

CLERK/COMPTROLLER RECOVERY AGREEMENT

This Clerk/Comptroller Recovery Agreement is made between John Crawford, in his capacity as Clerk of the Court and/or Comptroller of Nassau County, Florida, the address of whom is PO Box 456, Fernandina Beach, FL 32034, (hereafter referred to as "Claimant"), and the Florida Association of Court Clerks, Inc., a Florida corporation, which maintains its business premises at 3544 Maclay Blvd., Tallahassee, Florida 32312 (hereafter referred to as "FACC").

WITNESSETH:

The Claimant may be lawfully entitled to claim ownership of certain assets of which the Claimant is not now aware (such assets are hereinafter referred to as "Unclaimed Assets") and desires to enter into an agreement for FACC, directly or through a third party chosen by FACC, to search for such Unclaimed Assets on behalf of Claimant on the terms and conditions of this Clerk/Comptroller Recovery Agreement.

FACC desires, either directly or through a third party chosen by FACC, to search for Unclaimed Assets on the terms and conditions of this Clerk/Comptroller Recovery Agreement.

Now therefore, in consideration of the foregoing and other good and valuable consideration, the Claimant and FACC hereby agree as follows:

FACC, either by its own actions or pursuant to a subcontract with a third party entity entered into for the purpose of fulfilling the terms of this Agreement (such third party entity being referred to herein as "Subcontractor"), shall investigate and try to discover and procure Unclaimed Assets located in the state of Florida. The Claimant does hereby grant and designate to FACC and Subcontractor the power and authority to act on behalf of the Claimant for the purpose of investigating and discovering and procuring Unclaimed Assets. FACC and Subcontractor shall be and is entitled to receive any such Unclaimed Assets in the name of FACC for the benefit of the Claimant.

To allow FACC to perform hereunder, the Claimant hereby grants to FACC and any Subcontractor a limited power of attorney to represent the Claimant for the purpose of recovering Unclaimed Assets held by any private or public entity, including but not limited to the Florida Department of Financial Services.

The Claimant does hereby agree that in consideration of FACC's efforts in locating Unclaimed Assets and assistance in procuring payment of the Unclaimed Assets to Claimant, the FACC and/or Subcontractor shall be paid a sum equal to fifteen percent (15%) of any recovered Unclaimed Assets (the "Recovery Fees"). The Claimant hereby authorizes the Recovery Fees to be deducted from any recovered Unclaimed Assets and paid directly to the FACC or to an entity directed by FACC.

Upon the receipt of any Unclaimed Assets (net of the Recovery Fees) FACC shall transmit such funds received within five (5) business days to the Claimant at the address set forth above or at such other address as provided in writing to FACC by the Claimant. If the entity holding Unclaimed Assets does not withhold the Recovery Fees and pay them to FACC or as FACC directs, the Claimant shall, within fifteen (15) days of receipt of Unclaimed Assets, pay to FACC the Recovery Fees.

This agreement can be terminated by either party hereto upon thirty (30) days written notice sent to the other party at the address of such other party as set forth in this Agreement or such other address as provided in writing by the party to which the notice is to be sent. Upon any such termination any Unclaimed Assets identified by FACC or its Subcontractor but have not yet transferred to FACC shall be transferred to FACC with FACC transferring the Unclaimed Assets, less the fee as set forth above, to the Claimant.

This agreement shall be governed under the laws of the state of Florida. If any party hereto is required to enforce its

01/15 To Pat Goodall 1-21-05

rights hereunder, the successful party shall be entitled to recover from the other party costs incurred, including reasonable attorneys' fees.

This agreement shall be signed in multiple counterparts, each of which shall be considered an original.

Clerk of the Court/Comptroller of
Nassau County, Florida

By:

Name: John Crawford

FEID # 59-6015296

Date: 1-18-05

Florida Association of Court Clerks, Inc.

By:

Name: Roger H. Alderman

Title: Executive Director

Date: 1/7/05

Search Criteria—FACC Unclaimed Property Recovery Program

Please fill out the following fields in order to provide as many ways as possible to search for unclaimed property. Also provide any additional information you feel could be helpful.

Please return this document with your signed contracts.

County name: NASSAU

Name of Clerk (and any standard variations)

John A. Crawford; John Crawford

Your full title: Clerk of Courts

If you have served as Clerk of Court for less than 10 years, please provide the names of any **previous Clerks** in your county for that timeframe:

J. M. "Chip" Oxley, Jr.

T. J. "Jerry" Greeson

Your Office Address (including branch office addresses):

76347 Veterans Way, Yulee, FL 32097

416 Centre Street, Fernandina Bch, FL 32034

Any known previous addresses for your office, or branch offices:

191 Nassau Place, Yulee, FL 32097

If you are the Chief Financial Officer for your County, please continue. All fields below this line will be used to locate any funds on behalf of your county.

Names of any county offices for whom you handle or collect money:

Board of County Commissioners

Supervisor of Elections

Board of County Commissioners Solid Waste

Nassau Amelia Utilities

Board of County Commissioners Family Matters



**Florida
Association of
Court Clerks
&
Comptroller**

Tim Sanders
Madison County
President

Martha O. Haynie
Orange County Comptroller
First Vice President

Ricky Lyons
Lafayette County
Second Vice President

Karen Rushing
Sarasota County
Secretary

P. DeWitt Cason
Columbia County
Treasurer

Roger H. Alderman
Executive Director

Fred W. Baggett
General Counsel

3544 Maclay Boulevard
Tallahassee, Florida 32312
(850) 921-0808
Fax: (850) 921-4119
Suncom: 291-0808
Suncom Fax: 291-4119
www.flclerks.com

MEMORANDUM

January 10, 2005

TO: Hon. John Crawford
FROM: Vicky Laurienzo, Publications Specialist *VL*
RE: FACC Unclaimed Property Recovery Program

The Florida Association of Court Clerks (FACC) offers the Clerks in the State of Florida a program to assist their offices in recovering funds held by the Department of Financial Services, Bureau of Unclaimed Property that have been turned in by banks and other businesses. The FACC Unclaimed Property Recovery Program is a service provided to FACC members to recover funds on behalf of the Clerks' offices, and if the Clerk serves as the county comptroller, on behalf of the County Board of Commissioners as well.

As you may be aware, Mr. Oxley was enrolled in the FACC Unclaimed Property Recovery Program. In order to continue with this program, the contracts will need to be resigned with your name. This will allow FACC to continue to monitor the state's accounts on behalf of your office.

To continue the enrollment of your office in the program, please sign the three enclosed contracts. Keep one for your files and return two signed contracts to:

Florida Association of Court Clerks and Comptroller
3544 Maclay Blvd.
Tallahassee, FL 32312
ATTN: Vicky Laurienzo

If you have any further questions about the contracts or the program, please contact Vicky Laurienzo at (850) 921-0808.

05:0111W 41 1100 800Z
VICKY LAURIENZO
850-921-0808

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Please return this document with your signed contracts.

County name: _____

Name of Clerk (and any standard variations)

Your full title: _____

If you have served as Clerk of Court for less than 10 years, please provide the names of any **previous Clerks** in your county for that timeframe:

Your Office Address (including branch office addresses):

Any known **previous addresses** for your office, or branch offices:

If you are the Chief Financial Officer for your County, please continue. All fields below this line will be used to locate any funds on behalf of your county.

Names of any **county offices** for whom you handle or collect money:

[United States Home](#)

[Information Center](#) | [Cust](#)



Search

Package / Envelope Services	Office / Print Services	Freight Services	Expedited Ser
Ship	Track	Manage My Account	International Tools

Track Shipments
Detailed Results

[Printable Version](#) [Quick Help](#)

Tracking number 846399470174
Signed for by A.WILLIAMS
Ship date Jan 20, 2005
Delivery date Jan 21, 2005 2:48 PM
Status Delivered

Delivered to Receptionist/Front Desk
Service type Priority Envelope

- You can also tra
- [By TCN](#)
 - [FedEx Tr shipment](#)
 - [By Email](#)
 - [By FedEx Solutions](#)

Date/Time	Activity	Location	Details
Jan 21, 2005	2:48 PM	Delivered	
	12:57 PM	On FedEx vehicle for delivery	
	12:23 PM	At dest sort facility	TALLAHASSEE, FL
	12:02 PM	At local FedEx facility	TALLAHASSEE, FL
	3:51 AM	Departed FedEx location	MEMPHIS, TN
	12:09 AM	Departed FedEx location	MEMPHIS, TN
	10:41 PM	Arrived at FedEx location	MEMPHIS, TN
Jan 20, 2005	10:43 PM	Package data transmitted to FedEx	
	6:04 PM	Picked up	JACKSONVILLE, FL
	5:52 PM	Left origin	JACKSONVILLE, FL

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 Reduce future mis
 FedEx Address Ch

[Shipping Freight](#)
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 surface and air e
 freight, multi piec
 deliveries, and o

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Email your detailed tracking results (optional)

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click **Send email**.

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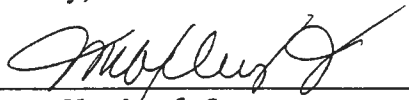
FACC directs, the Claimant shall, within fifteen (15) days of receipt of Unclaimed Assets, pay to FACC the Recovery Fees.

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Clerk of the Court/Comptroller of
Nassau County, Florida

By: 
Name: Clerk of Courts
FEID # 59-6015296
Date: 11/13/03

Florida Association of Court Clerks, Inc.

By: 
Name: Roger H. Alderman
Title: Executive Director
Date: _____