

**AMENDMENT NO. 1  
TO  
EMPLOYMENT AGREEMENT FOR COUNTY ATTORNEY  
WITH JOSEPH ALVIN LEAPHART**

This Amendment No. 1 to the Employment Agreement between the Incorporated County of Los Alamos ("Employer" or "County") and Joseph "Alvin" Leaphart ("Employee") entered into on January 1, 2017 ("Agreement"), for the purposes of bringing the language of the Agreement up to date with Public Employees Retirement Association of New Mexico ("PERA") contribution rules and updating the notice provisions, to be effective for all purposes \_\_\_\_\_, 2017.

The Agreement of January 1, 2017 is amended as follows:

1. To delete Paragraph 5.2 of the Agreement in its entirety and replace it with the following:

5.2 In addition to Employer's contributions to PERA described above, Employer agrees to contribute an additional amount equal to five percent (5%) of Employee's annual base salary on Employee's behalf to PERA, for a total Employer contribution of 14.55% of Employee's annual base salary. Employee's required contribution to PERA shall be reduced by an amount equal to five percent (5%) for a total Employee contribution of 9.65% of Employee's annual base salary. The provisions of this paragraph are subject to the rules governing PERA and are subject to change to assure conformance with PERA rules or in the event the contributions required by PERA change.

2. To delete Paragraph 14.1 of the Agreement in its entirety and replace it with the following:

14.1 Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, to a party at the address set forth below:

EMPLOYER: Incorporated County of Los Alamos  
Attn: Chair, Los Alamos County Council  
1000 Central Avenue, Suite 350  
Los Alamos, New Mexico 87544

EMPLOYEE: Joseph Alvin Leaphart  
c/o County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

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. 1 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:**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**By:** \_\_\_\_\_  
**DAVID IZRAELEVITZ** **DATE**  
**COUNCIL CHAIR**

**EMPLOYEE:**

**By:** \_\_\_\_\_  
**JOSEPH "ALVIN" LEAPHART** **DATE**  
**COUNTY ATTORNEY**