



**AMENDMENT NO. 4
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 20-06**

This **AMENDMENT NO. 4** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Unum Life Insurance Company of America**, a Portland, Maine corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes January 28, 2026.

WHEREAS, County and Contractor entered into Agreement No. AGR20-06, dated January 1, 2020, for Long Term Disability (LTD) Benefits, Amendment No. 1, dated January 1, 2022, Amendment No. 2, dated October 18, 2023, and Amendment No. 3, dated January 1, 2025; and

WHEREAS, due to an increase in overall monthly payroll wages, the related payroll withholding obligations have also increased, thereby necessitating a corresponding increase to the previously established not-to-exceed amount; and

WHEREAS, County Council approved this Amendment at a public meeting held on January 27, 2026; and

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

- I. To delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in Years 1, 2, 3, 4, and 5 in accordance with the rate schedule set out in Exhibits A and A-1, and for Services in Years 6 and 7 in accordance with the rate schedule set out in Exhibit A-2, in an amount not to exceed ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR").
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

- II. To delete **SECTION S. NOTICE** in its entirety and replace it with the following:

SECTION S. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such

party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Victoria Pacheco
Benefits and Pension Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 230
Los Alamos, New Mexico 87544
E-mail: Victoria.pacheco@losalamosnm.gov

Contractor:

Kenneth W. Barber
AVP of Underwriting
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122
E-mail: Kbarber@unum.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~Attorney@losalamosnm.gov

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**UNUM LIFE INSURANCE COMPANY, A PORTLAND,
MAINE CORPORATION**

BY: _____
Kenneth W. Barber **DATE**
AVP OF UNDERWRITING