

Memorandum of Understanding

between

Sheffield City Council

and

Friends of Millhouses Park (Registered Charity 1051391)

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Friends of Millhouses Park, herein after referred to as the Friends Group, and the Property and Facilities Management Service of Sheffield City Council, herein after referred to as the Council.

A. PURPOSE:

The purpose of this memorandum of understanding is to establish a framework for co-operation between the Friends Group and the Council with respect to the protection and development of the Millhouses Corn Mill buildings situated at Millhouses Park, Sheffield. It sets out the role of each party and explains how they will work together towards the common objective of protecting and preserving the Millhouses Corn Mill buildings in recognition of their important place in the history of the City and the contribution they can make to the cultural heritage of the City and the Local Area.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both the Friends Group and the Council wish to see the historical buildings of Millhouses Corn Mill brought into repair and into use for the benefit of the local community, park users and the City of Sheffield. Both parties wish to jointly explore the most beneficial use that will see the development of a sustainable project that will help to secure the future of the buildings complex and will enable use of the buildings by the Community. Sympathetic adaptive re-use of the buildings will enable them to remain valued local assets. Through this framework of co-operation the Council will achieve the refurbishment and protection of one of its historic assets and the Friends Group will have achieved the protection of this group of buildings for local benefit.

C. THE COUNCIL SHALL:

1. Provide the Friends Group with a licence for access to the small mill building for survey work, sustainable energy feasibility studies and for essential repairs.
2. Assist the Friends Group in enabling their preferred contractor and consultants to access and work on the small mill building including adopting the "client" role under the Construction (Design and Management) Regulations 2007.
3. Assist the Friends Group with all grant applications, where Council input is required.

4. Work with the Friends Group to establish an overall deliverable master plan for the whole mill buildings site.
5. Develop a marketing strategy for the site in conjunction with the Friends Group in order to seek out the potential for income producing sympathetic uses to be incorporated into the overall site.
6. Work with the Friends Group to develop long term asset management arrangements, including the exploration of asset transfer to an appropriate Trust.
7. Keep the Community Assembly and local ward members informed as to progress and all other matters of significance.
8. Develop a risk register to be jointly managed with the Friends Group

D. THE FRIENDS GROUP SHALL:

1. Be responsible for seeking out all funding opportunities through grants that may be available.
2. Bring such grant opportunities to the attention of the Council to check for appropriateness and grant conditions before making applications, in order to save time and resources applying for inappropriate or contentious grants.
3. Complying with grant conditions and acting as the accountable body in accordance with grant conditions.
4. Assist the Council to establish an overall deliverable master plan for the whole mill buildings site.
5. Assist in the development of a marketing strategy for the site in conjunction with the Council in order to seek out the potential for income producing sympathetic uses to be incorporated into the overall site.
6. Assist the Council to develop long term asset management arrangements, including the exploration of asset transfer to an appropriate Trust.
7. Arrange and organise any public consultation through and with the Community Assembly and local ward members.
8. Assist the Council in the management of a risk register for the development of this framework of co-operation.

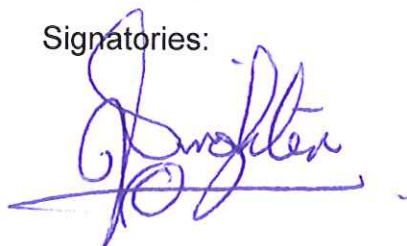
E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The Community Assembly and Local Members of the Council will be kept informed of all key stages of progress, risks and issues.
2. The Council and the Friends Group shall establish a project committee, to meet at least every quarter with no more than two to three members from each organisation to ensure that the project scope is defined, project initiation document and project plan drawn up, budget and resource requirements understood, with a risk register and communications plan developed. A route for issues and dispute resolution should also be established.
3. The information produced as a result of this framework of co-operation will be subject to the Freedom of Information Act.

4. This memorandum of understanding takes effect upon the signature of the Director of Property Services on behalf of the Council and the Secretary of the Friends Group on behalf of the Friends Group and shall remain in effect of for a period of 5 years. This memorandum may be extended or amended upon written request of either party. Either party may terminate this Memorandum of Understanding, in writing and with a minimum of 3 months notice.
5. This is a non-fund obligating document. This means that nothing in this Memorandum of Understanding shall obligate either party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property will require separate agreements and /or the authority of each of the respective parties and will be contingent upon the availability of appropriate funds. Such activities must be authorised by the respective committee having delegated authority. Any such agreements must comply with all applicable statutes and regulations.
6. This Memorandum of Understanding is not intended to and does not create any rights, benefits, or trust responsibility, substantive or procedural, enforceable at law, equity, by a party against the Council, its agencies, officers or any person.
7. Principal Contacts:-

Ted Cunby
John Brighton
Jane Hunter
Richard Exell

Signatories:



John Brighton
Secretary – Friends of Millhouses Park



Nalin Seneviratne
Director of Property & Facilities Management Services
Sheffield City Council

Date

24 January 2011

