

## AGENDA

Erie County Council

[www.eriecountygov.org](http://www.eriecountygov.org)



Fiore Leone, Chairman  
Phil Fatica, Vice Chairman  
Jay Breneman  
Edward T. DiMattio, Jr.  
Dr. Kyle Foust  
André R. Horton  
Carol Loll

## REGULAR MEETING

**November 17, 2015**

4:30 P.M. - Council Caucus

5:00 P.M. – Council Meeting

1. PLEDGE OF ALLEGIANCE
2. OPTIONAL PRAYER OR INVOCATION
3. ROLL CALL
4. HEARING OF THE PUBLIC
  - A. Randy Barnes – Public Safety & the Budget
5. MINUTES OF PREVIOUS MEETING
  - A. November 2, 2015 – Regular Meeting
  - B. November 4, 2015 – Special Meeting
6. REPORTS OF COUNTY OFFICIALS
  - A. County Executive and/or her Designee
  - B. Finance Committee - Mr. Breneman
  - C. Personnel Committee – Mr. Horton
  - D. Other
7. OLD BUSINESS
  - A. Second Reading of Ordinance Number 125, 2015, “Thirty-Seventh 2015 General Fund Budget Supplemental Appropriation of \$6,000 for Additional Professional Fees Required for County Borrowing”. (Finance Committee)

- B. Second Reading of Ordinance Number 107, 2015, “2016 Debt Service Fund Budget”. (Finance Committee)
- C. Second Reading of Ordinance Number 108, 2015, “2016 Employee Fringe Benefit Fund Budget”. (Finance Committee)
- D. Second Reading of Ordinance Number 109, 2015, “2016 Health Choices Fund Budget”. (Finance Committee)
- E. Second Reading of Ordinance Number 110, 2015, “2016 Mental Health/Intellectual Disabilities Fund Budget”. (Finance Committee)
- F. Second Reading of Ordinance Number 111, 2015, “2016 Drug & Alcohol Fund Budget”. (Finance Committee)
- G. Second Reading of Ordinance Number 112, 2015, “2016 Children & Youth Services Fund Budget”. (Finance Committee)
- H. Second Reading of Ordinance Number 113, 2015, “2016 Domestic Relations Fund Budget”. (Finance Committee)
- I. Second Reading of Ordinance Number 114, 2015, “2016 Planning Fund Budget”. (Finance Committee)
- J. Second Reading of Ordinance Number 115, 2015, “2016 Library Fund Budget”. (Finance Committee)
- K. Second Reading of Ordinance Number 116, 2015, “2016 Public Health Fund Budget”. (Finance Committee)
- L. Second Reading of Ordinance Number 117, 2015, “2016 Public Safety Fund Budget”. (Finance Committee)
- M. Second Reading of Ordinance Number 118, 2015, “2016 Gaming Fund Budget”. (Finance Committee)
- N. Second Reading of Ordinance Number 119, 2015, “2016 Liquid Fuels Fund Budget”. (Finance Committee)
- O. Second Reading of Ordinance Number 120, 2015, “2016 Pleasant Ridge Manor Fund Budget”. (Finance Committee)
- P. Second Reading of Ordinance Number 121, 2015, “2016 Pleasant Ridge Manor Depreciation Reserve Fund Budget”. (Finance Committee)

- Q. Second Reading of Ordinance Number 122, 2015, “2016 Erie County Care Management Budget”. (Finance Committee)
- R. Second Reading of Ordinance Number 106, 2015, “2016 General Fund Budget”. (Finance Committee)
- S. Second Reading of Ordinance Number 123, 2015, “2016 Real Estate Tax Levy”. (Finance Committee)

8. NEW BUSINESS

- T. First Reading of Ordinance Number 129, 2015, "Thirty-Eighth 2015 General Fund Budget Supplemental Appropriation Of \$18,000 For Coroner Fees and Services Line". (Finance Committee)
- U. First Reading of Ordinance Number 130, 2015, "Thirty-Ninth 2015 General Fund Budget Supplemental Appropriation And Release Of \$111,500 In County Record Improvement Funds For Projects Approved By RI Committee". (Finance Committee)
- V. First Reading of Ordinance Number 131, 2015, "2015 Children & Youth Services Fund Budget Revised Expenditures And Creation Of A Court Ordered Placement Line". (Finance Committee)
- W. First Reading of Ordinance Number 132, 2015, "First 2015 Drug & Alcohol Fund Budget Supplemental Appropriation Of \$154,594 From Receipt Of Gambling Prevention And Outreach Grant". (Finance Committee)
- X. First Reading of Ordinance Number 133, 2015, “Approval of Agreement between the County of Erie and PSSU – Erie County Prison”. **(SEE ATTACHED)**
- Y. Possible Adoption of Resolution Number 53, 2015, "Resolution Approving The FY 2015 Community Development Block Grant Application And Authorizing Its Submission To The Pennsylvania Department Of Community And Economic Development". (Finance Committee)
- Z. Possible Adoption of Resolution Number 54, 2015, "Urging EMTA Transportation Of Voters". (Finance Committee) **(SEE ATTACHED)**
- AA. Possible Adoption of Resolution Number 55, 2015, "Approving Solicitor Contract Submitted By The Office Of The Controller". (Finance Committee)

- BB. Possible Adoption of Resolution Number 56, 2015, "Exonerating Taxes On One Abandoned Trailer/Property #31-013-047.2-003.88 In McKean Township And The General McLane School District". (Finance Committee)
- CC. Possible Adoption of Resolution Number 57, 2015, "Exonerating Taxes On One Abandoned Trailer/Property #49-016-032.1-003.57 In Wayne Township And The Corry Area School District". (Finance Committee)
- DD. Possible Adoption of Resolution Number 58, 2015, "In Support of Four Year Agreement between the County of Erie and Hubbard, Bert, Karle, Weber, Inc., for Insurance Brokerage Services". (Finance Committee) **(SEE ATTACHED)**
- EE. Possible Adoption of Resolution Number 59, 2015, "Approval of Four Year Agreement between the County of Erie, Highmark Blue Cross-Blue Shield of Western Pennsylvania, and Hubbard, Bert, Karle, Weber, Inc. for Employee Health Insurance Products and Administration". (Finance Committee) **(SEE ATTACHED)**
- FF. Appointment of James Wandless to the Human Relations Advisory Board replacing Wayne Patterson who resigned. Term ending October 31, 2016. (Mr. Leone's District) (Finance Committee)
- GG. Appointment of Dom DiPaolo to a four-year term on the Erie County Convention Center Authority to replacing David Ciacchini, who moved out of District 3.; term ending December 31, 2019. (Mr. Leone's District) (Finance Committee)
- HH. Appointment of Trevor Pearson to the Erie County Library Board to replace Christine Matheis who resigned; this unexpired term will end August 31, 2016. (Dr. Foust's District) (Finance Committee) **(SEE ATTACHED)**

9. ADJOURNMENT

ORDINANCE NUMBER 133, 2015

**Approval of Agreement between the County of Erie and PSSU – Erie County Prison**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 1A, 3B(1), and Article VII, Section 1C of the Home Rule Charter for the County of Erie, that the agreement between the County of Erie and the Pennsylvania Social Services Union representing Erie County Prison Guards, is hereby approved.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Fiore Leone, Chairman

\_\_\_\_\_  
Phil Fatica, Vice Chairman

\_\_\_\_\_  
Jay Breneman

\_\_\_\_\_  
Edward T. DiMattio, Jr.

Approved by:

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Kyle Foust

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**RESOLUTION NUMBER 54, 2015**

**Urging EMTA Transportation Of Voters**

**WHEREAS**, the voting franchise is among the greatest of gifts the United States of America has to offer its citizenry; and

**WHEREAS**, many registered voters lack personal transportation or the required state of health to operate a vehicle; making it difficult for them to exercise their franchise on Election Day; and

**WHEREAS**, Erie County offers its willingness to partner with the Erie Metropolitan Transit Authority (EMTA) Lift Program to address the problem of motivated voters who in need of transportation; and

**WHEREAS**, the standard fee, with relaxed appointment procedures, could be employed to allow same day service for callers on Election Day; and

**WHEREAS**, advanced public notice of this service would encourage and assist voters in planning for Election Day; and

**NOW THEREFORE**, the County Council of the County of Erie hereby RESOLVES that EMTA consider the utilization of LIFT vehicles on Election Day for the transportation of voters in Erie County who do not possess transportation, but do possess the desire to vote in the grand tradition of the United States of America.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, this resolution was passed on this \_\_\_\_ day of \_\_\_\_\_, 2015 by a vote of \_\_ to \_\_.

APPROVED BY:

\_\_\_\_\_  
Fiore Leone, Chairman  
Erie County Council

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date: \_\_\_\_\_

**RESOLUTION NUMBER 58, 2015**

**In Support Of Four Year Agreement Between The County Of Erie  
And Hubbard Bert Karle Weber, Inc. For Insurance Brokerage Services**

**BE IT RESOLVED** that the four year agreement between the County of Erie and Hubbard Bert Karle Weber, Inc. for insurance brokerage services attached hereto as Exhibit A is hereby approved.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_,  
this resolution was passed on this \_\_\_\_\_ day of \_\_\_\_\_,  
2015 by a vote of \_\_\_\_ - \_\_\_\_.

APPROVED BY:

-----  
Fiore Leone, Chairman  
Erie County Council

-----  
Kathy Dahlkemper,  
County Executive

Date: \_\_\_\_\_

ATTEST:

-----  
Douglas R. Smith  
County Clerk

Date: \_\_\_\_\_

**PROPOSAL FORM**

**Insurance Brokerage and Benefit Administration Services**

**(Consisting of Self-Insured Medical, Drug and Dental Administration)**

To: County of Erie, 140 West Sixth Street, Room 107, Erie, PA 16501

Year	Medical and Drug Admin Charge per Employee per Month	Dental Admin Charge per Employee per Month	Total Admin Charge per Employee per Month
2016	9.50	3.30	13.05
2017	9.75	3.30	13.05
2018	9.75	3.50	13.25
2019	9.75	3.50	13.25

One four-year (4) renewal may be awarded if services are being performed in an effective and efficient manner. This will be determined solely by the County.

**BIDDER'S INFORMATION:**

Name of Bidder Hubbard-Bert, Inc. Signature   
Address 1250 Tower Lane Title of Person Signing President  
City Erie State PA Zip 16505 Telephone (814) 453-3633 Date 6/2/2015  
Email address ciacchini.d@hubbardbert.net and myrick.d@hubbardbert.net

## **Insurance Brokerage Services Agreement**

This agreement is made between the County of Erie of the Commonwealth of Pennsylvania, hereinafter "County," and Hubbard-Bert, Inc., hereinafter referred to as the "Service Provider."

Whereas, the Service Provider represents that it is in the business of providing services set forth in certain specifications entitled, "County of Erie, Request for Proposal, Insurance Brokerage Services and Benefit Administration Services;" and

Whereas, the Service Provider represents that it has carefully studied the request for proposal and that it is familiar with all requirements and conditions set forth therein; and

Whereas, the Service Provider was selected by County for said services and was awarded the contract to provide the services set forth in said request for proposal; and

Whereas, the County Executive is authorized to execute contracts on behalf of the County of Erie pursuant to Article III, Section 5H, of the Home Rule Charter for the County of Erie; and

Now therefore, intending to be legally bound hereby, the Service Provider and County mutually agree as follows:

### **GENERAL PROVISIONS**

#### **ARTICLE 1: SCOPE OF SERVICES**

The Service Provider agrees to furnish all services which are set forth in the request for proposal, a copy of which is attached hereto as Exhibit A. The Service Provider agrees to supply these services for the pricing set forth on page 28, of its "proposal to furnish insurance brokerage services and benefit administration services," hereinafter "the proposal." The entire proposal is attached hereto as Exhibit B and is hereby incorporated in this agreement and made a part hereof.

#### **ARTICLE 2: TERM OF PERFORMANCE**

- 2.1 The term of this agreement will be from the date of the execution of this agreement by the County Executive to May 31, 2019.
- 2.2 The obligations of the County under this Agreement shall be conditioned upon and subject in all events to final approval of this Agreement by Erie County Government pursuant to Article V., Section 3.C.4 of the Erie County Home Rule Charter and written notice thereof to Service Provider by the County Executive (the "Approval Notice").

**ARTICLE 3:        COMPENSATION FOR SERVICES RENDERED**

In consideration of the Service Provider providing the services set forth in the request for proposal, the County of Erie agrees to pay the Service Provider in accordance with the proposal on page 28.

**ARTICLE 4:        INDEPENDENT CONTRACTOR**

No provision of this Agreement is intended, nor shall this Agreement be interpreted, to create an employer-employee relationship between the County and Service Provider. The relationship which this Agreement is intended to create is that of independent contractor and this Agreement shall be so interpreted.

**ARTICLE 5:        EOUAL EMPLOYMENT OPPORTUNITY CLAUSE**

5.1 During the performance of this contract, the Service Provider agrees as follows:

- a. The Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, or national origin. The Service Provider shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, sexual orientation, or national origin, as used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Service Provider agrees to and shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- b. The Service Provider shall in all solicitations or advertisements for employees place by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, or national origin.
- c. The Service Provider shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitment under the

copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Service Provider shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.
- e. The Service Provider shall take such action with respect to any subcontractor as the county may direct as a means of enforcing the provisions of subsections (A) (1) to (8) hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the county, the county shall enter into such litigation as is necessary to protect the interests of the county to effectuate the county's equal employment opportunity program, and in the case of contracts receiving federal assistance, the Service Provider or the county may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Service Provider shall file and shall cause his subcontractors, if any, to file compliance reports with the county, compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Service Provider and his subcontractors.
- g. The Service Provider shall include the provisions of subsections (A) (1) through (8) of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. Refusal by the Service Provider or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:
  1. Withholding of all future payments under the involved public contract to the Service Provider in violation until it is determined that the Service Provider or subcontractor is in compliance with the provisions of the contract.
  2. Refusal of all future bids for any public contract with the county or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

Cancellation of the public contract and declaration or forfeiture of the performance bond:

- a. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who prevent directly, indirectly, or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

**ARTICLE 6: INELIGIBLE CONSULTANT**

Service Provider certifies that it is not included in the U.S. Comptroller General's list of ineligible consultants.

**ARTICLE 7: NON-COLLUSION**

Service Provider guarantees that the proposal submitted is not a product of collusion with any other consultant and no effort has been made to fix the proposal price of any consultant or to fix any overhead, profit or cost element of any proposal price.

**ARTICLE 8: COVENANT AGAINST GRATUITIES**

Service Provider shall warrant that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of the County with a view toward securing favorable treatment in awarding, amending or evaluating performance of the Agreement.

**ARTICLE 9: HOLD HARMLESS**

Service Provider agrees to and does hereby assume the defense of the County, its agents and employees of any action at law or in equity which may be brought against such indemnified parties by reasons of claims for which identification is owed hereunder. Service Provider agrees to indemnify the County from and against claims of damages which may be recoverable against the County, including but not limited to, accrued interest on damages, as well as expenses, including, but not limited to, attorney's fees and defense costs, arising out of or resulting from the performance of the work, to the extent caused in whole or in part by the acts or omissions of Service Provider, a subcontractor of Service Provider, anyone directly or indirectly employed by them or acting on behalf of Service Provider, regardless of whether or not such claim or expense is caused in part by a party indemnified hereunder, unless such loss or damage is solely the result of the County's negligence.

**ARTICLE 10: CONTRACT INTEGRITY**

Service Provider shall not have authority, to vary, alter, amend or change this Agreement, or any part thereof, without the written consent of the County. Service Provider is assumed to be familiar with all federal, state and local laws, codes, ordinances and regulations which affect those engaged or employed in the work or in any manner affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of Service Provider will in any way serve to modify the provisions of this Agreement.

**ARTICLE 11: TERMINATION OF CONTRACT**

11.1 The County reserves the right to terminate this Agreement, for cause, upon thirty (30) days written notice to Service Provider. "Cause" under this Agreement includes, but is not limited to, any one of the following:

- a. A material breach by Service Provider of this Agreement or any of Service Provider's representations or warranties hereunder.
- b. Failure at any time to comply fully with the provisions of Article I.
- c. The occurrence of a material act or omission on the part of Service Provider that is contrary to law or that subjects the County to liability or is injurious to the County unless such act or omission is authorized under this Agreement
- d. Any act of fraud, embezzlement, theft or conduct constituting a conflict of interest
- e. The failure of Service Provider to substantially perform its duties under this Agreement.
- f. Assignment by Service Provider of its obligation under this agreement.
- g. Material change of the ownership and/or management of Service Provider.

Cause shall not include clerical errors that may occur from time to time and which can be corrected and/or do not expose the County to monetary liability.

**ARTICLE 12: COUNTY OBLIGATIONS**

In addition to providing payment for the work, the County agrees to furnish the following support and assistance to Service Provider during the term of the Agreement.

- 12.1 Familiarization with all pertinent information presently available to the County both in terms of existing data and current efforts.
- 12.2 Subject to Service Provider's obligations under this Agreement, any other support and assistance reasonably necessary to aid Service Provider in fulfilling its obligations under this Agreement.

**ARTICLE 13: RIGHT TO KNOW**

13.1 The Pennsylvania Right To Know Law, Act of February 14, 2008, (Act No. 2008-3) provides in Section 506 (d) (I) that "(A) public record that is not in the possession of an agency (the County) but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the agency, and which directly relates to the governmental function and is not exempt under this act, shall be considered a public record of the agency for the purposes of this act."

13.2 The Service Provider hereby agrees that if the County receives a request under the act for the records of the Service Provider and the County Open Records Officer or deputy determines that these records must be provided for County to comply with the act under this section the Service Provider will supply these records to County so that they may be made available to the requestor for inspection and/or copying.

**ARTICLE 14: MISCELLANEOUS PROVISIONS**

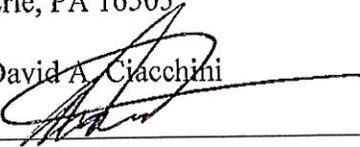
14.1 This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Erie County, Pennsylvania.

14.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent the assignment is permitted under this Agreement.

14.3 Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female and neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

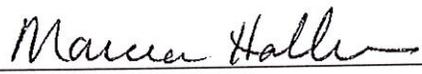
14.4 This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

In witness whereof, the parties to this agreement have set their hands and seals on  
this \_\_\_\_\_ day of August 2015.

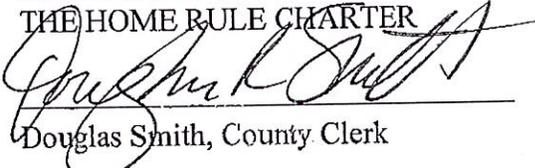
Firm Name: Hubbard-Bert, Inc.  
Address: 1250 Tower Lane  
Erie, PA 16505  
By: David A. Ciacchini  
Signature:   
President, Hubbard-Bert, Inc.  
Date: Aug 14, 2015

County of Erie, Pennsylvania  
By: Kathy Dahlkemper  
Signature:   
Erie County Executive  
Date: 8/25/15

APPROVED AS TO LEGALITY AND FORM:

  
Marcia Haller, Erie County Solicitor  
Date: 8/25/15

APPROVED BY ERIE COUNTY COUNCIL PURSUANT TO Article V, Section 3.C.4 OF  
THE HOME RULE CHARTER

  
Douglas Smith, County Clerk

RESOLUTION NUMBER 59, 2015

**Approval Of Four Year Agreement Between The County Of Erie,  
Highmark Blue Cross-Blue Shield Of Western Pennsylvania  
And Hubbard Bert Karle Weber, Inc. For Employee  
Health Insurance Products and Administration**

**BE IT RESOLVED** that the four year agreement between the County of Erie, Highmark Blue Cross-Blue Shield of Western Pennsylvania and Hubbard Bert Karle Weber, Inc. for Erie County employee health insurance products and administration, attached hereto as Exhibit A, is hereby approved.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_,  
this resolution was passed on this \_\_\_\_\_ day of \_\_\_\_\_,  
2015 by a vote of \_\_\_\_ - \_\_\_\_.

APPROVED BY:

-----  
Fiore Leone, Chairman  
Erie County Council

-----  
Kathy Dahlkemper,  
County Executive

Date:\_\_\_\_\_

ATTEST:

-----  
Douglas R. Smith  
County Clerk

Date:\_\_\_\_\_



October 5, 2015

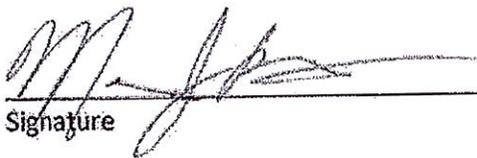
County Executive  
County Council Members

**Administrative Cost**

Effective January 1, 2016 the County of Erie's medical (PPO) administrative cost to Highmark will remain at the 2015 amount of \$45.00 Per Contract Per Month (PCPM). The medical administrative cost will be guaranteed for all of 2016 and 2017 expiring December 31, 2017. This guarantee applies to medical cost only and does not apply to prescription drug rebates. Prescription drug rebates are recalculated every year based on brand usage. Highmark guarantees you a fixed monthly rebate amount on a per contract per month basis. This credit is provided right upfront as a reduction to the overall administrative costs.

**Wellness Partnership**

Highmark is pleased to offer the County of Erie a two year wellness credit program valued at \$20,000 for the years 2016 and 2017. This amount is in addition to the remaining amount in place since 2013. As of October 5, 2015 the remaining balance is \$13,000. The County of Erie may use the \$33,000 towards Highmark-sponsored wellness programs during each benefit plan year.

  
Signature

10/5/15  
Date

Matthew Potosnak, Senior Client Manager, Highmark

**MEMORANDUM**

**TO:** Kathy Dahlkemper, County Executive  
**FROM:** Kyle Foust, County Council  
**DATE:** November 12, 2015  
**RE:** Appointment to Erie County Library Board

I am requesting the appointment of Trevor D. Pearson to the Erie County Library Board. He will be replacing Christine Matheis to finish out her term which expires August 31, 2016. Ms. Matheis has resigned.

Attached is a biography from Mr. Pearson for your review and consideration.

Thank you for your attention to this matter.