



City of Pembroke Pines

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**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
INDUSTRIAL COMMUNICATIONS AND ELECTRONICS INC.**

**THIS AMENDMENT (“Third Amendment”)**, dated \_\_\_\_\_, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC.**, a For Profit Corporation as listed with the Massachusetts Division of Corporations, authorized to do business in the State of Florida, and with a business address of **40 Lone Street, Marshfield, MA 02050**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **June 16, 2021**, the Parties entered into the Agreement (“Original Agreement”) for the provision of two-way radio equipment and services for an initial period which expired on **April 6, 2023**; and,

**WHEREAS** the Original Agreement authorized the renewal thereof for three (3), additional one (1) year renewal terms at the expiration of the initial term, or subsequent renewal term, should the School District of Lee County authorize any of its renewal terms; and,

**WHEREAS**, on **February 1, 2023**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a **one (1) year** period commencing on **April 7, 2023**, and expiring on **April 6, 2024**; and,

**WHEREAS**, on **April 8, 2024**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period commencing on **April 7, 2024**, and expiring on **April 6, 2025**; and,

**WHEREAS** effective **July 24, 2023**, the pricing applicable to the agreement between the School District of Lee County and the CONTRACTOR was updated, and the Parties desire to incorporate such updated pricing into the Original Agreement, as amended, and to supplement the terms contained therein as set forth in this Third Amendment.



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**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement, as amended, is hereby revised and amended to include the revised pricing effective **July 24, 2023**, as **Exhibit "A-1"**, attached hereto and by this reference made a part hereof.

**SECTION 3. Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

**SECTION 4. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.



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4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 5. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months



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following the date of being placed on the convicted vendor list. By executing this Third Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 6. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Third Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 7. Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 8. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Third Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 9.** In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 10.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

**SECTION 11.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not



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physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

**SECTION 12.** Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

**SECTION 13.** This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND  
AFFIDAVIT OF COMPLIANCE WITH  
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: Paul Hernandez  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

\_\_\_\_\_

DEBRA E. ROGERS, CITY CLERK

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC.

Signed By: Jerry DiLella

Signed by:

48133CFD05C5479...

Printed Name: Jerry DiLella

Title: Regional Sales Manager



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**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

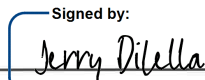
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: October 18, 2024

ENTITY: INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC.

SIGNED BY: 

Signed by:  
48133CFD05C5479...

NAME: Jerry DiLella

TITLE: Regional Sales Manager