



Dated

2024

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## **Memorandum of Understanding**

**Relating to the devolution of assets in Liskeard to Liskeard Town Council**

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**1) The Cornwall Council**

and

**2) Liskeard Town Council**

Legal Services, Cornwall Council

Fourth Floor, North Wing, County Hall, Truro, Cornwall, TR1 3AY

**THIS AGREEMENT** is dated

2024.

## **PARTIES**

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro TR1 3AY (**Cornwall Council**); and
- (2) **Liskeard Town Council** of XXX (**the Town Council**).

## **1. KEY OBJECTIVES**

- 1.1 Cornwall Council is committed to the devolution of local services and assets to the most appropriate local level to enable communities to have more influence in their areas.
- 1.2 Cornwall Council and the Town Council have agreed to work together to:
  - (a) devolve the assets listed in Schedule 1; and
  - (b) to use reasonable endeavours to work to the timescales set out in Schedule 1;(the **Devolution Project**).
- 1.3 The parties acknowledge that the assets in the Devolution Project may not be transferred at the same time, but will be delivered via a phased approach, the proposed phasing is set out in Schedule 2.

## **2. PRINCIPLES OF COLLABORATION**

The parties agree to adopt the following principles when carrying out the Devolution Project:

- (a) provide information as reasonably requested relating to the Devolution Project where that party holds such information provided that the release of that information does not breach any data protection or other legislation;
- (b) communicate openly about major concerns, issues or opportunities relating to the Devolution Project;
- (c) adopt a positive outlook;
- (d) comply with applicable laws;
- (e) act in a timely manner;

- (f) deploy appropriate resources; and
- (g) act in good faith to support achievement of the Devolution Project.

### **3. AMENDMENTS TO THE DEVOLUTION PROJECT**

- 3.1 An asset can be added to or removed from the Devolution Project if in accordance with the terms of this clause and the principles set out in clause 2.
- 3.2 Any request to add or remove an asset or service must be given in writing to the other party with full reasons for the addition or removal.
- 3.3 Either party will not be considered to have acted unreasonably by refusing to add or remove an asset if the impact of that addition or removal on the Devolution Project materially alters the overall financial position or the ability of either party to deliver their functions and services.
- 3.4 The Town Council acknowledges that the addition or removal of a service, may require officers of Cornwall Council to obtain approval to that change in accordance with its governance structure.
- 3.5 Cornwall Council acknowledges that the addition or removal of an asset may require officers of the Town Council to obtain approval to that change in accordance with its governance structure.

### **4. CONFIDENTIALITY**

- 4.1 The Town Council acknowledges that during the course of discussions on the Devolution Project may receive information from Cornwall Council containing personal or sensitive data on individuals relating to their employment by Cornwall Council or its contractor. The Town Council agrees to keep this information confidential and not to discuss this information in open meetings.
- 4.2 The parties will not issue any statement without the consent of the other party that potentially identifies that for any individual employed by Cornwall Council or its contractor their terms and conditions or circumstances of employment may change, provided that this clause will cease to apply on the earlier of:

- (a) the date the asset or service is devolved; or
- (b) the information becomes publically available through another source.

**5. TERM AND TERMINATION**

This MoU shall commence on the date of this agreement and shall expire on the completion of the Devolution Project.

**6. CHARGES AND LIABILITIES**

- 6.1 Each party shall bear their own costs and expenses incurred in complying with their obligations under this MoU, unless otherwise agreed.
- 6.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

**7. LEGAL STATUS**

- 7.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
- 7.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.
- 7.3 Each party shall be responsible for ensuring that they have the legal power to deliver the Devolution Project.

Signed for and on behalf of The  
Cornwall Council

Signature: .....

Signed for and on behalf of Liskeard  
Town Council

Signature: .....

Name: .....

Position: .....



## Schedule 1

### Assets proposed for inclusion

Assets proposed for devolution	Type
Rapsons Car Park	Car Parks
Upper Sungirt Car Park	Car Parks
Lower Sungirt Car Park	Car Parks
Rapsons Field	Environment
Rapsons Play Area	Environment
Westbourne Toilets (subject to terms)	Environment
Westbourne Gardens	Environment
Sungirt Valley (Sungirt Valley 1 and a bit of 2)	Environment
POS E of heathlands Road (Sungirt Valley 2 - rest of)	Environment
Sports Pitches adjacent to Lux Park	Environment
POS Castle Hill Court & Memorial Site	Environment
POS at Lanchard Meadow (Lanchard Woods)	Environment
Land at Junction Barras St & Dean St (including 12323)	Environment
Lake Lane Allotments (Liskeard TC advised site handed back –with CHL to manage, confirm if now out of scope)	Environment
Pepper Park Play Area	Environment
Culverland Park Play Area	Environment
Play Area at Jack Bice Close	Environment
Play Area at Stanley Maggs Way	Environment
Play Area at Silvanus Jenkin Ave	Environment
Land at Hendra Park	Environment
POS adj pengover allotments	Environment
POS W & N Willow Way	Environment
Lanchard Cemetary (Closed)	Environment / - Bereavement
Land adjoining 37 Bodgara Way	Housing

Land at Killigrew Road	Housing
Land adjacent 27 Springfield Road	Environment
POS at Pound Dean (two sites)	Environment
POS adj 58 Dennis Road	Environment
Land adj Liskeard Hospital	Environment
Land at Maddever Crescent	Environment
POS at Entrance of Trevillis park / Land at Trevillis Park 1-8	Environment
POS (1) Caunter Road - POS	Environment
POS (2) Caunter Road – POS	Environment
POS adj. 5 Stephens Road, Liskeard – POS	Environment
POS adj. 26 Stephens Road, Liskeard – POS	Environment
POS opposite 2-4 Manley Road – POS	Environment
POS jnc. Manley Road & Station Road, Liskeard – POS	Environment
Management Agreement –Verges / Orphan sites	Highways
Management Agreement – greenspace management Trevecca Cemetery	Environment - Bereavement



**Schedule 2**  
**Proposed Phasing**

Year One (2025/26)	
Year Two (2026/27)	
Year Three (2027/28)	
Year Four (2028/29)	
Year Five (2029/30)	