



**EXECUTIVE COMMITTEE  
RESOLUTION 2018-10**

Amendment No. 4 to Employment Agreement

The Third Amendment to the employment agreement between the Authority and Robert J. Bruner Jr. provides Blue Cross Blue Shield of Michigan benefits totaling \$14,073.00 during calendar year 2018; and

A change of status will reduce those benefits by \$2,246.35 during calendar year 2018; and

The Authority wishes to offset the benefit decrease with a corresponding salary increase;

The executive committee of the Michigan Municipal Services Authority (the "**Authority**") resolves as follows:

- that the following agreement (the "**Fourth Amendment**") amending the employment agreement between the Authority and Robert J. Bruner, Jr. dated August 12, 2014, as amended on December 10, 2015, October 26, 2016, and October 12, 2017, is hereby approved by the Authority:

"AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT

This agreement is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the "Authority") and ROBERT J. BRUNER JR., an individual (the "Executive").

The parties entered into an employment agreement dated August 14, 2014 under which the Executive serves as the chief executive officer of the Authority and that employment agreement was previously amended by the parties on December 10, 2015, October 26, 2016, and October 12, 2017 (as amended the "Employment Agreement").

The parties want to again amend the Employment Agreement to modify the compensation of the Executive and to modify the terms for the continued provision of benefits provided to the Executive.

The parties therefore agree as follows:

1. **Defined Terms.** Defined terms used but not defined in this agreement are as defined in the Employment Agreement.

2. **Amendment to Section 4(a).** Section 4(a) of the Employment Agreement is hereby amended in its entirety to read as follows:

“(a) During the Employment Period, the Authority shall pay the Executive a salary of: \$118,000.00 per year before January 1, 2016; \$123,000.00 per year after December 31, 2015 and before January 1, 2017; \$110,485.68 per year after December 31, 2016 and before January 1, 2018; \$112,732.03 per year after December 31, 2017 and before January 1, 2019; and \$123,000.00 per year after December 31, 2018. The salary will be paid in equal bi-weekly installments consistent with the payroll dates used by the state of Michigan for its employees.”.

3. **Amendment to Section 4(e).** Section 4(e) of the Employment Agreement is hereby amended in its entirety to read as follows:

“(e) The Executive’s compensation is subject to an annual review by the executive committee. The Executive may participate in the Authority’s Deferred Compensation Plan offered pursuant to section 457(b) of the Internal Revenue Code. For coverage during the calendar year that begins on January 1, 2017 and ends on December 31, 2017, the Authority shall pay up to the following annual premium amounts for health, prescription drug, dental, and vision insurance plans provided by Blue Cross Blue Shield of Michigan for the Executive and the Executive’s dependents: Simply BlueSM HSA PPO Gold \$1450 0% Medical Coverage with Prescription Drugs (\$11,407.56); Blue DentalSM PPO Plus 100/80/50 SG – Non-voluntary \$25/\$75 deductible (\$985.08); and Blue Vision Adults-only SG with VSP Choice Network 12/12/12SM (\$121.68). For coverage during the calendar year that begins on January 1, 2018 and ends on December 31, 2018, the Authority shall pay up to the following annual premium amounts for health, prescription drug, dental, and vision insurance plans provided by Blue Cross Blue Shield of Michigan for the Executive and the Executive’s dependents: Simply BlueSM HSA PPO Gold \$1450 0% Medical Coverage with Prescription Drugs (\$10,811.77); Blue DentalSM PPO Plus 100/80/50 SG – Non-voluntary \$25/\$75 deductible (\$913.23); and Blue Vision Adults-only SG with VSP Choice Network 12/12/12SM (\$101.65). Except as authorized in this Section 4(e), the Executive is not otherwise eligible for other compensation or to participate in an employee pension, retirement, health, or other fringe benefit plan.”.

4. **Effectiveness; Date.** This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Each party is signing this agreement on the date stated opposite that party's signature.

MICHIGAN MUNICIPAL SERVICES AUTHORITY

Date: July \_\_\_\_, 2018

By: \_\_\_\_\_  
Stacie Behler  
Executive Committee Chairperson

Date: July \_\_\_\_, 2018


By: \_\_\_\_\_  
Robert J. Bruner Jr.”;

- that the chairperson of the executive committee is hereby authorized to sign the Third Amendment on behalf of the Authority; and
- that the chairperson of the executive committee is hereby authorized to sign documents and take other action necessary to provide the chief executive officer with the insurance coverage described in the employment agreement.

**Secretary's Certification:**

I certify that this resolution was adopted by the executive committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on July 12, 2018.

By:

  
\_\_\_\_\_  
Authority Secretary