

**AGREEMENT CONCERNING JOINT
PAYMENT OF CONTRACT PROCEEDS**

The parties to this agreement, _____
(hereinafter "Vendor"), and _____
(hereinafter "Second Party"), on this _____ day of _____ 200 __, and for
valuable consideration, agree as follows:

- 1) The Vendor is furnishing supplies and! Or services to Miami-Dade County, (Miami Dade county or County, as used in this Agreement), and agrees to request that Dade County hereinafter issue joint checks to the Vendor and the Second Party on all payment transactions until cancelled by the Vendor.
- 2) The parties agree that the County is only obligated to make a reasonable effort to comply with the terms of the parties joint payment request and issue checks jointly as follows:

PAYABLE TO: _____ (Vendor), and
_____ (Second Party)

MAILED TO: _____

The parties recognize that this agreement can in no way modify or amend the Vendor's Contract (s) with Dade County, and that the County is an intended third - party beneficiary of the provisions stated below.

- 3) The parties to this agreement further agree to hold the County harmless and to indemnify and defend the County and its employees and representatives from all claims or suits brought against the County by subcontractors, materialmen, suppliers, and any and all other third parties, should the County fail to issue checks jointly, as requested, due to inadvertence or neglect.
- 4) The parties agree that, should the Vendor wish to withdraw this request for joint payment, the Vendor shall provide the County with written notification copied to the Second Party and Bonding Company, (if applicable), requesting that joint payments cease. The County shall have no obligation to verify receipt of the notification to the Second Party, or where applicable, the Bonding Company.

(OVER)

Vendor:

Second Party:

Authorized Representative

Authorized Representative

Print Name and Title

Print Name and Title

Affix Corporate Seal, if a corporation

Affix Corporate Seal, if a corporation

Subscribed and sworn before
me this _____ day of _____
_____, by _____,
who is personally known to me or who
has produced the following identification:

Subscribed and sworn before
me this _____ day of _____
_____, by _____,
who is personally known to me or who
has produced the following identification:

NOTARY PUBLIC, State of Florida

NOTARY PUBLIC, State of Florida

My Commission Expires:

My Commission expires:

Where the County Project is Bonded, the following must also be executed:

Bonding Company:

**Countersigned by the Florida Resident
Agent**

Name of Surety

Address of Agent

Address of Surety

By: _____

Telephone Number

**Attorney in Fact for Bonding Company
(Power of Attorney attached)**