



March 14, 2025

Bernard J. Allen
Executive Director

David M. Silber, CFA, CAIA
Chief Investment Officer

Melody Johnson
Deputy Director

Mr. Jim Owczarski
City Clerk
Room 205, City Hall

Dear Mr. Owczarski:

Please be advised that a Meeting of the Administration & Operations (A&O) Committee Meeting of the Annuity and Pension Board of the Employees' Retirement System has been scheduled for **Thursday, March 20, 2025 at 9:00 a.m.** *Special Notice: the meeting will be held remotely via video conference. Instructions on how to observe the meeting will be available on ERS's website (www.cmers.com) prior to the meeting.*

Please note and observe the following remote attendance etiquette to ensure a smooth and productive meeting:

- In order to cut down on background noise, participants in the meeting should put their phones on mute when they are not participating.
- At the start of the meeting, the Chairman will announce the names of the members of the Board present on the call, as well as anyone else who will be participating.
- Please request to be recognized by the Chairman if you would like to speak.
- Those participating on the call should identify themselves whenever they speak, and should ensure that the other participants on the call can hear them clearly.

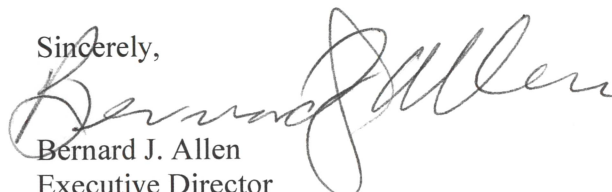
The agenda is as follows:

- I. Election of Vice Chair.
- II. CliftonLarsonAllen (CLA) Audit Reports Presentation – 2024.
 - A. Internal Audit Update.
 - B. Benefit Payroll.
 - C. Contributions Audit.

Please be advised that the Administration & Operations Committee may vote to convene in closed session on the following item (II.C.), as provided in Section 19.85(1)(d), Wisconsin State Statutes, to consider “strategy for crime detection and prevention.” The Administration & Operations Committee may then vote to reconvene in open session following the closed session.

- D. 2024 Cybersecurity Assessments.
- III. Approval of Lumen Contract Amendment.
- IV. Approval of Contract Amendment with Managed Medical Review Organization (MMRO).
- V. Approval of Close out of 2024 Budget.
- VI. Approval of RFQ for External Auditor – Employer Schedules Pursuant to GASB 68.
- VII. IT Projects Portfolio.
- VIII. Organizational/Personnel Update.

Sincerely,



Bernard J. Allen
Executive Director

BJA:jmw



Internal Audit Update City of Milwaukee Employees' Retirement System

Administration and Operations Committee

March 20, 2025

We'll get you there.

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Executive Summary

Since the presentation of the Enterprise Risk Assessment on November 26, 2024, CLA has completed the Benefit Payroll Audit, the Contributions Audit, Internal Vulnerability Assessment, External Vulnerability Assessment and Purple Team Assessment.

A description of the detailed audit procedures and findings performed for each audit can be found in the full internal audit reports that have been provided separately.

Fieldwork and reporting for the remaining 2024 Audits is underway and is expected to be completed by May. Those audits include;

- Business Continuity / Disaster Recovery Process
- IT General Controls Audit (including SOC)

These reports will be presented during the June 2025 A&O Committee meeting.

2025 Audit Plan is provided for review and discussion

2024 Audit Plan

2024 Audit Plan	Est. Hours	Actual Hours*	Actual Cost*	Status	Status/Comments
Enterprise Risk Assessment	60	32.5	\$7,660	Complete	Presented 11/26/2024
Contributions Audit	60	58	\$13,930	Complete	Presented 3/20/2025
Benefit Payroll Audit	80	52	\$11,960	Complete	Presented 3/20/2025
Business Continuity	100	23	\$7,775	In-Progress	To be presented 6/2025
IT General Controls (includes SOC Review)	200	137	\$30,249	In-Progress	To be presented 6/2025
Internal Vulnerability Assessment	120	Project Billed	\$22,920	Complete	Presented 6/18/2024
External Vulnerability Assessment	65	Project Billed	\$12,415	Complete	Presented 6/18/2024
Purple Team Assessment	30	Project Billed	\$5,730	Complete	Presented 6/18/2024
Engagement Management Fees	89.5	89.5	\$26,605	On-Going	Oversight, administration and meetings
Totals	810	540	\$139,244		
Budgeted Cost	\$143,495				

* Totals through 3/10/25



2025 Audit Plan

2025 Audit Plan	Hours Budget	Target Start Date	Comments
Entity Levels Controls & Governance	50	Q2 2025	
Accounting & Finance	80	Q3 2025	
Benefit Calculation Process	100	Q3 2025	
Investment Management	80	Q2 2025	
IT General Controls (SOC Services)	100	Q1/Q2 2026	
Internal Vulnerability Assessment	120	Q3/Q4 2025	
Engagement Management	95	On-Going	Oversight, administration and meetings
Totals:	625		
Budgeted Cost:	\$114,855		





Questions

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**Benefit Payroll Process Audit
City of Milwaukee
Employes' Retirement System**



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Background

At the request and direction of the Administration and Operations (A&O) Committee, an audit of the Benefit Payroll Process and controls for the City of Milwaukee Employees' Retirement System (CMERS) was performed during the period from September 16, 2024 through October 31, 2024. The audit was requested to review, evaluate, and test the organization's Benefit Payroll process against leading practices, test controls and determine whether control deficiencies existed within the internal control environment or whether there were identified control design or operating deficiencies. This audit cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations.

We have concluded our consulting engagement to perform the procedures described in the attached report. These procedures, which were agreed to by CMERS, were applied solely to assist in evaluating the internal controls of CMERS. Management of CMERS is responsible for their operations and internal controls. We performed this engagement in accordance with Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants. The execution and maintenance of adequate internal controls is solely the responsibility of the management of CMERS. Consequently, we make no representations regarding the sufficiency of the procedures described in the attached document either for the purpose for which this report has been requested or for any other purpose.

CliftonLarsonAllen (CLA) was not engaged by CMERS to conduct a financial audit, for which the objective would be the expression of an opinion on the financial statements. Had we been hired to perform an audit of financial statement information in accordance with U.S. generally accepted auditing standards, other issues may have come to our attention that would have been reported to you. Therefore, we express no opinion on the effectiveness of CMERS's controls over all or any part of its financial statements.



Internal Controls Assessment Objectives and Scope

The objective of the Benefit Payroll Process Audit was to review, evaluate, and test processes and controls currently in place against leading practices and evaluate operating effectiveness. The focus of the assessment was to address the following risks:

1. Assess the suitability of the design for process and controls over Benefit Payroll Process, including the inherent risk of inaccurate payments.
2. Assess the governance and accountability over the Accounting and Financial Reporting process, as well as the inherent risks from misappropriation, fraud, and abuse.
3. Compare current state internal controls versus leading practices and test for operating effectiveness.
4. Propose future state changes that mitigate risk or enhance CMERS' internal control structure and outcomes.

The following processes and sub-processes are in-scope, as well as segregation of duties in each area:

The objective of the Benefit Payroll Process Audit was to review, evaluate, and test processes and controls currently in place against leading practices and evaluate operating effectiveness. The focus of the assessment was to address the following risks:

1. Benefit Payment Disbursement Process and Controls
 - a. Bank Authorization
 - b. Expected Changes Analysis
 - c. Benefit Participant Audit
 - d. Duplicate Payment Application Controls
 - e. Participant Death Notice Review
 - f. Benefit Payment Adjustments (COLA)
2. Benefit Payment Reconciliation and Approval Processes
 - a. Disbursement Reconciliations
 - i. Positive Pay
 - ii. ACH Balancing
 - iii. Manual Checks
 - b. Benefit Payment Approval Process
3. Compliance Reporting
 - a. Participant Withholding Taxes
 - b. 1099 Reporting
4. System Access Restrictions
 - a. User System Access Review and Approval
 - b. Physical Access Controls
 - c. Segregation of Duties
 - d. Policies and Procedures
5. Organizational Resilience
 - a. Review and Update of Standard Practice Instructions (SPIs)
 - b. Cross Training Procedures



Procedures Performed

As part of the audit, various techniques were used to audit and assess the effectiveness of the internal controls, including:

1. Interviewed members of CMERS
 - a. Dan Gopalan, Chief Financial Officer
 - b. Terry Siddiqui, IT Consultant
2. Gathered supporting documents describing current state processes (e.g., policies, procedures, screenshots, flowcharts, reconciliations, analyses, etc.)
3. Gathered evidence and tested CMERS processes and controls for the following functions;
 - a. Benefit Payment Disbursement Process and Controls
 - b. Benefit Payment Reconciliation and Approval Process
 - c. Compliance Reporting
 - d. System Access Restrictions
 - e. Organizational Resilience
4. Ranked current-state processes against five levels of maturity definition (1. Initial; 2. Repeatable; 3. Defined; 4. Managed; and 5. Optimized)

We would like to acknowledge and thank management with whom we interacted. The time, effort, and discussions they provided were instrumental in our understanding and provided the necessary information to complete our project. During our assessment and audit, management and personnel provided all the materials requested and answered all of our questions promptly.



Audit and Assessment Results – Executive Summary

All the established processes and controls that were assessed during the audit were rated as Defined Maturity*: Management has established defined and documented formalized processes, procedures, and transaction flows that are regularly updated. This level of maturity is considered suitable for these control environments by management and internal audit.

Processes	Control Description	Control Deficiency?	Issues Identified	Process Maturity Level
Benefit Payment Disbursement Process and Controls	US Bank Signatories are regularly reviewed and updated. Annually the Signatories list is approved by CMERS A&O Committee.	No	None	Defined
	Every month, CMERS will prepare the <u>Expected Changes Spreadsheet</u> that details retiree activity, e.g., deaths, new retirees, recalculations, etc. The spreadsheet creates a comparison between the actual activity recorded in MERITS and the changes expected by management. All variances between expected and actual changes are investigated and explained every month. Once the spreadsheet has been prepared, it is reviewed and approved by management.	No	None	
	As part of management’s monthly benefit payment process, Management will perform an independent audit through MERITS workflow to ensure that all changes to member records and payment files are accurate and valid. If during the audit a participant’s records are identified with an issue, Management will investigate the issue and determine the corrective actions. Corrective actions to participant records can only be accomplished with two ERS employees, one to make the change and another employee to approve the change.	No	None	
	The MERITS system will not allow a Duplicate Payment to be made to a plan participant.	No	None	
	CMERS has established procedures to proactively identify deceased retirees and prevent erroneous retiree payments. Using Lexis-Accurint, a search tool, management will search for deceased retirees every month. In the event a retiree is identified as being deceased, the retiree’s death notice is reviewed by management to determine if the benefit payment should be returned. If it is	No	None	



	<p>determined that the benefit payment is to be refunded to CMERS, management approves the creation of the receivable, and it is recorded by CMERS in the Receivable Log. The Receivable Log is reviewed monthly by management.</p> <p>At the time the receivable is established, the deceased retiree's benefits are halted and a lock on the deceased retiree's benefit payments is created in MERITS to prevent future payments.</p>			
	<p>Cost of Living Adjustment (COLA) table/schedules are used in MERITS to calculate increases in Participant Benefit Payments. COLA adjustments are reviewed every year and updated appropriately. Any change to the COLA table/schedule must be properly supported and approved by an individual who was independent and knowledgeable of the process.</p>	No	None	
Benefit Payment Reconciliation and Approval Processes	<p>Every month, ERS will reconcile the benefit payment records that were made using Positive Pay, ACH, and Manual Checks and Check Stock to the supporting disbursement records. The reconciliation is prepared by Pension Analyst and is approved by the Pension Accounting Manager. Once the reconciliation is complete, it is incorporated into the Monthly Funds Transfer Package.</p>	No	None	Defined
	<p>Once the Benefit Payment records have been reconciled, the reconciliation and the supporting documents are accumulated into the Monthly Funds Transfer Package and is submitted to the CFO and Executive for review and approval Director for review and approval. Once the Funds Transfer package is approved the monthly benefit payments are distributed to the benefit participants.</p>	No	None	
Compliance Reporting	<p>Federal and State withholding taxes are calculated using withholding tables/schedules used within MERITS. These tables are updated annually and are reviewed by an individual independent and knowledgeable of the process.</p> <p>After the withholding taxes have been prepared, the calculations and supporting documentation are then reviewed and approved by management.</p>	No	None	Defined
	<p>Benefit Payment Participant 1099's are properly supported, reconciled, and reviewed by management before they are mailed to the IRS and the State of Wisconsin Department of Revenue. This</p>	No	None	



	work is done in a timely manner to ensure that 1099 mailing deadlines were met.			
System & Physical Access Controls	Employee access to CMERS systems is reviewed by management twice a year to ensure that ERS's employees and business partners have the appropriate system access, and that no "high-risk" Segregation of Duties conflicts exist.	No	None	Defined
	Participant Files containing sensitive member information are secured in locked filing cabinets in the filing room at the end of each day. The filing room is also locked at the end of each day to further ensure the security of the files. In addition, internal organization policies and system controls are in place that guide and control employee access to member Personal Identifiable Information (PII) that are regularly reviewed and monitored by CMERS management.	No	None	
Organization Resilience	Standard Practice Instructions (SPIs) are regularly reviewed and updated by management to reflect current processes and controls.	No	None	Defined
	Management regularly cross trains and evaluates department personnel as to their ability to competently perform duties outside of the employee's current role and responsibilities.	No	None	
PROCESS MATURITY DEFINITIONS				
*DEFINED MATURITY	Policies and processes are established and are reviewed and updated as needed, e.g., annually to reflect changing business needs; preventive and detective controls are employed but are primarily reliant on manual activities; performance monitoring is performed using a mix of manual and automated processes. <u>See Appendix for all Maturity Definitions.</u>			

Following the conclusion of our testing of CMERS Internal Control Environment, we identified No Internal Control Deficiencies.



Observations, Recommendations, and Management Responses

None.



Closing

We wish to extend our appreciation to management and staff for their timely cooperation and assistance during the project.

* * * * *

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CliftonLarsonAllen LLP

October 31, 2024



Appendix

Maturity Definitions

Capability Level	Capability Description	Capabilities Attribute
5. Optimized	Policies and processes are continuously reviewed and improved within a highly automated control environment.	<ul style="list-style-type: none"> • Processes and controls are continuously reviewed and improved • Preventive and detective controls are highly automated to reduce human error and cost of operation. • Comprehensive, defined performance metrics exist, with extensive automated performance monitoring. • Extensive use of best practices, benchmarking, and/or self-assessment to continuously improve process.
4. Managed	Policies and processes are documented, standardized, regularly updated and controls increasingly use automation.	<ul style="list-style-type: none"> • Procedures and controls are well documented and kept current. • Preventive and detective controls are employed, with greater use of automation to reduce human error. • Many metrics are used with a blend of automated and manual performance monitoring. • Best practices and/or benchmarking are used to improve process
3. Defined	Policies and processes are established, are reviewed, and updated as needed (e.g., annually) to reflect changing business needs; preventive and detective controls are employed but are primarily reliant on manual activities; performance monitoring is performed using a mix of manual and automated processes.	<ul style="list-style-type: none"> • Procedures are well documented, but not kept current to reflect changing business needs. • Preventive and detective controls are employed, still reliant on manual activities. • Some metrics are used, but performance monitoring is still manual and/or infrequent. • Generally occurs during periodic (e.g., annual) policy and procedure renewal.
2. Repeatable	Some standard processes are defined, and success depends largely on "tribal knowledge" and detective controls.	<ul style="list-style-type: none"> • Some standard procedures exist, relies on "tribal knowledge." • Mostly detective are in place, minimal preventive controls, and highly manual. • Few performance metrics exist, thus performance monitoring is inconsistent or informal. • Most likely in reaction to audits or service disruptions.
1. Initial	Few processes are defined, and success depends on individual effort and heroics.	<ul style="list-style-type: none"> • No formal procedures exist. • Controls are non-existent or primarily in reaction to a "surprise." • There are no metrics or performance monitoring.

**Contribution Process Audit
City of Milwaukee
Employes' Retirement System**



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Background

At the request and direction of the Administration and Operations (A&O) Committee, an audit of the Contributions Process and controls for the City of Milwaukee Employees' Retirement System (CMERS) was performed during the period from September 30, 2024, through November 30, 2024. The audit was requested to review, evaluate and test the organization's Contributions process against leading practices, test controls and determine whether control deficiencies existed within the internal control environment or whether there were identified control design or operating deficiencies. This audit cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations.

We have concluded our consulting engagement to perform the procedures described in the attached report. These procedures, which were agreed to by CMERS, were applied solely to assist in evaluating the internal controls of CMERS. Management of CMERS is responsible for their operations and internal controls. We performed this engagement in accordance with Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants. The execution and maintenance of adequate internal controls is solely the responsibility of the management of CMERS. Consequently, we make no representations regarding the sufficiency of the procedures described in the attached document either for the purpose for which this report has been requested or for any other purpose.

CliftonLarsonAllen (CLA) was not engaged by CMERS to conduct a financial audit, for which the objective would be the expression of an opinion on the financial statements. Had we been hired to perform an audit of financial statement information in accordance with U.S. generally accepted auditing standards, other issues may have come to our attention that would have been reported to you. Therefore, we express no opinion on the effectiveness of CMERS's controls over all or any part of its financial statements.

Internal Controls Assessment Objectives and Scope

The objective of the Contributions Process Audit was to review, evaluate, and test processes and controls currently in place against leading practices and evaluate operating effectiveness. The focus of the assessment was to address the following risks:

1. Assess the suitability of the design for process and controls over Contribution process, including the inherent risks of inaccurate employee contribution payments and the non-compliance with organizational policies.
2. Assess the governance and accountability over the Contributions process, as well as the inherent risks from misappropriation, fraud, and abuse.
3. Compare current state internal controls versus leading practices and test for operating effectiveness.
4. Propose future state changes that mitigate risk or enhance CMERS' internal control structure and outcomes.

The following processes and sub-processes are in-scope, as well as segregation of duties in each area:

The objective of the Contributions Process Audit included the review of processes and controls related to the design and test of operating effectiveness, including:

1. Receipt of Contributions
 - a. Reconciliation Procedures with Contributing Organizations and Agencies
 - b. Management Review and Approval
 - c. Suspended Member Account Procedures
 - d. Northern Trust Reconciliation
2. Contribution Rates
 - a. Employment Contracts Changes in MERITS
 - b. Change Approval Process
 - c. Rate Change Procedures
3. System Access Restrictions
 - a. User System Access Review and Approval
 - b. Segregation of Duties
4. Organizational Resilience
 - a. Standard Practice Instructions (SPIs)
 - b. Cross Training Procedures

Procedures Performed

As part of the audit, various techniques were used to audit and assess the effectiveness of the internal controls, including:

1. Interviewed members of CMERS
 - Dan Gopalan, Chief Financial Officer
 - Terry Siddiqui, IT Consultant
2. Gathered supporting documents describing current state processes (e.g., policies, procedures, screenshots, flowcharts, reconciliations, analyses, etc.)
3. Gathered evidence and tested CMERS processes and controls for the following functions;
 - Receipt of Contributions
 - Contribution Rates
 - User System Access
 - Segregation of Duties
 - Employee Cross Training
 - Standard Practice Instructions
4. Ranked current-state processes against five levels of maturity definition (1. Initial; 2. Repeatable; 3. Defined; 4. Managed; and 5. Optimized)

We would like to acknowledge and thank management with whom we interacted. The time, effort, and discussions they provided were instrumental in our understanding and provided the necessary information to complete our project. During the course of our assessment and audit, management and personnel provided all the materials requested and answered all of our questions promptly.

Audit and Assessment Results – Executive Summary

All the established processes and controls that were assessed during the audit were rated as Defined Maturity*: Management has established defined and documented formalized processes, procedures, and transaction flows that are regularly updated. This level of maturity is considered suitable for these control environments by management and internal audit.

Processes	Control Description	Control Finding?	Process Maturity Level
Receipt of Contributions	<p>ERS has developed and implemented defined procedures to review and reconcile employee bi-weekly contributions. These procedures include;</p> <ul style="list-style-type: none"> • Review and reconcile employee contributions activity by pay period from the Agency reports to the activity recorded in MERITS. The reconciliations consider the number of participant records and dollar amounts posted for each contribution cycle. • Reconcile and verify agency contributions to the wire transfer deposits were properly recorded in the MERITS system and in Northern Trust. These reconciliations are reviewed and approved by CMERS management. • If a difference between the Agency contributions and Merits is identified, CMERS will; <ul style="list-style-type: none"> ○ Follow-up with the agency via email to ensure that the appropriate changes are made to the Agency’s records. ○ Recognize the appropriate receivable from the agency until a supplemental contribution has been received. Inter-agency receivables are approved by management and are regularly monitored until the receivable is collected. • Contribution Reconciliation Testing Results; <ul style="list-style-type: none"> ○ A sample of contribution reconciliations from several entities were selected and determined that the defined controls were in place and operating as described. 	No	Defined
Contribution Rates	<p>Changes made to employee Contribution Rates are made according to defined procedures and receive the appropriate approval</p> <ul style="list-style-type: none"> • Changes to Employee Contribution Rates are approved by the Common Council and then later updated in MERITS. • Changes to employee contribution rates in MERITS must be independently reviewed and approved by appropriate personnel. • Contribution Testing Results; <ul style="list-style-type: none"> ○ Contributions rates defined and directed by Chapter 36 of the Milwaukee City Charter were properly applied. 	No	Defined

System Access Controls	Employee access to CMERS systems is reviewed by management twice a year to ensure that ERS's employees and business partners have the appropriate system access, and that no "high-risk" Segregation of Duties conflicts exist.	No	Defined
	Participant Files containing sensitive member information are secured in locked filing cabinets in the filing room at the end of each day. The filing room is also locked at the end of each day to further ensure the security of the files. In addition, internal organization policies and system controls are in place that guide and control employee access to member Personal Identifiable Information (PII) that are regularly reviewed and monitored by CMERS management.	No	
Organization Resilience	Standard Practice Instructions (SPIs) are regularly reviewed and updated by management to reflect current processes and controls.	No	Defined
	Management regularly cross trains and evaluates department personnel as to their ability to competently perform duties outside of the employee's current role and responsibilities.	No	
PROCESS MATURITY DEFINITIONS			
*DEFINED MATURITY	Policies and processes are established and are reviewed and updated as needed, e.g., annually to reflect changing business needs; preventive and detective controls are employed but are primarily reliant on manual activities; performance monitoring is performed using a mix of manual and automated processes. <i>See Appendix for all Maturity Definitions.</i>		

Following the conclusion of our testing of CMERS Internal Control Environment, we identified No Internal Control Deficiencies.

Observations, Recommendations, and Management Responses

None.



Closing

We wish to extend our appreciation to management and staff for their timely cooperation and assistance during the project.

* * * * *

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CliftonLarsonAllen LLP

November 30, 2024



Appendix

Maturity Definitions

Capability Level	Capability Description	Capabilities Attribute
5. Optimized	Policies and processes are continuously reviewed and improved within a highly automated control environment.	<ul style="list-style-type: none"> Processes and controls are continuously reviewed and improved Preventive and detective controls are highly automated to reduce human error and cost of operation. Comprehensive, defined performance metrics exist, with extensive automated performance monitoring. Extensive use of best practices, benchmarking, and/or self-assessment to continuously improve process.
4. Managed	Policies and processes are documented, standardized, regularly updated and controls increasingly use automation.	<ul style="list-style-type: none"> Procedures and controls are well documented and kept current. Preventive and detective controls are employed, with greater use of automation to reduce human error. Many metrics are used with a blend of automated and manual performance monitoring. Best practices and/or benchmarking are used to improve process
3. Defined	Policies and processes are established and are reviewed and updated as needed (e.g., annually) to reflect changing business needs; preventive and detective controls are employed but are primarily reliant on manual activities; performance monitoring is performed using a mix of manual and automated processes.	<ul style="list-style-type: none"> Procedures are well documented, but not kept current to reflect changing business needs. Preventive and detective controls are employed, still reliant on manual activities. Some metrics are used, but performance monitoring is still manual and/or infrequent. Generally occurs during periodic (e.g., annual) policy and procedure renewal.
2. Repeatable	Some standard processes are defined, and success depends largely on "tribal knowledge" and detective controls.	<ul style="list-style-type: none"> Some standard procedures exist, relies on "tribal knowledge." Mostly detective are in place, minimal preventive controls, and highly manual. Few performance metrics exist, thus performance monitoring is inconsistent or informal. Most likely in reaction to audits or service disruptions.
1. Initial	Few processes are defined and success depends on individual effort and heroics.	<ul style="list-style-type: none"> No formal procedures exist. Controls are non-existent or primarily in reaction to a "surprise." There are no metrics or performance monitoring.

**THIRD AMENDMENT
TO THE MASTER SERVICES AGREEMENT BETWEEN
THE EMPLOYES' RETIREMENT SYSTEM OF THE CITY OF MILWAUKEE
AND
CENTURYLINK COMMUNICATIONS, LLC d/b/a
LUMEN TECHNOLOGIES GROUP**

THIS IS THE THIRD AMENDMENT (“Third Amendment”) to the Master Services Agreement (“MSA”) between the Employes’ Retirement System of the City of Milwaukee and CenturyLink Communications, LLC, doing business as Lumen Technologies Group, each a “Party” and collectively the “Parties”.

WHEREAS, on or about December 13, 2016, the Employes’ Retirement System of the City of Milwaukee and Level 3 Communications, LLC, now known as CenturyLink Communications, LLC doing business as Lumen Technologies Group, entered into a MSA for Telecommunication and Related Services for a three year term beginning September 30, 2016, and ending September 30, 2019;

WHEREAS, on or about February 26, 2019, the Parties executed an amendment to the MSA to memorialize that the original contracting entity, Level 3 Communications, LLC was acquired by CenturyLink Communications, LLC and that CenturyLink Communications, LLC would continue to fulfill all terms and obligations of Level 3 Communications, LLC under the MSA;

WHEREAS, on or about July 22, 2019, the Parties executed an amendment to the MSA to extend the term of the MSA, increase the maximum compensation not to exceed amount, and incorporate an addendum and new service orders into Exhibit A of the MSA;

WHEREAS, the Parties desire to extend the term of the MSA for an additional three year period, increase the maximum compensation not to exceed amount accordingly, and incorporate a new service order into Exhibit A of the MSA;

NOW, THEREFORE, in consideration of the mutual covenants herein stated and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Third Amendment shall be effective April 1, 2025.
2. The term of the MSA shall be extended by three years from the effective date of this Third Amendment. As such, the following provisions are amended:
 - a. The Time of Performance dates in the header on page one of the MSA shall be amended to show “September 30, 2016 – March 31, 2028”.
 - b. Section 2.1 of the Contract shall be amended to state as follows: “The term of this Agreement shall begin on the Effective Date, and shall end at 11:59p.m. Central Standard Time on March 31, 2028.”
3. The Maximum Compensation Not to Exceed amount set forth in the header on page one of the MSA shall be amended to state \$243,540 to reflect an increase of \$50,000 over the previous maximum compensation not to exceed amount established pursuant to the amendment dated July 22, 2019.

4. The Service Order (Document No. DOC-0001491207 dated December 11, 2024), attached to this Third Amendment, shall be appended to Exhibit A of the MSA, with the following addition:
 - a. Section 4 of the Service Order shall be amended to include the following statement:

“For purposes of clarity, the Master Service Agreement between the Employees’ Retirement System of the City of Milwaukee and CenturyLink Communications, LLC through its affiliate Level 3 Communications LLC, effective September 30, 2016, constitutes a current, unexpired services agreement between Customer and Lumen for the Services listed in the Order.”
5. These changes constitute the entire Third Amendment to the MSA. All other covenants, provisions, terms and conditions of the MSA shall remain unchanged.
6. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original; all such counterparts shall, together, constitute only one instrument. Electronic copies in PDF format shall be deemed the same as originals.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed for and on their respective behalf as of the dates hereinafter set forth.

EMPLOYEES’ RETIREMENT SYSTEM OF THE
CITY OF MILWAUKEE:

CENTURYLINK COMMUNICATIONS, LLC
d/b/a LUMEN TECHNOLOGY GROUP:

By: _____
Matthew Bell, Chair
Pension and Annuity Board

By: _____
Name: _____

Date: _____

Title: _____

By: _____
Bernard J. Allen, Executive Director

Date: _____

Date: _____

COUNTERSIGNED:

By: _____
Bill Christianson
Comptroller, City of Milwaukee

Date: _____

EXAMINED AND APPROVED
AS TO FORM AND EXECUTION:

By: _____
Assistant City Attorney

Date: _____

ATTACHMENT TO THIRD AMENDMENT, p. 1 of 5

Customer Information and Contract Specifications

Customer Name: Employes' Retirement System of the City of Milwaukee
Account Number: 2-DB2NWT

Currency: USD
Monthly Recurring Charges (MRC): \$1,130.00
Non Recurring Charges (NRC): 0

Description	ID
Existing Circuit ID	27/KEFN/103776/TWCS
Existing Circuit ID	27/KEFN/107363/TWCS

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
10850 W PARK PL MILWAUKEE WISCONSIN 53224 3606 UNITED STATES	Dedicated Internet Access	New	36	1					USA
	Access - On Net	New	36	1			\$247.00	\$0.00	USA
	- Bandwidth - Fast E								
	- Access Sub Bandwidth-100 Mbps								
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	IP Logical			1	\$270.00	\$0.00	\$270.00	\$0.00	USA
	- Billing Method-Flat Rate								
- Peak Data Rate - 100 Mbps									
Building Extension				1	\$48.00	\$0.00	\$48.00	\$0.00	USA
- Extended Delivery - To the Customer Suite (Lumen Provided)									
- Additional fees may apply based upon actual site conditions.									
	Subtotal						\$565.00	\$0.00	
789 N WATER ST MILWAUKEE WISCONSIN 53202 3530 UNITED STATES	Dedicated Internet Access	New	36	1					USA
	- Standard Delivery - To the MPOE								

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	(Customer Provided)								
	Access - On Net	New	36	1			\$295.00	\$0.00	USA
	- Bandwidth - Fast E								
	- Access Sub Bandwidth-100 Mbps								
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	IP Logical			1	\$270.00	\$0.00	\$270.00	\$0.00	USA
	- Billing Method-Flat Rate								
	- Peak Data Rate - 100 Mbps								
	Subtotal						\$565.00	\$0.00	
	Totals						\$1,130.00	\$0.00	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA").

ATTACHMENT TO THIRD AMENDMENT, p. 3 of 5

and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60

ATTACHMENT TO THIRD AMENDMENT, p. 4 of 5

days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: Employees' Retirement System of the City of Milwaukee
Total MRC: \$1,130.00 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 12-11-2024

Document No. DOC-0001491207
Scenario: SM10625192

LUMEN[®]

ATTACHMENT TO THIRD AMENDMENT, p. 5 of 5

[THIS PAGE HAS NO TEXT]

**FOURTH AMENDMENT TO THE CONTRACT BETWEEN
THE EMPLOYEES' RETIREMENT SYSTEM OF THE CITY OF MILWAUKEE
AND
MANAGED MEDICAL REVIEW ORGANIZATION, INC.**

THIS FOURTH AMENDMENT (“Fourth Amendment”) to the Contract for Services (“Contract”) between the Employees’ Retirement System of the City of Milwaukee (“ERS”) and Managed Medical Review Organization, Inc. (“CONTRACTOR”) is made effective April 1, 2025.

WHEREAS, the Contract entered into by ERS and CONTRACTOR was initially effective March 1, 2016, and for a three year term; and

WHEREAS, ERS and CONTRACTOR subsequently executed three amendments to the Contract which respectively, among other things, extended the term of the Contract; and

WHEREAS, ERS and CONTRACTOR desire to amend the Contract term for an additional five years and change certain fees;

NOW, THEREFORE, in consideration of the mutual covenants herein stated, ERS and CONTRACTOR do hereby agree to further amend the Contract as follows:

1. The term of the Contract, as set forth in the paragraph entitled “TIME OF PERFORMANCE” is amended to be “March 1, 2016 through March 31, 2030.”
2. The total amount of services as set forth in the heading of the contract entitled “Maximum Amount of Compensation Not to Exceed” is amended to be “\$465,000.”
3. The document entitled “Milwaukee ERS Disability Retirement Claims Management Services Effective September 1, 2022” located in Exhibit E is replaced with the document entitled “MMRO New Service Offering Cost Proposal” and the document entitled “MMRO Current (Updated) Fee Schedule, Appendix B: Cost Proposal – Fees Worksheet, Disability Retirement Claims Management Services – Nurse Summary” which are attached to this Fourth Amendment as Attachment A.
4. Exhibit B to the Contract (Confidentiality Agreement) shall continue in full force and effect, and its terms and provisions shall be construed to survive the term of the Contract.
5. Section III of Exhibit B shall be amended to include the following employees:

Michele Brezinski, MD
Jennifer Mongeau, MBA, MSN, RN
Brian Sadowki, MA
Brenda DeGroat, RN, MA
Elayne Chatlin
Jessika Carter
Kalia James
Robin Bemis
Ali Moshrefi
Jasmine Yang
Nancy Stanhope

6. Exhibit C to the Contract shall be amended to include the Pledges of Confidentiality of the individuals listed in section 5 of this Fourth Amendment and which are attached to this Fourth Amendment as Attachment B.

7. These changes constitute the entire Fourth Amendment to the Contract. All other covenants, provisions, terms and conditions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment.

EMPLOYEES' RETIREMENT SYSTEM
OF THE CITY OF MILWAUKEE

MANAGED MEDICAL REVIEW
ORGANICATION, INC.

Matthew Bell Date
Chair, Annuity and Pension Board

Name Date
Print name/title: _____

Bernard J. Allen Date
Executive Director, Employes'
Retirement System

COUNTERSIGNED:

Bill Christianson Date
Comptroller

Approved as to form and execution:

Office of the City Attorney Date

Attachment A to Fourth Amendment, p.1 of 2

RFI | 5

MMRO NEW SERVICE OFFERING COST PROPOSAL

MEDICAL RECORDS MANAGEMENT SERVICES (ORGANIZING & INDEXING) ²	
Up to 400 pages	\$255.00 per claim
401-800 pages	\$330.00 per claim
801-1200 pages	\$405.00 per claim
1201 – 1600 pages	\$480.00 per claim
1601 – 2000 pages	\$555.00 per claim

² For each increment of 400 pages thereafter, an additional charge of \$75.00 will apply.



Attachment A to Fourth Amendment, p.2 of 2

RFI | 6

MMRO CURRENT (UPDATED) FEE SCHEDULE

APPENDIX B: COST PROPOSAL – FEES WORKSHEET

DISABILITY RETIREMENT CLAIMS MANAGEMENT SERVICES – NURSE SUMMARY

FIXED COST PER CLAIM		
DISABILITY CLAIM TYPE	ESTIMATED CLAIM	PER CLAIM RATE
Monthly Administrative Fee	Not Applicable	Not Applicable
New Claims ²	Average 30	\$745.00 per claim
Periodic Claim Review ²	Average 130	\$745.00 per claim
Appeal Claim Review ²	Not Applicable	\$745.00 per claim
Medical Assessments ^{3,4}		
Orthopedic		\$450 Margin + IME
Psychiatry		\$450 Margin + IME
Neurology		\$450 Margin + IME
Internal Medicine		\$450 Margin + IME
Occupational Medicine		\$450 Margin + IME
Virtual Independent Psychiatric Evaluation (V-IPE)		\$2,750.00 per evaluation
All other Specialties		\$450 Margin + IME
No Shows and Late Cancellation Fees		Quoted at Time Scheduling
Functional Capacity Evaluation (FCE)		\$1,250.00 per exam
PROFESSIONAL TESTIMONY		PER HOUR
Testimony – Physician Medical Consultant or Medical Director		\$445.00 per hour

² The stated Per Claim Rate includes claim files up to 300 pages in length. An additional fee of \$75.00 will be charged for each increment of up to 100 pages in excess of 300 pages. This pricing is based on the sample Medical Record Summary Report provided herein as Exhibit 4 – Sample Summary Report.

³ Only used if applicable to the circumstances of the claim.

⁴ There will be IME Addendum Report charges for additional medical records requested to be reviewed after the IME report or for additional questions posed after the IME/IPE report has been finalized.



PLEDGE OF CONFIDENTIALITY

- A. Michele Brezinski ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.
- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27 day of February, 2025.

Michele Brezinski

Subscribed and sworn to before me

This 27th day of February, 2025.

Robin Laurenz Benis

Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Jen Mongcau ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

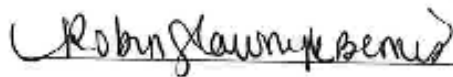
- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27th day of February, 2025.



Subscribed and sworn to before me

This 27th day of February, 2025.



Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Brian Szulowski ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.


- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 22 day of February, 2025



Subscribed and sworn to before me

This 27th day of February, 2025.



Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Robin Slawnyk-Bemis ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 28th day of February, 2025.

Robin Slawnyk Bemis

Subscribed and sworn to before me

This 28th day of February, 2025.

Patricia Abuschung

Notary Public, State of Michigan

PATRICIA A. ABUSCHUNG
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 6, 2029
ACTING IN COUNTY OF Oakland

My Commission expires: 5/5/2029

PLEDGE OF CONFIDENTIALITY

- A. Kaia James ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.
- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27 day of February, 2025.

Kaia James

Subscribed and sworn to before me

This 29th day of February, 2025.

Robin Klauhn-Benes

Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Jessika Carter ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27th day of February, 2025.

Jessika Carter

Subscribed and sworn to before me

This 27th day of February, 2025.

Robin Launye Bemis

Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Brenda DeGroot ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27th day of February, 2025.

Brenda DeGroot

Subscribed and sworn to before me

This 27th day of February, 2025.

Robin Laumy Bernis

Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Blayne Chatlin ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.
- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27th day of February, 2025.

Blayne Chatlin

Subscribed and sworn to before me

This 27th day of February, 2025.

Robin Lawrence Bemis

Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Jasmine Yang ("contractor employee") pledges that he/she will safeguard all confidential records at all times, that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27 day of February, 2025.

Jasmine Yang

Subscribed and sworn to before me

This 2th day of February, 2025.

Robin Jaworski

Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Ali Moshref ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27 day of February, 2025.

A. Moshref 02/27/2025

Subscribed and sworn to before me

This 27th day of February, 2025.

Robin Raump-Bemis

Notary Public, State of Michigan

My Commission expires: August 2025

PLEDGE OF CONFIDENTIALITY

- A. Nancy Stannope ("contractor employee") pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees' Retirement System ("ERS") and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

- B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Novi, Michigan this 27th day of February, 2025.

Nancy Stannope

Subscribed and sworn to before me

This 27th day of February, 2025.

Robiglaunz Bernis

Notary Public, State of Michigan

My Commission expires: August 2025

Employees' Retirement System of the City of Milwaukee
 March 11, 2025
 Memorandum



To: Bernard J. Allen, Executive Director

From: Daniel Gopalan, CPA, ERS Chief Financial Officer

Re: Final 2024 Payment to the City and 2024 Budget to Actual Expenditures

I have completed my analysis for our expenditure activity for fiscal year 2024. Our expenditures for the year ended December 31, 2024 total \$19,569,804.93 of which \$706,251.47 relates to non-trust activities. The remaining \$18,863,553.46 represents amounts that are funded by the Trust for 2024 expenses.

We have previously advanced the City \$17,740,000 toward these costs in 2024, leaving a balance owed of \$1,123,553.46.

The final amount payable to the City is primarily comprised of costs incurred since the middle of December, the last time the Trust reimbursed the City for expenses and for amounts accrued to close out the fiscal year.

An analysis will be provided to the City with a cover letter requesting the City to prepare an invoice for this amount to be approved by the Board for final payment in settlement of the Trust's 2024 expenses.

Below you will find the 2024 Budget to Actual Summary:

CATEGORY	BUDGET	ACTUAL	AVAIL. BALANCE
SALARIES	\$ 5,002,345.00	\$ 5,237,934.20	(\$ 235,589.20)
FRINGE	2,251,055.00	2,296,597.52	(45,542.52)
GENERAL OFFICE	216,000.00	232,992.25	(16,992.25)
OPERATING SUPPLIES	5,000.00	2,821.57	2,178.43
FACILITY RENT & PROPERTY SERVICES	662,000.00	669,768.44	(7,768.44)
EQUIPMENT RENTAL	25,000.00	26,984.21	(1,984.21)
PROFESSIONAL SERVICES	12,361,000.00	9,606,118.58	2,754,881.42
INFORMATION TECHNOLOGY	1,533,000.00	744,276.90	788,723.10
OTHER OPERATING SERVICE	1,503,400.00	752,311.26	751,088.74
EQUIPMENT	713,000.00	0.00	713,000.00
TOTAL	\$ 24,271,800.00	\$ 19,569,804.93	\$ 4,701,995.07

c David Silber
 Melody Johnson

2024 ERS Budget vs. Actual

		Budget-Trust	Budget-Non	Total Budget		Actual-Trust	Actual-Non Trust	Total Actual
		Activity	Trust Activity			Activity	Activity	
Direct Salary	83.2%	\$ 3,800,300.00	\$ 361,700.00	\$ 4,162,000.00		\$ 4,019,334.50	\$ 351,018.00	\$ 4,370,352.50
Indirect Salary (20.14% of DS)	16.8%	767,269.00	73,076.00	840,345.00		822,063.05	45,518.65	867,581.70
Total Salary		4,567,569.00	434,776.00	5,002,345.00		4,841,397.55	396,536.65	5,237,934.20
Fringe Benefits Applied	45.0%	2,055,406.00	195,649.00	2,251,055.00	45.0%	2,118,197.52	178,400.00	2,296,597.52
City Indirect Cost	4.2%	160,000.00		160,000.00	4.2%	185,600.00		185,600.00
Other Operating Expenditures		16,145,400.00	-	16,145,400.00		11,836,058.39	13,614.82	11,849,673.21
Equipment		713,000.00		713,000.00		-		-
Sub Total		23,641,375.00	630,425.00	24,271,800.00		18,981,253.46	588,551.47	19,569,804.93
Indirect-Non Trust Activity*	20.0%	(126,100.00)	126,100.00		20.0%	(117,700.00)	117,700.00	
Total O&M Activity		23,515,275.00	756,525.00	24,271,800.00		18,863,553.46	706,251.47	19,569,804.93
Fiduciary Liab Deductible		-						
Grand Total		\$ 23,515,275.00	\$ 756,525.00	\$ 24,271,800.00		\$ 18,863,553.46	\$ 706,251.47	\$ 19,569,804.93

* Management oversight, share of other operating expenditures

Salary Detail of Non-ERS Activity		Non Trust Gross	Gross Salary	Total Actual Gross		Total Actual	Non Trust Gross	Non Trust Direct
		Salary Budget	Budget	Salary		Direct Salary	Salary Actual	Salary Actual
L. Johnson - Health	100%	92,149.00	92,149.00	74,060.11		65,266.00	74,060.11	65,266.00
Jones - Life	100%	67,731.00	67,731.00	63,386.67		58,009.27	63,386.67	58,009.00
Dollhopf - Life	100%	92,149.00	92,149.00	74,366.53		66,992.90	74,366.53	66,993.00
Hann - Dental	100%	67,731.00	67,731.00	69,228.38		62,270.98	69,228.38	62,271.00
Niemiec - Health/GLI/P/FABF	5.0%	5,469.00	109,379.00	113,668.47		91,694.69	5,683.42	4,585.00
Bates - Life	2.5%	2,049.00	81,952.00	97,316.81		84,122.06	2,432.92	2,103.00
G. Allen - WRS	100%	67,731.00	67,731.00	64,129.09		57,381.98	64,129.09	57,382.00
Gopalan- WRS	5.0%	6,691.00	133,812.00	134,677.69		120,862.65	6,733.88	6,043.00
Lolugu - WRS	12.0%	15,091.00	125,757.00	140,445.27		104,690.20	16,853.43	12,563.00
Manchu - WRS	12.0%	17,985.00	149,872.00	163,851.74		131,688.30	19,662.21	15,803.00
		\$ 434,776.00	\$ 988,263.00	\$ 995,130.76		\$ 842,979.03	\$ 396,536.65	\$ 351,018.00

Salary Additives for 2024

Indirect as % of Direct

20.14%

Indirect as % of Gross

16.8%

Fringe as % of Direct

52.55%

Voucher Number	Vendor	Description	Non-Trust Expenses		
			WRS	PABF	Total
02127941	DS CONS-001	01/01/2024 THROUGH 01/31/2024 - WRS	3,910.00	-	3,910.00
02134516	DS CONS-001	02/01/2024 THROUGH 02/29/2024 - WRS	595.00	-	595.00
02141253	DS CONS-001	03/01/2024 THROUGH 03/31/2024 - WRS	1,700.00	-	1,700.00
02148396	DS CONS-001	04/01/2024 THROUGH 04/30/2024 - WRS	1,020.00	-	1,020.00
02154467	DS CONS-001	05/01/2024 THROUGH 05/31/2024 - WRS	1,020.00	-	1,020.00
02160475	DS CONS-001	06/01/2024 THROUGH 06/31/2024 - WRS	850.00	-	850.00
02166757	DS CONS-001	07/01/2024 THROUGH 07/31/2024 - WRS	510.00	-	510.00
02173374	DS CONS-001	08/01/2024 THROUGH 08/31/2024 - WRS	510.00	-	510.00
02179885	DS CONS-001	09/01/2024 THROUGH 09/30/2024 - WRS	1,020.00	-	1,020.00
02193373	DS CONS-001	11/01/2024 THROUGH 11/30/2024 - WRS	680.00	-	680.00
02198780	DS CONS-001	12/01/2024 THROUGH 12/31/2024 - WRS	1,615.00	-	1,615.00
02173698	NORT TRUS-001	PABF 2024 Q3	-	19.88	19.88
02132161	NORT TRUS-001	PABF 2023 Q1	-	62.80	62.80
02136966	NORT TRUS-001	PABF 2023 Q4	-	30.58	30.58
02158581	NORT TRUS-001	PABF 2024 Q1	-	35.40	35.40
02162208	NORT TRUS-001	PABF 2024 Q2	-	36.16	36.16
			13,430.00	184.82	13,614.82

Request for Quote (RFQ)



The response shall be addressed and delivered
via Bonfire

City of Milwaukee
Employees' Retirement System
789 N Water Street, Suite 300
Milwaukee, Wisconsin 53202

**Responses must be received no later than 5:00 P.M., CST,
on Monday, April 28, 2025**

Questions can be e-mailed via Bonfire

Please note: ERS reserves the right to reject a Request for Quote (RFQ) that is not completed as specified within this document. ERS also reserves the right to accept or reject any response, to not to proceed with any action and to accept only those response that are in the best interest of the ERS. The ERS will incur no liability for the cost of the RFQ preparation.

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Introduction and purpose of the RFQ

With this RFQ, we request information regarding your company and your external audit services and pricing. The purpose of this RFQ document is to gain a better understanding of the current market for the services.

Scope

Specific information is requested according to the form below.

RFQ procedure

- ✓ Please respond to each item in the attached Questionnaire.
- ✓ Provide a cover letter with primary point of contact and contact information (name, title, address, telephone number(s), fax number and e-mail address).
- ✓ Provide a signature of an individual authorized to enter into a contract.
- ✓ Describe your organization and the services you provide.
- ✓ Provide information demonstrating your ability to fulfill the services identified in this RFQ. Include information about working with public pension plans.
- ✓ E-mail the contact listed below with any questions by the date and time given.
- ✓ Answers to this RFQ will be evaluated by the management from different areas of the ERS.
- ✓ The ERS may require oral presentations by telephone or WebEx. Responses should be complete on their face. The ERS reserves the right to request clarifying information at any point.

Questions

Any questions concerning this RFQ may be submitted via Bonfire. The deadline for questions is 5:00 p.m., Central time, on Friday, April 11, 2025. The ERS will transmit responses via Bonfire to questions received by 5:00 p.m., Central time, on Friday, April 18, 2025. Responders may not rely on any representations from the ERS or Annuity and Pension Board members other than the responses provided through the above-described procedure.

Timeline

- 3/26/25 Issue RFQ.
- 4/11/25 Last date for questions via Bonfire (5:00 pm CST).
- 4/18/25 Responses to questions issued via Bonfire (5:00 pm CST).
- 4/30/25 RFQ response deadline via Bonfire (5:00 pm CST).
- 5/31/25 Selection of Vendor
- 7/1/25 Contract start date

Background Description of What is Requested

The Employees' Retirement System of the City of Milwaukee (ERS) invites qualified vendors to submit Requests for Quote (RFQs) in providing professional services to perform external audit services specifically for ERS' Schedules of Employer Allocations and Pension Amounts by Employer report (Employer Schedules). All RFQ responses must be submitted by a single primary vendor.

Objectives

The objectives of this RFQ are to:

- Convey ERS' external audit requirements to qualified vendors.
- Understand the vendor's approach and work plan, organizational and personnel qualifications, previous experience, price and ability to perform external audit work.
- Contract with a professional services firm to fulfill the RFQ requirements.

ERS Overview

The ERS manages a \$6.0 billion defined-benefit pension fund. The ERS was created by an act of the Wisconsin Legislature in 1937 to provide retirement-related benefits for members and their beneficiaries. Chapter 36 of the Milwaukee City Charter is the codified provisions of the pension law and the Board Rules and Regulations further define the law. The Annuity and Pension Board (Board) governs ERS, and serves as trustee of the System's funds. The ERS' Executive Director is responsible for daily operations, and also serves as Secretary to the Board. 2023 WI Act 12 closed the ERS to new members as of 1/1/2024 and required the WI Legislative Audit Bureau to perform an annual financial statement audit.

Background

The ERS provides a wide variety of benefits to its members and their beneficiaries, including:

- Service retirement benefits
- Disability retirement benefits
- Separation benefits
- Death benefits
- Survivorship options
- Group life insurance for all City employees
- Health and COBRA dental insurance programs for eligible retirees

The ERS covers approximately 14,000 active or deferred employees from the City of Milwaukee or its participating city agencies. Participating agencies include any board, commission, division, department, office, or agency of the City government, including Milwaukee Public Schools (noncertified staff), Milwaukee Metropolitan Sewerage District, Milwaukee Area Technical College, Veolia, Wisconsin Center District, and the Housing Authority of the City of Milwaukee. Approximately 13,867 retirees, survivors, and beneficiaries receive monthly pension payments.

The ERS is a cost-sharing , multi-employer governmental pension plan.

Current Organization

ERS currently has 52 full time equivalent budgeted positions and 1 contractor who provide IT services.

ERS' Executive Director is responsible for daily operations, and reports to the Annuity and Pension Board. Functional areas include Member Services: counseling and providing direct service to members, administering group life, health, and dental insurance benefits; Fiscal Services: accounting and financial reporting activities, retiree payroll, staff payroll, benefit calculations; Investment Services: monitoring of investment managers' performance, fund re-balancing; Information Services: handling the network, hardware and software functions and maintenance of the information systems; and, Administration: agency governance, research activities and general administrative functions.

ERS staff is experienced, well trained and very knowledgeable about the activities needed to be performed in its various areas for the successful functioning of all its business concerns.

Actuarial Consultants

The ERS' consulting actuary is Cavanaugh MacDonald Consulting LLC. They provide ERS with actuarial valuations, experience investigations, asset/liability studies, actuarial audits, and pension consulting services.

Cavanaugh MacDonald prepares Governmental Accounting Standards Board (GASB) 68 reports for ERS. The reports provide information required under GASB statement 68, which establishes accounting and financial reporting requirements for governmental employers who provide pension benefits to their employees through a trust. The 2024 GASB 68 report will be based upon the January 1, 2024 actuarial valuation with actuarial liabilities rolled forward to December 31, 2024.

Business Applications

ERS' primary line-of-business application is a pension management information system named MERITS. MERITS is a java-based n-tier application that provides the capability to process customers throughout the membership lifecycle from enrollment to withdrawal, retirement, or death. Each month the system is used to pay about 13,500 annuitants and process employer contribution reports for 10,800 active members. ERS also uses the Sage AccPac accounting package for general ledger and accounts receivable processing. Departmental payroll and accounts payable services are delivered by the City under a cooperation agreement, and use PeopleSoft products. Investments are held by ERS' custodian, Northern Trust.

More information can be found at www.cmers.com.

Services Required

ERS is soliciting the services of a qualified firm to conduct external audit services for a period of three years with an option to renew for an additional two years.

Scope of Work to be Performed

General

ERS' current auditor is the WI Legislative Audit Bureau (LAB) and they will complete their financial audit of the ERS' Annual Comprehensive Financial Report (ACFR) for the year ended December 31, 2024 by July 2025. ERS also prepares the Employer Schedules, which will also need to be audited. ERS believes that WI Act 12 requiring that LAB audit ERS only

covers its ACFR and the Employer Schedules are outside of the scope of the LAB audit requirement. The Employer Schedules audit will occur after the conclusion of the LAB's audit of the ACFR. Due to LAB's confidentiality statute, they cannot disclose audit information to third parties until after their audit is concluded.

Areas for Audit

ERS staff is seeking bids for the external audit of its Schedule of Employers Allocations and Pension Amounts by Employer for the year ended December 31, 2024. The external auditor selected may need to work with LAB to review the ACFR audit, as it is closely intertwined with the Employer Schedules.

Irregularities and/or Illegal Acts

Auditors shall be required to make a written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the ERS Board.

Additional Services

Should the Board decide to request additional external audit work outside the agreed upon schedule, the auditor will perform such work at an agreed upon rate and time schedule.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Auditor's expense, for a minimum of 7 years, unless notified in writing from the ERS of the need to extend the retention period. The Auditor will be required to make working papers available upon request to the ERS.

Available Documents

Attached to this RFQ are copies of the 2023 ACFR, 2023 Employer Schedules, GASB 68 Actuarial Report, A&O Audit Charter and a Sample Contract (See appendixes A, B, C, D and E).

Additional actuarial and financial reports can be found on ERS' website. Please see: https://www.cmers.com/CMERS_RD/About-ERS--The-Fund/Financial-Reports--Policies.htm

Proprietary Information

Proprietary data or trade secrets should be clearly identified as such in the proposal. ERS will not disclose any portion of the proposals except to members of the evaluation team prior to the contract award. ERS reserves the right to disclose the names of the Proposers, proposals and any other information pertinent to the selection of the Proposer.

LBE/SBE Policies

If a Local Business Enterprise (LBE) is a responsive and responsible bidder, the LBE shall be awarded the contract provided its bid does not exceed the lowest bid by more than 5% and the difference does not exceed \$25,000. If the LBE is certified as a Small Business Enterprise (SBE) with the City of Milwaukee's Office of Small Business Development, the LBE shall be awarded the contract provided its bid does not exceed the lowest bid by more than 10% and the difference does not exceed \$30,000.

Submission of a proposal constitutes acceptance of all conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed and expressly excepted in the subsequent contract between the firm and the ERS.

Questionnaire

Background of the consulting firm (2 page maximum)

1. Briefly describe your firm's background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component and your consulting group.
2. Within the past three years, have there been any significant developments in your organization such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate future significant changes in your organization?
3. Please give the address of your corporate office and indicate which office(s) will service the ERS.
4. Will one primary contact be assigned to our account? If so, provide complete contact information.
5. List any exceptions to the Sample Contract (Appendix E).

Standards of conduct (1 page maximum):

1. Does your firm have a written code of conduct or a set of standards for professional behavior? If so, how are they monitored and enforced?
2. Within the last five years, has your organization or an officer or principal been involved in litigation or other legal proceedings relating to your external audit services assignments? If so, please provide an explanation and indicate the current status or disposition.
3. Has your firm ever been censured by any regulatory body? If so, please describe the situation.

Conflicts of Interest (3 page maximum):

1. Are there any potential conflict of interest issues your firm would have in servicing the ERS? If so, describe them.
2. How does your firm identify and manage conflicts of interest?
3. Have you or anyone in your firm provided any gifts, travel and room expenses, entertainment or meals to any ERS Board member or staff during the past 12 months? If yes, please describe the amount of expenses and what it was for.

Audit team (2 page maximum):

1. How many external audit consultants does your firm have?
2. Please provide contact information for each consultant that will be assigned to the ERS in a grid similar to the following:

Name	Address	Business Phone	Business Fax	E-mail Address

3. Please describe the role of each consultant for this assignment.
4. Please describe your team’s experience with similar work performed for other public retirement systems or corporate pension.
5. State whether the individuals assigned to the work have any responsibilities other than providing audit services, and if so, specify such responsibilities.
6. Describe the resources your firm has that specifically address the needs of public sector clients.

References:

1. Please provide three references from current clients for whom work similar to that requested in this RFQ has been performed.
2. Please list public sector clients who have terminated your relationship during the past three years and their reasons for doing so. Please include their names, titles and telephone numbers.

Fees:

1. Please list your fees for the external audit services, assuming this will be a three year contract.
2. Please give hourly rates you will charge for work within the scope of services for which the precise number of hours is unknown.

Appendix A: A&O Audit Charter

Appendix B: 2023 Annual Comprehensive Financial Report

Appendix C: 2023 Schedules of Employer Allocations and Pension Amounts by Employer

Appendix D: 2023 GASB 68 Actuarial Report

Appendix E: Sample Contract

IT Projects and Ticket Statistics

- Major Projects/Initiatives:

- Microsoft Windows Desktop and Laptop OS Upgrade (In Progress)
- VMware Environments Upgrade (In Progress)
- IT Vulnerability Audit (In Progress)
- Network Infrastructure Firmware/OS Upgrade (In Progress)
- Network Redesign (In Progress)
- Titan Upgrade for CMERS.com (In Progress)
- Storage Area Network Firmware Upgrade (In Progress)
- Planet Press Upgrade (Completed)
- Server Firmware Upgrade (Completed)
- Printer Firmware Upgrade (Completed)
- PC Firmware Upgrade (Completed)
- Struts Upgrade and Modernize MERITS Website (In Progress)
- Upgrade FileNet P8 to IBM CloudPak4BA (In Progress)
- Upgrade EJB from 2.0 to 3.0 (In Progress)
- Rational Application Developer for Windows 11 Upgrade (In Progress)

- Application Statistics:

Category	High Priority	Low Priority	Total
Current Inventory	13	0	13
PIR's	3	0	3
CCR's	10	0	10
Pending/Hold	0	0	0
Deployed(Awaiting Next stage) /Ready for Production	0	0	0
Net Current Inventory	13	0	13

Portfolio as of March 12, 2025

Project Health	% Work Complete	Priority	Complexity (S / M / L)	Project Name	Project Mgr	Description	Strategic Goal	Status	Additional Vendor Required: Y/N	Actual Start Date	Target Completion Date	Estimates (Hours)	Actuals (Hours)	Hours Variance = Estimates - Actuals
G	20%	1	M	Microsoft Windows Desktop and Laptop OS Upgrade @	Powell	Upgrade the OS for Desktops and Laptops to Latest Stable Version	G1	IP	N	2/1/24	10/15/25	100	36.00	64.00
G	60%	2	M	Investigate Potential Replacements for Tracker/Serena/Solutions Business Manager @	John	Determine and Implement the Replacement Product for Tracker	G1	IP	N	5/3/24	6/30/25	300	87.25	212.75
G	80%	3	M	MERITS - EJB Upgrade @	Manchu	Upgrade Enterprise Java Beans from Version 2.0 to 3.0	G1	IP	N	8/29/24	3/31/25	200	130.00	70.00
G	60%	4	M	Upgrade Network Infrastructure Firmware/OS @	Zampino	Upgrade Network Infrastructure Firmware/OS to Latest Stable Version	G1	IP	N	9/25/25	4/30/25	100	10.75	89.25
G	1%	5	M	Titan Upgrade @	Zaffiro	Upgrade Titan to Latest Stable Version	G1	IP	Y	1/31/25	7/31/25	100	1.75	98.25
G	5%	6	M	Upgrade SAN Firmware and DSM @	Raynal	Upgrade of the 809, 789, and Femrite SANs' Firmware and DSM to Latest Stable Versions	G1	IP	N	1/31/25	7/15/25	100	6.50	93.50
G	98%	7	M	Internal Audit Vulnerability Assessments @	Zampino	Internal, External, and Phishing Assessments	G1	IP	Y	10/9/24	3/31/25	100	85.75	14.25
G	35%	8	M	Upgrade VMware Environments @	Prosser	Upgrade VMware Environments to Latest Stable Version	G1	IP	N	8/29/24	3/31/25	100	74.25	25.75
G	1%	9	M	IP Address Review and Cleanup 2024 @	Zampino	Complete the Yearly IP Address Review for 2024	G1	IP	N	2/27/25	9/30/25	100	1.00	99.00
G	1%	10	M	DNS Review and Cleanup 2024 @	Zampino	Complete the Yearly DNS Review for 2024	G1	IP	N	2/27/25	9/30/25	100	1.00	99.00
G	1%	11	M	AD Review and Cleanup 2024 @	Zampino	Complete the Yearly AD Review for 2024	G1	IP	N	2/27/25	9/30/25	100	1.00	99.00
G	1%	12	M	Firewall Review and Cleanup 2024 @	Zampino	Complete the Yearly Firewall Review for 2024	G1	IP	N	2/27/25	9/30/25	100	1.00	99.00
G	1%	13	L	Network Redesign	Zaffiro	Project to Redesign Network Infrastructure	G1	IP	Y	11/27/24	12/31/26	600	4.00	596.00
G	11%	14	L	Upgrade FileNet P8 to IBM CloudPak4BA	Manchu	Upgrade Scanning, Indexing and Imaging to IBM CloudPak for Business Automation	G1	IP	Y	4/15/24	8/31/25	1,637	114.00	1,523
G	81%	15	L	Upgrade Struts and Modernize MERITS Website	Manchu	Upgrade Struts Framework and Modernize MERITS Web Application	G1	IP	N	6/10/21	12/31/25	18,850	16,982	1,868

Green = On Target / No Significant Issues / All Updates Approved
 Yellow = On Watch List – Issues Being Addressed
 Red = Project cannot move forward as planned without management attention or approval.

@ = Activity (no charter)

NS = Not Started OH = On Hold
 IP = In Process C = Completed

Completed Projects & Tasks in Last 12 Months	Finished	Hours
Upgrade Domain Controllers (cmers and ersom) @ (John)	3/28/2024	146 hours
Titan Upgrade for CMERS.com @ (Zaffiro)	3/28/2024	16.25 hours
Perforce Upgrade @ (John)	4/17/2024	34 hours
Upgrade Network Infrastructure Firmware/OS @ (Zampino)	4/24/2024	91 hours
Change Auditor Upgrade @ (Prosser)	4/30/2024	9.75 hours
Upgrade Tracker/Serena Business Manager/Solutions Business Manager @ (John)	5/1/2024	31.75 hours
Upgrade SAN Firmware and DSM @ (Raynal)	5/8/2024	23.25 hours
Upgrade Altiris/Symantec IT Management Suite @ (Prosser)	5/8/2024	31.25 hours
IT Vulnerability Audit @ (Zampino)	6/26/2024	66.25 hours
Upgrade CentOS Systems to Red Hat Enterprise Linux 9 @ (Zampino)	6/26/2024	19.50 hours
Upgrade Backup Exec and Agents on PDBKDR2 and PDBK2 @ (Prosser)	6/26/2024	108.25 hours

Completed Projects & Tasks in Last 12 Months	Finished	Hours
AD Review and Cleanup 2023 @ (Powell)	7/16/2024	17.25 hours
IP Address Review and Cleanup 2023 @ (Powell)	8/2/2024	18.50 hours
DNS Review and Cleanup 2023 @ (Powell)	8/26/2024	9.75 hours
Firewall Review and Cleanup 2023 @ (Powell)	7/19/2024	7 hours
Upgrade System Galaxy Security System @ (Prosser)	9/18/2024	7 hours
MERITS - SQL LiteSpeed Upgrade @ (John)	10/9/2024	20.25 hours
MERITS - SQL Sentry Upgrade @ (John)	10/16/2024	4 hours
Disaster Recovery Test @ (Siddiqui)	11/12/2024	50 hours
Upgrade Printer Firmware @ (Powell)	1/8/2025	5 hours
Upgrade 789 and RO PC Firmware @ (Powell)	1/8/2025	13.75 hours
Upgrade Planet Press @ (John)	1/31/2025	24.75 hours
Upgrade Server Firmware @ (Prosser)	1/9/2025	38.75 hours

Organizational/Personnel Update

Administration and Operations Committee

Thursday, March 20, 2025

The ERS has no vacancies.