

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
WAGeworks, INC.
FOR
THIRD PARTY ADMINISTRATION OF FLEXIBLE SPENDING ACCOUNT**

THIS FIRST AMENDMENT to Agreement is made and entered into in this 21 day of October, 2013, by and between the CITY OF JACKSONVILLE, a Florida municipal corporation (hereinafter the "City"), and WAGeworks, INC., a Delaware corporation with office at 1100 Park Place, 4th Floor, San Mateo, CA 94403 (hereinafter "WageWorks").

WITNESSETH:

WHEREAS, on March 25, 2013, City and WageWorks made and entered into City of Jacksonville Contract No. 9740-01 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of four (4) renewal options so as to extend the period of service from January 1, 2014 to December 31, 2014, subject to earlier termination, with three (3) renewal options remaining, and by increasing the maximum indebtedness by \$120,000 for fiscal year 2014 to a new total maximum indebtedness not-to-exceed \$240,000, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants hereinafter contained and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 3 of said Agreement is amended in part by exercising the first of four (4) renewal options so as to extend the period of service from January 1, 2014 to December 31, 2014, subject to earlier termination, with three (3) renewal options remaining, and as amended shall read as follows:

“3. Duration of Agreement.

The term of this Agreement (“**Term**”) shall begin on the Effective Date and shall continue and remain in full force and effect until December 31, 2014, with three (3) one-year renewal options unless terminated earlier pursuant to the provisions of Section 7 of this Agreement. The Agreement shall also be in full force and effect during any “**Grace Period**” and “**Run-Out Period**” (as defined in **Exhibit A-2**). For the current term, the Grace/Run-Out Period shall terminate on March 31, 2015.”

3. Section 5 of said Agreement is amended in part by increasing the maximum indebtedness by \$120,000 for fiscal year 2014 to a new total maximum indebtedness not-to-exceed \$240,000 and as amended shall read as follows:

“5. Maximum Indebtedness. The maximum indebtedness of the CITY for all fees, reimbursable items or other costs for Services provided by WageWorks pursuant to this Agreement shall not exceed the sum of TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$240,000.00) for the term of this Agreement. The CITY’s obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Services and this Agreement.”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement of March 25, 2013 shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day

and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By Karen Bowling
Alvin Brown
Mayor

In accordance with the Ordinance of the CITY of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unapportioned balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton

Director of Finance
CITY Contract Number 9740-01, Amd #1

BT

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

WAGeworks

By _____
Signature

By Kim Wilford
Signature

Type/Print Name

Kim Wilford
Type/Print Name

Title

SVP, General Counsel + Corp. Secretary
Title