

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 20-06**

This **AMENDMENT NO. 2** 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 October 18, 2023.

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

WHEREAS, the Services are on going and the Parties wish to amend the compensation and extend the Term of the Agreement for one (1) additional year, unless sooner terminated, as provided therein, as allowed under the original terms of the Agreement; and

WHEREAS, County Council approved this Amendment at a public meeting held on October 17, 2023; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

I. To delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence January 1, 2020, and shall continue through December 31, 2024, unless sooner terminated, as provided herein. At County's sole option, the Agreement may be renewed for up to two (2) additional one-year periods, or one (1) final two-year period, under terms and conditions, mutually agreed upon by the Parties, contingent upon Council appropriating funding, unless sooner terminated, as provided therein. Any Amendment shall be approved by Council for all renewal periods.

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

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in Years 1, 2, 3 and 4 and 5 in accordance with the rate schedule set out in Exhibits A and A-1, attached hereto and made a part hereof for all purposes, in an amount not to exceed SEVEN HUNDRED SEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$707,400.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Beginning with Year 6 and for any subsequent renewal periods, compensation will be strictly based upon rate negotiations with Contractor, and Council approval of said negotiations, as set forth in Section B above.
- 2. Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Benefits Staff showing amount of compensation due, amount of any NMGRT, and

total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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. 2 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

BY: _____

NAOMI D. MAESTAS
COUNTY CLERK

STEVEN LYNNE
COUNTY MANAGER

DATE

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

UNUM LIFE INSURANCE COMPANY, A PORTLAND,
MAINE CORPORATION

BY: _____

NAME

DATE

TITLE: _____

Exhibit A
Compensation Rate Schedule
AGR20-06-A2

Monthly Rates and Cost Information for Year 5 of the Agreement:

Covered Payroll	Rate	Monthly Cost
\$4,792,132	0.32% of Covered Payroll	\$15,334.82

Compensation for years 6 through 7 shall be strictly based on negotiations as provided herein.