

**PURCHASE AND SALE AGREEMENT  
BETWEEN PETRELLI ELECTRIC, INC.  
AND  
CITY OF VERNON**

This Purchase and Sale Agreement is made and entered into this 16<sup>th</sup> day of July 2024 between the PETRELLI ELECTRIC, INC., a California corporation, hereinafter referred to as "BUYER", and CITY OF VERNON, a California charter City and California municipal corporation, hereinafter referred to as "SELLER". BUYER and SELLER may be referred to in this Agreement individually as "Party" and jointly as "Parties".

**I. Recitals**

- A. SELLER has determined that certain surplus property is not functionally or economically suitable for further CITY OF VERNON use and has negotiated the sale of one (1) 1989 Lorain LCD 150 Crane and one (1) 1983 Hyster H40XL Forklift, as described in Exhibit A "Equipment", attached hereto (Equipment);
- B. SELLER has provided BUYER with fair market pricing on Equipment in the total amount of \$10,600 as set forth in Exhibit B "Price" attached hereto;
- C. SELLER has provided BUYER with a Liability Release Agreement, attached hereto as Exhibit C.

**NOW, THEREFORE,** Parties agree as follows:

**II. General Provisions**

- A. **Assignment**  
Parties shall not assign all or any part of this Agreement and/or make any subcontract to perform any obligation hereunder, either in whole or in part, without the prior written consent of the Parties.
- B. **Attorneys' Fees**  
In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.
- C. **Compliance with Laws**  
Parties shall perform their respective obligations as set forth in this Agreement pursuant to all applicable Federal, State, and local statutes, regulations, and ordinances whether now in force or hereinafter enacted.
- D. **Conflicts or Inconsistencies**  
Exhibit C shall take precedence in the event of any conflict or inconsistency between the terms of Exhibit C and this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any other Exhibit, the terms of this Agreement shall strictly prevail.
- E. **Dispute Resolution**

1. **Administrative Remedies.** Disputes regarding the interpretation or application of this Agreement shall first be submitted to the other Party for investigation and resolution. The Parties will make a good faith and reasonable effort to reach an agreeable resolution. Any disputes that cannot be resolved in that manner shall be submitted to non-binding arbitration as set forth in the Formal Remedies below.
2. **Formal Remedies.** In the event the Administrative Remedy does not resolve the dispute, the alleged injured Party may, but is not required to as a condition of pursuing any legal remedies, serve a demand for arbitration on the Party claimed to be in default ("Defaulting Party"). The Parties will continue to perform obligations under this Agreement so long as the Defaulting Party diligently commences to cure the alleged default in the event there is imminent danger to the public health, safety or general welfare resulting from the default, the Defaulting Party shall take immediate action to cure the immediate threat.

Within five (5) business days of receipt of the demand, and providing the default remains uncured, the matter shall be submitted to non-binding arbitration. The Parties shall make reasonable efforts to jointly select an arbitrator using any reasonable method including selection by chance. The arbitration shall be conducted in accordance with the California Arbitration Act (Code of Civil Procedure section 1280 et seq.) The arbitrator shall render a decision with written findings. The costs of arbitration (excluding each Party's own costs) shall be borne by the Parties equally. Either Party that is not satisfied with the arbitrator's decision shall be entitled to pursue all remedies available in a court of law or equity.

**F. Documentation**

PARTIES shall maintain complete and accurate records with respect to ownership and transfer of Equipment and the costs incurred under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment made under this Agreement. All such records shall be provided to requesting Party within ten (10) days of request.

**G. Effective Date and Term**

This Agreement is effective as of the date of mutual execution and shall remain in full force and effect until delivery of the Equipment to BUYER, and BUYER's removal of the Equipment from SELLER's property whereupon this Agreement shall terminate, subject to the survival of terms as provided herein.

**H. Force Majeure**

1. The time period(s) specified for performance pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the delayed Party if the delayed Party shall within three (3) days of the commencement of such delay notify the other Party in writing of the causes of the delay.

2. The sole remedy shall be termination or an extension of the Agreement pursuant to this Section and neither Party shall not be entitled to recover damages against the other Party.

**I. Governing Law**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Los Angeles.

**J. Independent Contractor**

Parties and their respective employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of the other Party.

**K. Entire Agreement**

1. This Agreement, together with all exhibits hereto and which are incorporated by reference herein, supersedes any and all other Agreements, either oral or in writing, between the Parties with respect to the subject matter herein.
2. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement that no representation, statement, or promise by any party which is not embodied herein shall be valid or binding.
3. Any modification of this Agreement shall be effective only if it is in writing signed by the Parties.

**L. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**M. Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**N. Termination**

1. **Termination for Convenience.** Parties may terminate this Agreement for convenience by providing not less than ten (10) days prior, written Notice of Termination to the other Party prior to payment and delivery of the Equipment. This Agreement may be terminated at any time upon mutual agreement of the Parties. In such events, Parties shall have no further rights hereunder.

2. **Cure Notice.** Either Party may provide a Notice to Cure Default, therein specifying the acts or omissions constituting the alleged default, and demanding that the default be cured within ten (10) days, to the other Party. If the default remains uncured, termination for cause shall be effective, without further notice, at the end of the default cure period.
3. **Termination for Cause.** Either Party may terminate this Agreement for cause immediately by providing a written Notice of Termination therein specifying the acts or omissions constituting the default, to the other Party. In such event, Parties shall have all other rights and remedies as provided by law.
4. **Payment.** SELLER shall reimburse BUYER for all amounts paid to SELLER within a reasonable time after termination of this Agreement.
5. **Release of Liability.** Termination or expiration of this Agreement does not release either Party from any and all claims, damages or other liability incurred prior to termination or expiration.

**O. Waiver**

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

**III. Special Provisions**

**A. Acceptance**

Acceptance of the Equipment shall be deemed to occur upon delivery of the keys to BUYER and BUYER's removal of the Equipment from the SELLER's property.

**B. Insurance**

SELLER shall maintain and provide proof of insurance coverage on the Equipment until such time SELLER delivers the Equipment to BUYER and removes the Equipment from SELLER's property. SELLER's program of self-insurance approved by BUYER shall satisfy the requirements of this Section.

**C. Ownership and Authority to Sell and Purchase**

1. SELLER warrants that it owns the Equipment, free and clear of any encumbrances, and that it is authorized to sell Equipment to BUYER.
2. BUYER represents that it is authorized to purchase Equipment from SELLER.

**D. Removal, Transportation, and Operation**

1. SELLER, at its sole expense, shall provide reasonable instructions and documentation pertaining to the maintenance and operation of the Equipment to BUYER at the time of delivery and prior to BUYER removing the Equipment from SELLER's property.

2. BUYER, at its sole liability, risk and expense, shall be responsible for removing, loading, transporting, and operating the Equipment.

**E. Sale of Equipment**

SELLER hereby sells to BUYER and BUYER hereby purchases from SELLER the Equipment for the price set forth in Exhibit B.

**F. Title and Risk of Loss**

1. Title to and risk of loss or damage to the Equipment purchased by BUYER will pass to BUYER upon delivery and removal of the Equipment from SELLER's property.
2. BUYER assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Equipment. SELLER will have no liability with respect to the Equipment sold to BUYER, including having no liability for indirect, incidental or consequential damages.

**IV. Representatives and Signatories**

**A. Notices and Designated Representatives**

1. Any and all notices, demands, invoices, and written communications between the Parties shall be addressed to the individuals set forth below who are primarily responsible for their respective party's performance.
2. Such notices shall be deemed as received by addressee within two working days after deposit in the United States mail or an express mail carrier or by verifiable electronic means.

SELLER

City of Vernon  
Finance Department  
4305 Santa Fe Avenue  
Vernon, CA 90058  
Todd Dusenberry,  
General Manger of Public Utilities  
323.583.8811

BUYER

Petrelli Electric, Inc.  
11615 Davenport Road  
Agua Dulce, CA 91390  
Cindy Petrelli,  
President  
661.268.7312

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

SELLER

Contractor Name: City of Vernon  
Corporation Type: a California charter City and California municipal corporation  
Printed Name: Daniel Calleros  
Title: Interim City Administrator  
Signature: \_\_\_\_\_

ATTEST

Printed Name: Yonnie Parker  
Title: Deputy City Clerk  
Signature: \_\_\_\_\_

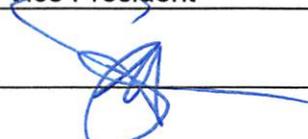
APPROVED AS TO FORM

Printed Name: Zaynah N. Moussa  
Title: City Attorney  
Signature: \_\_\_\_\_

BUYER

Petrelli Electric, Inc.  
Corporation Type: a California corporation  
Printed Name: Cindy Petrelli  
Title: President  
Signature: Cindy Petrelli

BUYER

Printed Name: Sal Petrelli  
Title: Vice President  
Signature: 

**Attachments (incorporated documents):**

**Exhibit A – Equipment**

**Exhibit B – Price**

**Exhibit C – Liability Release Agreement**



## Exhibit A – Equipment

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### 1. Crane Specifications

**Model:** 1989 Lorain LCD 150

**Serial Number:** 99036

**VIN Number:** 1262618A

**License Plate Number:** E337041

### 2. Forklift Specifications

**Model:** 1983 Hyster H40XL

**VIN Number:** A177BO3005D

### Warranty

Equipment is sold "AS IS, WHERE IS, WITH ALL FAULTS".

SELLER MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS, OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT, INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANT OR REPRESENTATION MADE BY THE SELLER IS A WARRANTY THAT THE SELLER IS THE LEGAL OWNER OF THE USED EQUIPMENT.

End of Exhibit A

## **Exhibit B – Price**

### **I. Equipment**

BUYER shall pay and accept SELLER's agreed price for the Equipment agreed to by the Parties.

The BUYER is purchasing the following:

- One (1) 1989 Lorain LCD 150 Crane for \$6,200
- One (1) 1983 Hyster H40XL Forklift for \$4,400

### **II. Purchase Price**

As full and complete consideration for the Equipment, BUYER shall pay the sum of Ten Thousand, Six Hundred Dollars (\$10,600) USD, not including any applicable taxes and or fees to SELLER.

### **III. Taxes and Fees**

BUYER is responsible for paying all applicable sales taxes and fees associated with the acquisition of Equipment.

### **IV. Payment**

BUYER shall make payment of the full purchase price to SELLER on or before the BUYER takes possession of the Equipment.

End of Exhibit B

## Exhibit C – Liability Release Agreement

Petrelli Electric, Inc. (Petrelli), hereby voluntarily releases, discharges, waives, and relinquishes any and all liabilities, losses, claims or causes of action against the City of Vernon (City), and any of its elected officials, officers, agents, employees, or volunteers, including those for personal injury, property damage, or wrongful death arising, directly or indirectly, as a result of the purchase of one (1) 1989 Lorain LCD 150 Crane and one (1) 1983 Hyster H40XL Forklift (Equipment), described in Exhibit A and referred to collectively as the "Equipment".

Petrelli further agrees to indemnify, defend, and hold harmless the City and its elected officials, officers, agents, employees, and volunteers from any and all loss, damage, liability, claim, action, or expense whatsoever, including without limitation, attorney fees and other costs of defense, which in any way arise out of, result from, or are connected with, the purchase, possession, retention, use, ownership, sale, or transfer of the Equipment by Petrelli or its officers, owners, agents, or employees, even though such liability may arise, in part, out of the negligence of the City, its elected officials, officers, agents, employees, or volunteers.

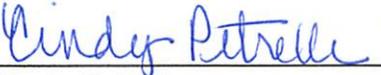
On behalf of its officers, owners, agents, and employees, Petrelli agrees not to make any claim against, sue, attach the property of, or prosecute the City or its elected officials, officers, agents, employees, or volunteers for any liabilities, losses, claims or causes of action arising, directly or indirectly, as a result of Petrelli's acceptance, retention, use, ownership, sale, or transfer of the Equipment.

Petrelli further acknowledges that the City makes no guarantee or warranty for the Equipment. The Equipment is accepted in an "as is" condition.

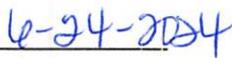
Petrelli voluntarily accepts and expressly assumes all risks, dangers, and hazards that may arise from its acceptance, retention, use, ownership, sale, or transfer of the Equipment.

The undersigned hereby warrants that he/she is an authorized agent of Petrelli, whose name appears below, and by his/her signature, does hereby bind it to the terms, conditions, and limitations of this release document.

**Petrelli Electric, Inc.**

  
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Cindy Petrelli  
President  
11615 Davenport Road  
Agua Dulce, CA 91390

  
\_\_\_\_\_

Date