

**BOARD OF TRUSTEES**

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**SAN JOAQUIN LOCAL HEALTH DISTRICT**

1601 East Hazelton Avenue, P.O. Box 2009

Stockton, California 95201

(209) 466-6781

Jogi Khanna, M.D., M.P.H., District Health Officer

APR 01 '88

CITY MANAGER'S OFFICE  
SERVING  
City of Lodi  
San Joaquin County  
San Joaquin County

1988 MAR 29 PM 10:36

ALICE H. REINCHE  
CITY CLERK  
CITY OF LODI

City of Escalon  
City of Manteca  
City of Ripon  
City of Stockton  
City of Tracy  
San Joaquin County

March 25, 1988

Board of Supervisors  
Courthouse, 7th Floor  
Stockton, CA 95202

Attention: William N. Sousa, Chairman

RE: Dissolution of San Joaquin Local Health District

Dear Chairman Sousa:

The Board of Trustees did, at a regular meeting held on March 22, 1988, further discuss the proposed dissolution of the Health District and its merger with the County of San Joaquin.

The Board was given a report on the negotiations and discussions that have occurred during the last month between members of our respective Boards and between our respective staff.

Following this discussion the Board of Trustees voted, by a vote of 7 to 2, to adopt a "Resolution Approving Agreement Concerning Dissolution of District", a certified copy of said resolution being enclosed herewith.

In furtherance of that Resolution, the Board of Trustees also adopted, by a vote of 8 to 1, a "Resolution Supporting Assembly Bill No. 4086, a certified copy of that resolution also being enclosed.

I would appreciate your advising me when the County is prepared to execute the proposed Agreement.

Copy of this document forwarded

2/20/88 to:  
Date

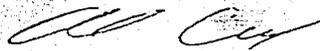
- Council Member Hinchman
- Council Member Olson
- Council Member Pinkerton
- Council Member Reid
- Council Member Snider
- City Manager Peterson

Other \_\_\_\_\_

On behalf of **the** Board of Trustees of this Health District, I would like to express our appreciation for the cooperation and support that we have received from Supervisors Barber and Wilhoit and from county staff in bringing this matter to an amicable agreement.

If the Board of Trustees, District staff, or I can be of any further assistance to you or the County with respect to the dissolution and merger, please feel free to call upon us.

Yours very truly,



Al Crow, President  
Board of Trustees  
San Joaquin Local Health District

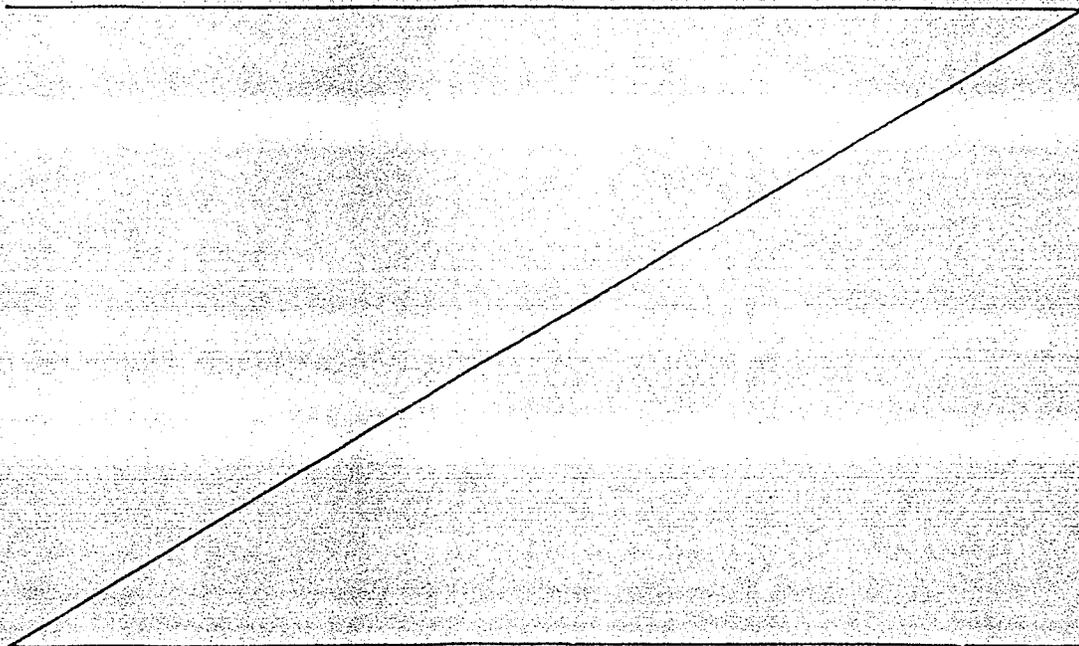
cc (w/enc.): Assemblyman Patrick Johnston  
Assemblyman Phillip Isenberg  
Senator John Garamendi  
City of Stockton  
City of Lodi  
City of Manteca  
City of Tracy  
City of Escalon  
City of Ripon  
San Joaquin Grand Jury  
David D. Rowlands, Jr., County Administrator  
John Cheadle, County Counsel  
Al Warren Hoslett  
Board of Trustees, San Joaquin Local Health District

RESOLUTION NO. 88-17

RESOLUTION APPROVING AGREEMENT  
CONCERNING DISSOLUTION OF DISTRICT

RESOLVED AND ORDERED by the Board of Trustees of  
the San Joaquin Local Health District *as follows*:

1. That **that certain** "Agreement Concerning The  
Dissolution Of The San Joaquin Local Health  
District", dated March 22, 1988, by and between  
this Health District and the County of San Joaquin,  
be and the same hereby is approved, subject to  
employee concerns regarding supersession  
ordinance being addressed with employee unions  
by July 1, 1988.
2. That the Agreement as approved is in the following  
words and figures, to-wit:



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AGREEMENT CONCERNING THE DISSOLUTION OF THE  
SAN JOAQUIN LOCAL HEALTH DISTRICT

DATE: March 22, 1988

PARTIES: DISTRICT: San Joaquin Local Health District  
1601 East Hazelton Avenue  
Stockton, CA 95205

COUNTY: County of San Joaquin  
Courthouse - Room 707  
222 East Weber Avenue  
Stockton, CA 95202

RECITALS:

1. The Board of Trustees of the San Joaquin Local Health District desires to dissolve the District-
2. The Board of Supervisors recognizes its responsibility to provide public health services on dissolution of the District.
3. The District and the County desire the Legislature to dissolve the District.

AGREEMENT:

The parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the parties request the Legislature to enact Assembly Bill 4086 which would dissolve the District effective July 1, 1989 without requiring compliance with the Cortese-Knox Local Government Reorganization Act of 1985 or any other such procedural requirements.
2. Upon dissolution, the District shall transfer the District's real and personal property including, but not limited to, monies of the District and District revenues derived from local, State, or federal sources to the County which shall assume

1 the District's responsibilities and liabilities.

2 3. Until such time as the District is dissolved pursuant to  
3 this Agreement, the District shall provide the County with a  
4 notice of all meetings and committee meetings of members of the  
5 Board of Trustees.

6 4. Until such time as the District is dissolved pursuant to  
7 this Agreement, the County shall notify the District and shall  
8 provide the District with copies of papers and background infor-  
9 mation provided to the Board of Supervisors dealing with the  
10 dissolution of the District and its functions being absorbed into  
11 County Government, so that the District will be in a position to  
12 offer advice to the County on these matters before a final deter-  
13 mination is made by the County.

14 5. The Board of Trustees of the District shall act as a  
15 public health advisory board to the Board of Supervisors for 24  
16 months from the date of dissolution of the District. The Board  
17 of Supervisors shall fill any vacancies. At the end of the 24th  
18 month the Board of Supervisors, at a public meeting, shall deter-  
19 mine the need for, and composition of, public health advisory  
20 boards.

21 6. The County shall assign the District's employees  
22 positions in the County service in accordance with "The Employees  
23 of Superseded Organizations Ordinance" being Sections 2-5006 and  
24 2-5007 of the Ordinance Code of San Joaquin County. Members of  
25 District management who will become members of the senior and  
26 executive management units and doctors and dentists may be civil  
27 service exempt employees. Sections 2-5006 and 2-5007 reads as

1 follows:

2           "SECTION 2-5006. EMPLOYEES OF SUPERSEDED ORGANIZATIONS.  
3 Whenever the County assumes an activity previously performed  
4 by another governmental entity or by private enterprise, an  
5 employee of the superseded organization shall be assigned to  
6 a position in County service similar in duties and compensation  
7 to the position that he held in the superseded organization,  
8 The Personnel Director shall determine what constitutes similar  
9 duties and compensation in County service."

7           "SECTION 2-5007. EMPLOYEES OF SUPERSEDED ORGANIZATION:  
8 PLACEMENT RULES. Notwithstanding the provisions of Section  
9 2-5006, the following conditions shall be applicable to all  
10 such employees:

- 10           "(a) An employee of a superseded organization must meet  
11 the minimum education, experience, and special  
12 requirements of the class established by the Civil  
13 Service Commission for the class of position in  
14 which he acquires status,
- 15           "(b) The employee shall not be required to take an examination  
16 to retain his position, but shall not be  
17 promoted to any other classified position in the  
18 Merit System unless he meets the same requirements  
19 required of other employees for promotion.
- 20           "(c) The employee may be inducted into the Merit System  
21 at the step of the salary range nearest to the  
22 salary he was receiving as an employee of the  
23 superseded organization, provided that such salary  
24 is not higher than the maximum salary assigned to  
25 the class of position in which he is hired,
- 26           "(d) For purposes of step increments, retirement,  
27 seniority, sick leave, vacation benefits, or any  
other compensation, the employee shall be treated  
in the same manner as a new County employee unless  
otherwise specified by the Board of Supervisors.
- "(e) In the event that an employee of a superseded organization  
does not meet the requirements for County  
employment as provided in paragraph (a) of this section,  
the employee may be hired in the next lower  
class for which he meets the requirements in accordance  
with the provisions of the salary ordinance  
or he may be hired as a temporary employee subject  
to the provisions of temporary employment in such  
class and at such salary as approved by the Board  
upon the recommendation of the County Administrator.

- 1           "(f) An employee with less than one year of service  
2           shall be given probationary *status* and shall be  
3           required to Serve a probationary period of one year  
4           unless otherwise specified by the Board of Super-  
5           visors .
- 6           "(g) An employee with one year of continuous service in  
7           the superseded Organization in a position similar  
8           in duties and compensation to that class in which  
9           he is placed in *the* Merit System may be given per-  
10          manent Merit System status, or may be required to  
11          serve a probationary period of one year.
- 12          "(h) An employee with one year of continuous service in  
13          the superseded organization but <sup>not</sup> in a position  
14          similar in duties and compensation to that class in  
15          which he is placed in the Merit System shall be  
16          given probationary status and shall be required to  
17          serve a probationary period of one year of con-  
18          tinuous service, unless otherwise specified by the  
19          Board of Supervisors.
- 20          "(i) An employee of a superseded organization shall be  
21          required to meet the same physical standards  
22          required of other applicants for County employment,  
23          except that such employee with remedial physical  
24          impairments *may* be hired upon approval of the  
25          Senior Medical Examiner. Such employee may be  
26          required as a condition to employment to seek  
27          correctiuon of his physical impairments within a  
28          reasonable period of time and may be required to  
29          execute a waiver of any and all rights to a disabili-  
30          ty retirement under the County Employees  
31          Retirement Law of 1937 as provided in Section 31009  
32          of the Government Code."

33           7. Pursuant to Chapter 981 of the Statutes of 1986, the  
34           employees and former employees of the District who are members  
35           of the District's Retirement Plan shall remain as members of the  
36           Public Employees Retirement System. The effect of future mobility  
37           of District employees into the County personnel structure shall  
38           be subject to future definition and refinement.

39           ///

40           ///

41           27

1 IN WITNESS WHEREOF, the parties have executed this Agreement  
2 the day and year first written above.

3 SAN JOAQUIN LOCAL HEALTH  
4 DISTRICT

5 By \_\_\_\_\_  
6 President, Board of Trustees

7 COUNTY OF SAN JOAQUIN, a  
8 political subdivision of  
9 the state of California

10 By \_\_\_\_\_  
11 WILLIAM N. SOUSA, Chairman  
12 Board of Supervisors

13 ATTEST: JORETTA J. HAYDE  
14 Clerk of the Board of Super-  
15 visors of the County of San  
16 Joaquin, State of California

17 By \_\_\_\_\_ (SEAL)  
18 Deputy Clerk

19 APPROVED AS TO FORM:  
20 WILSON, HOSLETT & WHITIRDGE  
21 Attorneys for District

22 By \_\_\_\_\_  
23 AL WARREN HOSLETT

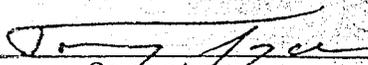
24 APPROVED AS TO FORM:  
25 JOHN F. CHEADLE  
26 County Counsel

27 By \_\_\_\_\_  
28 MICHAEL MCGREW  
29 Chief Deputy County Counsel

30 (C:SJLHD1, 5)

The undersigned, Secretary of the San Joaquin Local Health District does hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a regular meeting of the Board of Trustees of the San Joaquin Local Health District held on the 22nd day of March, 1988; that said Resolution has not been rescinded, annulled, or set aside and the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of said San Joaquin Local Health District to be hereunto affixed this 22nd day of March, 1988.

  
Secretary  
San Joaquin Local Health District

RESOLUTION NO. 88-18

RESOLUTION SUPPORTING ASSEMBLY BILL NO. 4086

RESOLVED AND ORDERED by the Board of trustees of the San Joaquin Local Health District that this Board of Trustees **does** hereby support Assembly Bill No. 4086, introduced by Assemblyman Patrick Johnston, subject to the following:

1. That an agreement between this Health District and the County of San Joaquin concerning the dissolution of the San Joaquin Local Health District be entered into on or before July 1, 1988, and
2. That employee concerns regarding supersession ordinance will be addressed with employee unions by July 1, 1988.

The undersigned, Secretary of the San Joaquin Local Health District does certify that the foregoing is a full, true and correct copy of a Resolution passed at a regular meeting of the Board of Trustees of the San Joaquin Local Health District held on the 22nd day of March, 1988; that said Resolution has not been rescinded, annulled, or set aside and the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of said San Joaquin Local Health District to be hereunto affixed this 22nd day of March, 1988.

  
Secretary  
San Joaquin Local Health District