clarification as to the documentation it failed to provide the CRA, I direct your attention to the list of deficiencies in the February 23, 2022 letter, your client's response to those items, and my March 16, 2022 email to you.

It is worth noting and as I'm sure you are aware, proper notice by or on behalf of the CRA to OSSCA, including its February 23, 2022 letter providing OSSCA its Notice of Deficiencies and Opportunity to Cure, was provided in strict compliance with Section 13 of the 2020-2021 Funding Agreement (Notice). At no time has OSSCA ever modified or amended Section 13 of the 2020-2021 Funding Agreement. Moreover, had the CRA provided Notice to OSSCA's registered agent, or the individual board members, as you suggest in your March 18, 2022 letter, such notice could arguably be improper and invalid pursuant to the clear and unambiguous terms of the 2020-2021 Funding Agreement.

Additionally, while your March 18, 2022, letter attempts to represent that you have never held yourself as counsel for OSSCA in its affairs with the CRA, this is clearly contradicted by your telephone call with Ms. Phan in October 2021, your client's correspondence directing the CRA's attorney to communicate with you, as OSSCA's counsel in this matter, and all of our prior correspondences, including your letters to my office. It should be noted that in your first letter to my office, you state "**as you are well aware**, the undersigned law firm represents Old School Square Center for the Arts, Inc."

Moreover, in addition to providing OSSCA Notice in strict compliance with the 2020-2021 Funding Agreement, our office also provided you a courtesy copy of the Notice, as counsel for OSSCA, and as clearly explained in my transmittal email to you dated February 23, 2022. It is undisputed that OSSCA received the Notice, as evidenced by the attached February 25, 2022 correspondence from Mr. Branning to Ms. Jadusingh confirming OSSCA's receipt of the Notice and informing the CRA that the information requested in the Notice would be forthcoming and provided along with OSSCA's formal response to the Notice.

Lastly, at no point in time did you or OSSCA ever raise any concerns relative to the method of delivery or receipt of the Notice as being improper pursuant to the terms and conditions of the 2020-2021 Funding Agreement. Your March 18, 2022 letter, was clearly sent as desperate attempt to avoid the potential consequence of OSSCA's untimely response to the Notice, which it appears you only realized existed upon receipt of my letter informing you of the untimely response. This is yet another example of OSSCA's continuous untimely and incomplete compliance with its obligations under the express terms and conditions of the 2020-2021 Funding Agreement.

Thank you.

Sanaz





*The Florida Law Firm*

[www.csklegal.com](http://www.csklegal.com)



## **Sanaz Alempour**

*Partner*

Tel: 954-343-3902 | Fax: 954-474-7979

[Sanaz.Alempour@csklegal.com](mailto:Sanaz.Alempour@csklegal.com)

## **Cole, Scott & Kissane P.A.**

Lakeside Office Center

600 North Pine Island Road, Suite 500

Plantation, Florida 33324



Exhibit H.

# OLD SCHOOL SQUARE

A NOT FOR PROFIT ORGANIZATION

March 21, 2022

Dear Renee,

You are in possession of our legal response to the most recent CRA allegations that we failed to comply. What follows is our human response to this situation.

Thanks to the City's improper decision to terminate our lease and their failure to talk with us we are no longer the organization that we once were. We have no office, no program of work, and no employees. That said, we have spent countless hours over the past several months attempting to answer the CRA's questions as this has been a moving target since September. We have produced reams of documents, but the agency has consistently and predictably moved the bar.

Meanwhile, the campus that we created, helped to fund, and programmed for 32 years sits dark. The City was unsuccessful in replacing OSS through the RFP bid process, which no entity responded. The City was incapable of taking on the responsibility of the property and after wasting thousands of dollars of taxpayer money, is negotiating an agreement to hand the keys to the heartbeat of our community to a Boca Raton based non-profit. The truth is we no longer want to serve because until the politics change in this town, it is impossible to do so. Old School Square has been singled out to be bullied out of existence. That is the subject of our lawsuit, which we will continue to pursue.

For the record, we made every effort to comply with the CRA's requests ---which were always changing--because we were hopeful that the CRA would act fairly. We have produced clean audits and have a proud track record of success. We fulfilled our grant requirements. Now, we believe that there was never an intent to give us the grant monies we earned.

We sought that money so that when we prevail in court, we can return to serving our community. That service has always been what's driven us. But we find it impossible to serve in this atmosphere. Accordingly, we will no longer seek the grant funds that we earned by successfully fulfilling the terms of the grant.

Sincerely,

*Patty Jones*

Patty Jones  
Chairman  
Old School Square