



We mean businessSM



June 6, 2011

Mr. Sanford A. Minkoff, Esq.
315 West Main Street
Tavares, FL 32778

RE: Dissolution of Lake-Sumter Emergency Medical Services, Inc.

Dear Mr Minkoff:

Please allow this correspondence to supplement our recent discussions regarding the termination of the Interlocal Agreement between Sumter County and Lake County originally entered into on July 20, 2000, and the associated dissolution of that certain non-profit corporation known as Lake-Sumter Emergency Medical Services, Inc. ("LSEMS").

As we discussed, the plain language of the Interlocal Agreement allows for no alternative but to dissolve LSEMS and distribute its assets to Sumter County and Lake County in the ratios equal to their current respective funding percentages, which we believe to be approximately twenty-seven (27) percent for Sumter County, and approximately seventy-three (73) percent to Lake County.

Specifically, Section 8(a) of the Interlocal Agreement between the parties states in pertinent part:

"In the event that one county exercises its right to terminate this Interlocal Agreement. The non-terminating party and the terminating party shall dissolve the non-profit corporation in accordance with Chapter 617 Florida Statutes."

It further provides in Section 8(b) that upon termination of the Agreement and dissolution of the non-profit corporation:

"assets of the non-profit shall be distributed" as set forth in the Interlocal Agreement".

Sumter County delivered to Lake County its Notice of Termination of the Interlocal Agreement on March 22, 2011. A copy of said notice is attached. Therefore, the termination of the Interlocal Agreement will become effective on September 30, 2011, at which time the assets of LSEMS must be distributed in accordance with the Agreement.

Copy To:
Commrs _____ Pub Wks Div _____
Co Atty _____ Bldg & Dev Div _____
Co Fin _____ Admin Div _____
Other _____ Com Svcs Div _____

During our meeting a few weeks ago, the possibility of allowing LSEMS to continue beyond the effective date of the termination of the Interlocal Agreement was suggested. However, I believe that F.S. §617.1405 prohibits a dissolved corporation from carrying on any business except that which is appropriate to wind up and liquidate its business and affairs. Thus, based upon my review of the law, the only thing that LSEMS can do after September 30, 2011, is pay its bills and distribute the remaining assets to Sumter and Lake Counties under their respective funding ratios. Any other action would be in contravention of the Interlocal Agreement, the LSEMS Corporate Bylaws and Florida law.

In addition, during our meeting, it was also suggested that a new entity could be created for the purpose of continuing emergency medical services in Lake County. If this new entity were to utilize the assets of LSEMS prior to the distribution required by the Interlocal Agreement, it is my opinion that Sumter County would continue to be exposed to liability beyond September 30, 2011. Sumter County does not wish to incur any such liability; therefore, we must work towards the disposition of assets by September 30, 2011, with the exception of activities associated with the normal closing process of a dissolved corporation.

The dissolution of LSEMS can easily be achieved by having the LSEMS directors execute a Resolution authorizing one person to file Articles of Dissolution on its behalf. The Board may authorize any officer to cause this filing. Our firm is willing to prepare the Resolution, and the Articles of Dissolution. I am certain that one of the current Directors representing Sumter County would be happy to execute the same and assure its timely filing.

The corporate Bylaws mandate that upon dissolution, the remaining assets shall be turned over to Lake County and Sumter County. The distribution of the assets can be achieved by executing simple Assignments of Assets, to wit:

(1) One Assignment from LSEMS to Sumter County for: (a) all equipment and property Sumter County owned prior to the final execution of the Interlocal Agreement ; (b) the appropriate percentage (equal to the current funding ratio) of the equipment and property purchased with joint funds by LSEMS; (c) the appropriate percentage (equal to the current funding ratio) of the net cash [after payment or provision for all debts and liabilities have been made].

(2) One Assignment from LSEMS to Lake County for all equipment and property Lake County owned prior to the final execution of the Interlocal Agreement; (b) the appropriate percentage (equal to the current funding ratio) of the equipment and property purchased with joint funds by LSEMS; and (c) the appropriate percentage (equal to the current funding ratio) of the net cash [after payment or provision for all debts and liabilities have been made].

The current Chairman of the Board of LSEMS is authorized to sign these Assignments.

Anticipating your concurrence, we will proceed as described above and will present a Resolution and proposed Articles of Dissolution and Assignments for your consent and assistance in having proper parties execute the same.

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

With Kind Regards,

A handwritten signature in black ink, appearing to read "G. Angeliadis". The signature is fluid and cursive, with a large initial "G" and a long, sweeping underline.

George G. Angeliadis, Esq.
County Attorney for Sumter
County Board of County Commissioners

- Cc:
- Honorable Sumter County Board of County Commissioners
 - Honorable Lake County Board of County Commissioners
 - Lake-Sumter Emergency Medical Services, Inc. Board Members
 - Mr. Bradley Arnold, Sumter County Administrator
 - Mr. Darren Gray, Lake County Administrator
 - Mr. Jim Judge, Executive Director, Lake-Sumter Emergency Services, Inc.