



Michigan Municipal Services Authority
PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
RESOLUTION 2018-13**

Amendment No. 5 to Employment Agreement

The employment agreement between the Michigan Municipal Services Authority (the “**Authority**”) and Robert J. Bruner Jr. (the “**CEO**”), as amended, provides for Blue Cross Blue Shield of Michigan health insurance benefits totaling \$14,073.00 during calendar year 2018.

A membership change reduced those benefits by \$2,201.42 during calendar year 2018. The Authority wants to provide a one-time payment of that same amount (\$2,201.42) to offset the benefit decrease with a corresponding salary increase.

Because Blue Cross Blue Shield of Michigan rebated \$224.98 of the Authority's 2017 health insurance premiums as required by the Affordable Care Act, the Authority must distribute the rebate by reducing premiums for the upcoming year or providing a cash rebate to employees or subscribers that were covered by the health insurance on which the rebate is based. The Authority wants to provide a cash rebate to the CEO, who was covered by the health insurance on which the rebate is based.

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

- that the following agreement (the “**Fifth 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, October 12, 2017, July 12, 2018 is hereby approved by the Authority:

“AMENDMENT NO. 5 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, October 12, 2017, and July 12, 2018 (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:

<u>Amendment</u>	<u>Calendar Year</u>	<u>Salary</u>
NO. 1	January 1, 2016	\$123,000.00
NO. 2	January 1, 2017	\$110,485.68
NO. 3	January 1, 2018	\$110,485.68
NO. 4	January 1, 2018	\$112,732.03
NO. 5	January 1, 2018	\$112,687.10
NO. 5	January 1, 2019	\$116,210.52
NO. 5	January 1, 2020	\$123,000.00

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 Authority shall pay up to the following annual premium amounts for medical, prescription drug, dental, and vision insurance plans provided by Blue Cross Blue Shield of Michigan for the Executive and the Executive’s dependents:

<u>Amendment</u>	<u>Calendar Year</u>	<u>Medical & Pharmacy Premium</u>	<u>Dental Premium</u>	<u>Vision Premium</u>	<u>Total Premium</u>
NO. 2	January 1, 2017	\$11,407.56	\$985.08	\$121.68	\$12,514.32
NO. 3	January 1, 2018	\$12,886.92	\$1,057.68	\$128.40	\$14,073.00
NO. 4	January 1, 2018	\$10,811.77	\$913.23	\$101.65	\$11,826.65
NO. 5	January 1, 2018	\$10,853.27	\$916.12	\$102.19	\$11,871.58
NO. 5	January 1, 2019	\$7,578.48	\$700.92	\$63.60	\$8,343.00

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: November __, 2018

By: _____

Stacie Behler
Executive Committee Chairperson

Date: November __, 2018

By: _____

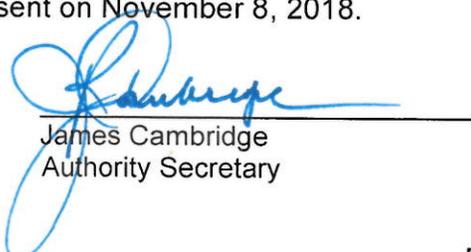
Robert J. Bruner Jr.”;

- that the chairperson of the executive committee is hereby authorized to sign the Fifth 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; and
- that the salary increase (\$2,201.42) and the premium rebate (\$224.98) will be made to the Executive as a one-time lump-sum payment.

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 November 8, 2018.

By: _____


James Cambridge
Authority Secretary