

# ***A***

**GREEMENT** made the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2014 between

**KILDARE COUNTY COUNCIL** having its offices at Áras Chill Dara, Devoy Park, Naas, Co. Kildare (hereinafter called “Kildare County Council”) of the One Part , and

**SOUTH DUBLIN** COUNTY COUNCIL having its principal offices at County Hall, Tallaght, Dublin 24 in the County of South Dublin (hereinafter called “South Dublin County Council”) of the Other Part.

**Whereas:**

1. Kildare County Council and South Dublin Council are desirous of carrying out improved provision for cyclists and pedestrians along the road and adjacent to the Grand Canal between Hazelhatch and Ardclough being the proposed development more particularly described and set out in the First Schedule hereto (hereinafter called “the Proposed Development”). The Proposed Development is located partially within the boundary of South Dublin County Council.

(b) The Councils are both of the opinion that it would be more convenient if the functions which may be exercised and performed by either of them in relation to the design, development, construction and completion of the Proposed Development are exercised and performed by Kildare County Council by and on behalf of the Councils, it being able and willing to exercise and perform the said functions, and the parties have agreed in accordance with the provisions of Section 85 of the Local Government Act, 2001 to enter into this Agreement on the following terms and conditions.

**and therefore it is hereby agreed** by and between the parties as follows:-

(1) South Dublin County Council hereby agrees to Kildare County Council exercising and performing all the functions for both Councils as provided for in the Local Government Acts 1925 to 2014 and in the Planning and Development Acts 2000 to 2013 and in any Acts which amend or extend the same in relation to the design, development, construction and completion of the Proposed Development and Kildare County Council shall do and perform all acts necessary to ensure the implementation, construction and completion of the Proposed Development.

1. Kildare County Council shall ensure that the Proposed Development is constructed and completed to such standard and design as it may decide upon and shall incur such costs and expenses as it may decide is necessary for the purpose of ensuring the construction and completion of the Proposed Development.
2. The full costs of the Proposed Development shall be borne by Kildare County Council.
3. Actual cost of construction and completion of the Proposed Development to include the costs and expenses of all acts necessary and ancillary thereto shall be ascertained and certified by the Director of Services for Roads, Transportation and Public Safety of Kildare County Council.
4. Kildare County Council shall afford to South Dublin County Council and its officers all information which South Dublin County Council may require from time to time in relation to the Proposed Development.
5. Kildare County Council shall co-operate fully with South Dublin County Council in all respects and where and when necessary in relation to the exercise and performance by Kildare County Council of the functions undertaken by it under this Agreement.
6. Kildare County Council shall ensure compliance with the Planning & Development Acts 2000 to 2013 (as same may be amended or extended) and the Planning & Development Regulations 2001 to 2013 (as same may be amended or extended).
7. In the event of a dispute arising between the parties hereto as to the effect or interpretation of this agreement or as to the respective rights or liabilities of the parties hereto hereunder then same shall be referred to the Minister for the Environment, Community and Local Government for decision by the said Minister or by such person as the Minister may appoint and in that respect the decision of the Minister or the person so appointed shall be final and binding upon the parties.

**In witness** where of Kildare County Council and South Dublin County Council have each caused their common seals to be affixed here to the day and year first herein written.

**FIRST SCHEDULE**

(“the Proposed Development”)

It is proposed to further develop the Arthur’s Way Heritage Trail as a cycling route using existing roads, parkland and laneways between Leixlip and Oughterard in the county of Kildare and via the townland of Hazelhatch and the Grand Canal between the townlands of Commons in the County of South Dublin and Tipperstown in the County of Kildare in accordance with Drawing No. 3561\_04 .

The section along the towpath of the canal shall be a multi-use greenway which will be shared between cyclists, pedestrians, fishermen and others in accordance with the National Transport Authority report on the Greater Dublin Area Cycle Network Plan.

**Approximate cost of the Proposed Development:**

**€**311,000

[to include design, construction and other costs]

The project is being funded by the Department of Transport, Tourism and Sport as part of the Government Stimulus Package 2014/15.**PRESENT WHEN THE CORPORATE SEAL**

**OF SOUTH DUBLIN COUNTY COUNCIL**

**was affixed hereto:-**

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CHIEF EXECUTIVE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DIRECTOR OF SERVICES

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOMINATED MEMBER

**PRESENT WHEN THE CORPORATE SEAL**

**OF KILDARE COUNTY COUNCIL**

**was affixed hereto:**

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CHIEF EXECUTIVE

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DIRECTOR OF SERVICES

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NOMINATED MEMBER

