

**MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF THE ERIE  
COUNTY EXECUTIVE AND GANNON UNIVERSITY FOR THE ENHANCEMENT OF  
THE ERIE COUNTY PUBLIC LIBRARY**

This Memorandum of Understanding (“**MOU**”) is hereby agreed upon and entered into this 19<sup>th</sup> day of December, 2025 by and between the Office of the Erie County Executive (“**Executive**”) and Gannon University (“**Gannon**”) as follows:

**RECITALS**

**WHEREAS**, the Raymond M. Blasco, MD Memorial Library (“**Building**”) was opened to the public at 160 E Front Street, Erie, Pennsylvania 16507 (“**Property**”) on December 23<sup>rd</sup>, 1996, dedicated as the “public library for the next 100 years,” and has to date hosted millions of visitors and residents from every corner of Erie County; and

**WHEREAS**, the Property is comprised of parcels donated to Erie County for use as a public library and public historical museum “or for substantially similar nonprofit, public, cultural, or educational uses;” and

**WHEREAS**, the Building was constructed using, in part, funds donated by Raymond M. Blasco, MD and the public for the construction and perpetuation of a public library; and

**WHEREAS**, public libraries are community anchors, providing cultural and social connections, as well as introductory access to a broad spectrum of formal and informal knowledge and education, their integrity as public institutions of lifelong learning should be celebrated and protected; and

**WHEREAS**, on or about October 31 2023, Erie County entered into a lease agreement with Gannon (the “**Lease**”) for what would become the “Center for Lake Erie Education and Research,” (the “**Facility**”); and

**WHEREAS**, on June 27, 2024, Keep Our Library Public, an unincorporated civic organization, and Chris Szumigala, a resident and taxpayer of Erie County, initiated a lawsuit against Erie County, Erie County Council, the Executive, and Gannon in the Court of Common Pleas of Erie County at Erie County Docket No. 11583-2024, challenging the terms of the Lease and the conditions under which it was formed; and

**WHEREAS**, the Facility is now open and operating within the Building and provides the public with free access to interactive experiences and hands-on learning opportunities related to the rich biodiversity and ecosystems of not only Lake Erie, but the Great Lakes and the world’s freshwater resources at large; and

**WHEREAS**, on December 3, 2025, the parties to the aforementioned lawsuit agreed to amicably settle the matter, without any judgment on the merits or allocation of fault, by and through an amendment to the Lease (“**Amendment**”), Consent Order of Court, and this MOU; and

**WHEREAS**, it is the intention of this MOU to memorialize the terms of a collaborative relationship between Gannon and the Executive to support and perpetuate the Erie County Public Library and to ensure the Facility remains a benefit to the Erie County community within the spirit of the deeds under which the Property and Building were donated, as a public exhibition area and classroom open to the public, free of charge.

**AND NOW** this 19<sup>th</sup> day of December, 2025, in consideration of the mutual covenants set forth herein, and intending to be legally bound, Gannon and the Executive hereby agree as follows:

**INCORPORATION**

1. The Lease, Amendment, and Consent Order of Court are attached hereto and, together with the foregoing “whereas” clauses, incorporated as if fully set forth herein.

**OPERATION OF THE FACILITY FOR THE ENHANCEMENT OF THE ERIE COUNTY PUBLIC LIBRARY**

2. Gannon shall be solely responsible for funding, staffing, managing, and operating the Facility. The Facility shall be adequately staffed during all regular operating hours of the Building, with staffing needs and/or levels to be determined in collaboration between Gannon and the Executive Director of the Erie County Public Library.
3. Gannon will provide forms for feedback/evaluation of the Facility to be conspicuously located within the Facility for use by Facility visitors. Gannon shall be responsible for the collection of these forms and shall provide copies of the same to the Executive Director of the Erie County Public Library and Library Advisory Board as set forth in Paragraph 4 herein.
4. Gannon shall collect regular usage data for the Facility, in writing, and provide that information to the Executive Director of the Erie County Public Library and Library Advisory Board on a monthly basis, or as otherwise agreed upon by Gannon and the Executive Director of the Erie County Public Library, including:
  - a. Number and age of individual visitors to the Facility;
  - b. Name, date, and description of any formal groups visiting the Facility (such as schools, camps, programs, etc.). Such description shall include the approximate ages and number of individuals in the group;
  - c. Name, date, and description of any programs conducted within the Facility. Such description shall include the number and ages of individuals in attendance;
  - d. Copies of all written public feedback/evaluation on forms provided and collected pursuant to Paragraph 3 of this MOU;
  - e. Any other usage data that may be agreed upon by Gannon, the Library Advisory Board, and the Executive Director of the Erie County Public Library.

5. Gannon agrees to fund and commit faculty, staff, and/or students to work with Library staff in furtherance of the planning, development, marketing, and implementation of an Annual Library Membership Drive. Such commitment by Gannon of faculty, staff, or students to work with Library staff must remain in compliance with any collective bargaining agreement relevant to Library employees.
6. The Provost of Gannon, or its designee, shall meet no less than annually with the Executive Director of the Erie County Public Library in order to:
  - a. Review and assess all information collected under Paragraph 4 herein. This information shall be used to assess the use of the Facility with existing and proposed Library collections.
  - b. Review and assess the outcome of the Annual Library Membership Drive of the immediately preceding year as well as to strategize and develop any forthcoming Annual Library Membership Drives.
  - c. Strategize and develop collaborations between the Erie County Public Library and Gannon in the form of initiatives, projects, programs, or series of programs promoting the Erie County Public Library (the “**Annual Library Project**”). The theme or subject matter of each Annual Library Project shall be separate and apart from the scope of the Facility and the Annual Library Membership Drive. Gannon hereby agrees to commit faculty, staff, and/or students to work with Library staff in furtherance of the planning, development, marketing, and implementation of each Annual Library Project. Such commitment by Gannon of faculty, staff, or students to work with Library staff must remain in compliance with any collective bargaining agreement relevant to Library employees. The costs and expenses of the Annual Library Project shall be shared among Erie County and Gannon as agreed upon.
7. The Executive Director of the Erie County Public Library shall compile a written summary of the annual meeting set forth under Paragraph 6 herein, including planning details for the upcoming Annual Library Membership Drive and Annual Library Project along with recommendations for alteration or improvement of the Facility, if any, and share the same with the Library Advisory Board and County administration.
8. As new programs, equipment, or other offerings to the public become available through the Facility, Gannon shall disseminate information about the same to Library staff, including any relevant dates, times, registration or operating information.

#### **PUBLIC ACCESS TO THE RESOURCES OF GANNON’S NASH LIBRARY**

9. Gannon shall provide the Executive Director of the Erie County Public Library with information on how the public may access both in-person and online resources through Gannon’s Nash Library. Gannon will waive the Community Card Fee for members of the Erie County Public Library. Erie County Public Library members may schedule appointments with Nash Library staff to receive additional assistance with materials available through Nash Library.

**ALL OTHER TERMS AND CONDITIONS**

- 10. The term of this MOU shall commence on December 19, 2025 and shall remain until Gannon permanently ceases operation of the Facility.
- 11. Gannon and the Executive may review and amend this MOU as necessary. Prior to execution of an amendment to this MOU, the proposed amendment shall be submitted by the Erie County Executive or their designee to the Library Advisory Board at least 30 days prior to the Executive's request to place the proposed amendment on a public agenda for consideration by Erie County Council. At the same time the Executive submits the proposed amendment to the Library Advisory Board, it shall also provide written notice confirming said submission to Erie County Council. As part of its review of the amendment, the Library Advisory Board may a written recommendation to approve, modify or deny the proposed amendment. If the Library Advisory Board fails to provide the Executive with a recommendation within the time frame set forth herein, the Executive may proceed to submit the proposed amendment to Council without a written recommendation of the Library Advisory Board.
- 12. This MOU shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
- 13. If any clause or provision of this MOU is illegal, invalid or unenforceable under any present or future law, the remainder of this MOU will not be affected thereby.
- 14. This MOU, the Consent Order of Court, Lease, and Amendment contain the entire agreement of the parties respecting the matters set forth herein.

**AND NOW, IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**GANNON UNIVERSITY**

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BRENTON DAVIS, ERIE COUNTY EXECUTIVE**

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_