



**AGENDA  
ORANGE COVE CITY COUNCIL  
SPECIAL COUNCIL MEETING  
May 30, 2024  
11:00 AM**

City of Orange Cove Council Chambers  
633 6<sup>th</sup> St.  
Orange Cove, CA 93646

Join Zoom Meeting

<https://us06web.zoom.us/j/82468592835?pwd=CITvjsat2ZBBeWYXrbjoneOjbLneZs.1>

Meeting ID: 824 6859 2835

Passcode: 270788

**1. CALL TO ORDER/WELCOME**

**2. CONFIRMATION OF AGENDA**

**3. REGULAR BUSINESS**

*Pena*

- 3.a. **SUBJECT:** Accept the retirement of K9 Marko, and approve the agreement for the sale of K9 Marko to his current handler.

**RECOMMENDATION:** Approve the retirement of K9 Marko, and approve the agreement for the sale of K9 Marko to his current handler.

**4. PUBLIC COMMENTS**

*Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes.*

## 5. ADJOURNMENT

**ADA Notice:** *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 213. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.*

**Documents:** *Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall, Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at [cityoforangecove.com](http://cityoforangecove.com).*

## **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

## **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.

AGREEMENT OF  
PURCHASE AND SALE

This Agreement of Purchase and Sale (the "Agreement") is entered into on this 30<sup>th</sup> day of May 2024, by and between the City of Orange Cove (the "City"), and Daniel R. Parra, with respect to the following facts.

RECITALS

WHEREAS, the City of Orange Cove owns a police service dog named Marko ("Marko") who is a K9 and approximately 10 years old and due for retirement as a police service dog;

WHEREAS, his current handler, Orange Cove Police Officer Daniel R. Parra desires to purchase Marko and retain him as his personal pet; and

WHEREAS, the City has been apprised by Marko's trainer that he has a stable temperament and has not shown any aggression that would render him unable to be assimilated into civilian life.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this document, the parties hereby agree as follows:

1. SALE AND PURCHASE. The City shall sell and Daniel R. Parra shall buy Marko, a 10-year-old, K9, retired police service dog.

2. PURCHASE PRICE. Daniel R. Parra shall pay to the City as the purchase price for Marko the sum of one dollar (\$1.00).

3. CONDITIONS OF OWNERSHIP. Daniel R. Parra shall maintain control of Marko at all times in public and on his private property. When Marko is not under Daniel R. Parra's control and supervision, he shall be properly secured in a kennel with a secure padlock. Marko shall also keep "BEWARE OF DOG" signs posted in visible places on his property including on all sides of any backyard fence.

4. INDEMNIFICATION. Daniel R. Parra agrees to defend and indemnify the City for any liability stemming from any adverse judgment or settlement against the City in connection with any activity performed or allowed by Daniel R. Parra related to his ownership of Marko, specifically Daniel R. Parra shall indemnify the City against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorney's fees, that the City may in any way sustain, incur or become liable for in consequence of any harm sustained by another person by Marko following the execution of this Agreement.

If Daniel R. Parra fails to defend and indemnify as set forth in this Agreement, the City may bring a separate suit against Daniel R. Parra for failure to do so. For purposes of any such potential suit Daniel R. Parra hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement.

5. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and supersedes all prior negotiations, understandings, letters, arrangements, and agreements between them concerning the business. The parties acknowledge and agree that this provision terminates any such prior arrangements that may exist, and that the City could not have entered into this Agreement if Daniel R Parra did not agree to this provision.

6. SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, heirs, and personal representatives.

7. ASSIGNMENT. Neither this Agreement nor any interest herein shall be assignable by either party without the prior written consent of the other party.

8. FULL DISCLOSURES. No representations or warranties by Daniel R. Parra or the City in this Agreement, knowingly contain any untrue statement of a material fact, or omits to state a material fact necessary to make any statement contained therein not misleading.

9. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. MEDIATION. The parties to this Agreement shall select a mutually agreed upon mediator in the event of any defaults or disagreement as related to this Agreement and the sale of the said business.

11. ATTORNEY FEES AND COSTS. If any party to this Agreement shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all costs plus a reasonable sum for attorney fees incurred in bringing such suit and or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

12. GOVERNING LAW. The validity and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the choice-of-law rules of this or any other jurisdiction, and without the aid of any rule or custom requiring construction against the draftsman. Venue for any action arising out of this Agreement shall lie only in Fresno County, California.

13. OTHER. The parties have been advised to seek the consultations with competent attorneys and business consultants prior to executing this and all related documents.

14. NOTICES. All notices, requests, demands and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if sent by registered or certified mail, return receipt requested, postage and fees prepaid, or otherwise actually delivered to the following addresses:

a. If to the Purchaser:  
Daniel R. Parra  
XXXXXXXXXXXX  
XXXXXXXXXXXX

b. If to the City:  
City of Orange Cove  
Attn: Javier Pena  
550 Center St.  
Orange Cove, CA 93646

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this date and for the sale to be effective on this 30<sup>th</sup> day of May 2024.

DANIEL R. PARRA:

THE CITY:

By: \_\_\_\_\_  
Daniel R. Parra

By: \_\_\_\_\_  
Javier Pena, Chief of Police