



AGREEMENT CONCERNING JOINT PAYMENT OF CONTRACT PROCEEDS

The parties to this agreement _____
(hereinafter "Vendor"), and _____
(hereinafter "Second Party"), on this _____ day of _____, 20____, and for valuable consideration, agree as follows:

1. The Vendor is furnishing supplies and/or services to Miami-Dade County, (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: _____

3. 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.
4. 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, material men, suppliers, and any and all other third parties, should the County fail to issue checks jointly, as requested, due to inadvertence or neglect.
5. 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.

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:

Name of Surety

Countersigned by the Florida resident agent

Address of Surety

Address of Agent

By: _____

Telephone Number

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