



Reply to:
MARKO F. CERENKO, ESQ.
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April 8, 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

RE: Response to Formal Termination and Voiding of the A-GUIDE: Achieving Goals Using Impact Driven Evaluation (“A-GUIDE”) Funding Agreement for Fiscal Year 2020-2021

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 letter dated March 25, 2022 (the “**Termination Notice**”). As set forth in my prior correspondences, OSS again disagrees with the CRA’s continuous self-serving narrative and false representations and maintains its position that it has always acted in the utmost good faith.

As an initial matter, pursuant to its own terms, as set forth in Section 2, the 2020-2021 Funding Agreement¹ expired as of October 1, 2021. Notwithstanding its expiration, the Termination Notice makes it clear that on March 22, 2022, the CRA Board issued a formal notice immediately voiding the 2020-2021 Funding Agreement, and that the Termination Notice “shall serve as the CRA’s formal written notice to OSS that the 2020-2021 Funding Agreement *is immediately voided and terminated.*” Accordingly, pursuant to the clear and unequivocal language of the 2020-2021 Funding Agreement and the Termination Notice, all rights and obligations² under the 2020-2021 Funding Agreement, including the CRA’s purported right to seek repayment of the Demand Amount have terminated and the 2020-2021 Agreement, by the CRA’s own language, has been deemed null and void.

¹ All capitalized terms not defined herein shall have the meaning ascribed to them in the Termination Notice.

² Other than those imposed by Fla. Stat. Ch. 119.

Without a waiver of the foregoing, the CRA has waived, and/or is estopped, from seeking repayment of the Demand Amount. Section 4 states that “[p]rior to the issuance of quarterly payments by the CRA for Fiscal Year 2020-2021, as specified in this Agreement, OSS shall provide quarterly program budget and narrative reports to the CRA... The payment will not be released to the OSS until the CRA receives the report and any additional information.” On or about, January 29, 2021, in full compliance with Section 4 of the 2020-2021 Funding Agreement, OSS provided the required documentation to the CRA, and the CRA, in turn, disbursed \$187,500 to OSS. As such, it is clear that the CRA deemed OSS’s submissions and reports sufficient, because otherwise it would not have disbursed the first quarter payment to OSS, and is thus prohibited now, fifteen months after the fact, from demanding that those funds be repaid.

Lastly, the CRA’s demand set forth in the Termination Notice is defective and of no force and effect for the additional reason that the CRA has not complied with the 2020-2021 Funding Agreement. More specifically, the only right to recoupment of disbursed funds the CRA had under the 2020-2021 Termination Agreement prior to its termination was if a determination was made that the OSS had not expended “funds in accordance with its approved A-GUIDE funding application.” There has been no such determination made by the CRA to date. Therefore, the CRA is prohibited from seeking repayment of the Demand Amount pursuant to Section 5 of the 2020-2021 Funding Agreement,

For all of the foregoing reasons, OSS rejects the CRA’s demand for repayment of the Demand Amount.

It should be further noted for the record that despite repeated OSS requests, the Termination Notice, similar to many of the CRA’s correspondences to date, has still yet to inform OSS and specify what “information and documentation” OSS purportedly failed to provide to the CRA.

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