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June 17, 2013

**VIA U.S. MAIL and FAX**

Mr. Robert Paul Vignola  
The School Board of Broward County, Florida  
600 SE 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301-3125

***Privileged and Confidential for the Purposes of Discussing Settlement***

Re: School Board of Broward County, FL v. U.S. Security Associates, Inc.  
Our File Number: 4014-0006-00

Dear Mr. Vignola:

We have reviewed the Audit report and materials you provided in response to our request, and thank you for producing. On behalf of U.S. Security, please allow this to serve as our response.

First and foremost, we view the School Board's allegations and claims for reimbursements with respect to our bills that the Board already paid to be completely unfounded. In fact, it was the Board's own management and supervision, which is the source and cause of the damages you have claimed in your prior demand letter to the extent that such damages even exist. As the Board's own auditor stated in writing, the U.S. Security contract **"was not properly managed by District Administration,"** and **the Board had "inadequate internal controls."** See *Audit letter to Board dated January 16, 2013*. Further, the Board Minute Meeting notes from February 20, 2013, reflect that the Board found that its own personnel **"did not honor their responsibilities,"** committed **"errors,"** had executed a **"flawed contract,"** and **needed to take steps to "...in order to gain the trust of the community."** See *Board Minute Meeting Notes dated February 20, 2013*.

Further, at this point, nearly four years after such services were rendered, it is simply unfair to U.S. Security for the Board to attempt to claw-back payments in the amount of \$129,000.00, from U.S. Security for services that were properly rendered to the Board. More importantly, it is also contrary to well-established Florida law. From the documents that you provided to me, it is clear that the Board reviewed and paid U.S. Security's invoices. In fact, the invoices are stamped and signed by Board personnel, which indicates the Board's approval and which would further demonstrate a waiver of any further attempt to go-back and attempt to recoup such claims.

Under Florida law, a waiver, implied or expressed, is the relinquishment of a known right. See *Torres v. K-Site 500 Associates*, 632 So. 2d 110, 112 (Fla. 3d DCA

**Exhibit 2**

1994). Under Florida law, a waiver requires (1) the existence at the time of waiver of a right, privilege, advantage or benefit which may be waived; (2) the actual or constructive knowledge thereof; and (3) an intention to relinquish such right, privilege, advantage or benefit. See *Zurstrassen v. Stonier*, 786 So. 2d 65, 70 (Fla. 4th DCA 2001). Pursuant to well-established Florida law, a party may waive any legally entitled rights by actions or conduct warranting an inference that a known right has been relinquished. See *id.*; see also *Hammond v. DSY Developers, LLC*, 951 So. 2d 985, 988 (Fla. 3d DCA 2007). In addition, a party's conduct may constitute waiver of a contract term. See *Burger King Corp. v. E-Z Eating, 41 Corp.*, 572 F.3d 1306 (11th Cir. 2009) (applying Florida law).

Here, it is clear by the Board's own conduct in reviewing and approving the invoices that they approved of U.S. Security's work and services rendered and paid them for it and waived any subsequent claim for reimbursement. Further, the contract does not expressly allow or permit the Board to unilaterally reduce U.S. Security's fees for work that had been rendered even if a claim had been made prior to payment that a contractual provision had not been followed. Accordingly, it is clear that any such contractual right to reduce such invoices (even if they did exist in the contract, which they did not) has been waived under Florida law when the Board elected to make payment on those invoices years ago.

Separately, U.S. Security hereby makes demand for payment of its invoices for all services rendered for \$66,931.48. Please be advised that if payment is not made, U.S. Security will file suit against the Board and seek recovery of the full \$66,931.48, pre-judgment interest, and fees.

In your letter to U.S. Security dated February 27, 2013, you admit that at the very least U.S. Security is owed \$42,583.37 for pending invoices that have been unpaid. In addition, the Board's Auditor reviewed such pending invoices and concurred that \$42,583.37 are owed to U.S. Security in outstanding bills. Accordingly, although my client strongly believes it is owed the full \$66,931.48 for services rendered, please be advised that U.S. Security would agree to accept from the Board as full and final payment the \$42,583.37 that both the Board and its auditor concede is owed to U.S. Security for the pending invoices. Such acceptance of payment would first be conditioned upon the Board executing a full written release of all claims against U.S. Security. Please be advised that such offer shall remain open for (30) days from the date of this letter at which time it shall expire and be automatically withdrawn unless accepted in writing by the Board prior to that time. We await your prompt response with respect to whether we have a settlement or if we are to proceed with litigation.

Sincerely,

*Blake S. Sando*

Blake S. Sando