

**Section 85 of the Local Government Act 2001
Between South Dublin County Council and Dublin City Council for the
Construction of the River Poddle Flood Alleviation Scheme**

AGREEMENT made the ___ day of _____ 2025 between

SOUTH DUBLIN COUNTY COUNCIL having its principal offices at County Hall, Tallaght, Dublin 24 in the County of South Dublin (hereinafter called “SDCC”) of the One Part, and

DUBLIN CITY COUNCIL having its offices at Civic Offices, Wood Quay, Dublin 8 (hereinafter called “DCC”) of the Other Part.

Each a “Party” and together the “Parties”

WHEREAS:

- (a) SDCC and DCC are Local Authorities within the meaning of Section 85 of the Local Government Act 2001.
- (b) SDCC and DCC are desirous of carrying out functions relating to the design and development of a flood alleviation scheme along the River Poddle as set out in Schedule 1 and 2 to this agreement (the Proposed Project)
- (c) SDCC and DCC have determined by resolutions of their respective elected members made on the 10/02/2025 for SDCC and the 10/02/2025 date for DCC (the “Resolutions”) that the functions which may be exercised and performed by either of them in relation to the design, development, construction and completion of the Proposed Project are performed by SDCC by and on behalf of

both Councils pursuant to and in accordance with Section 85 of the Local Government Act 2001 and on the following terms and conditions.

In consideration of the Resolutions and the Parties carrying out their obligations in relation to the Proposed Project

AND THEREFORE IT IS HEREBY AGREED by and between the Parties as follows:-

(1) Dublin City Council hereby agrees to South Dublin 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 Project. South Dublin County Council shall do and perform all acts necessary to ensure the construction and completion of the Proposed Project in the following functional areas of Dublin City Council:

- Ravensdale Park – Main works: flood walls for flood protection and storage. In addition, drainage channel clearance, public realm improvements, a replacement footbridge, tree removal, tree planting, and landscaping as per drawing number RPFS-NOD-01-XX-DR-C-08160 Rev. P01.
Approximate programme: February 2025 to August 2026
Approximate cost: €1,200,000
- St. Martin's Drive – Main Works: Flood protection walls. In addition, drainage channel clearance, public realm improvements, tree removal, tree planting and landscaping as per drawing number RPFS-NOD-01-XX-DR-C-08165 Rev. P02.
Approximate programme: January 2026 to January 2027
Approximate cost: €500,000
- Mount Argus, Harold Cross – Main Works: Flood protection walls. In addition, tree removal, tree planting and landscaping as per drawing number RPFS-NOD-01-XX-DR-C-08170 Rev. P01.
Approximate programme: July 2026 to September 2026
Approximate cost: €200,000
- Extra tree planting within the Poddle Catchment under instructions of DCC Parks and Landscape Services.

Approximate programme: October 2026 to January 2027.

- (2) South Dublin County Council shall ensure that the Proposed Project 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 Project.
- (3) South Dublin County Council shall be responsible for and shall apply to the appropriate Authority for an allocation of the funds necessary to cover the cost.
- (4) Actual cost of construction and completion of the Proposed Project to include the costs and expenses of all acts necessary and ancillary thereto shall be ascertained and certified by the Director of Services for Environment Water & Climate Change in South Dublin County Council.
- (5) South Dublin County Council shall afford to Dublin City Council and its officers all information which Dublin City Council may require from time to time in relation to the Proposed Project.
- (6) South Dublin County Council and Dublin City Council shall co-operate in all respects and where and when necessary in relation to the exercise and performance by South Dublin County Council of the functions undertaken by it under this Agreement.
- (7) South Dublin 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).
- (8) Each LA shall specify two representatives to agree, monitor and clarify this agreement. A Director of Services/ Executive Manager and an Engineer in each local authority.
- (9) The project shall be monitored by a Steering Group (SG) which shall have at least two nominated representatives from each LA together with other members agreed by these representatives from time to time. The SG shall meet once a month or as agreed by the LA representatives. Progress reports shall be presented at the SG meetings and any issues with the project raised and discussed.

- (10) On or before project completion, all maintenance requirements will be agreed by both LAs through their representatives. A Health and Safety (H&S) file will be produced highlighting any residual H&S risks related to the project.
- (11) The project shall be formally handed over to Dublin City Council in the areas shown on the drawings numbers listed in the 'Second Schedule' once all defects, maintenance procedures, residual risks, as constructed drawings, H&S file, material specifications, river racks/grills details, new bridge details and any other project elements are agreed.
- (12) South Dublin County Council shall be responsible for all costs and insurance liabilities for the contract until it is formally handed over to Dublin City Council. These shall include Professional Liability (to 6 years after project handover), Public Liability and Employer Liability.
- (13) If any dispute arises in connection with this Agreement the Chief Executive/Manager/Director (or other Senior Representative) of the parties with authority to settle the dispute will meet in a good faith effort to resolve the dispute within 7 days of a written request from one party to the other.

If the dispute is not resolved at that meeting parties will attempt to settle it by mediation unless otherwise agreed between the parties the Mediator will be nominated by the Law Agent of SDCC in agreement with the Law Agent of DCC. To initiate the Mediation a Party must give notice in writing to the other party to the dispute requesting mediation. The mediation will start not later than 30 days after the date of the Mediation request.

No party may commence any court proceedings or arbitration in relation to any dispute arising out of disagreement until it has been attempted to settle the dispute by mediation.

IN WITNESS where of South Dublin County Council and Dublin City Council have each caused their common seals to be affixed here to the day and year first herein written.

**PRESENT WHEN THE CORPORATE SEAL
OF SOUTH DUBLIN COUNTY COUNCIL
was affixed hereto:-**

CHIEF EXECUTIVE

DIRECTOR OF SERVICES

NOMINATED MEMBER

**PRESENT WHEN THE CORPORATE SEAL
OF DUBLIN CITY COUNCIL
was affixed hereto:**

CHIEF EXECUTIVE

DIRECTOR OF SERVICES

NOMINATED MEMBER

FIRST SCHEDULE

("the Proposed Project")

- Project management and environmental services for a Flood Alleviation Scheme of the River Poddle including areas within Dublin City Council's functional area:
 - Ravensdale Park (see drawing no. RPFS-NOD-01-XX-DR-C-08160 Rev. P01)
 - St. Martin's Drive (see drawing no. RPFS-NOD-01-XX-DR-C-08165 Rev. P01)
 - Mount Argus, Harold Cross (see drawing no. RPFS-NOD-01-XX-DR-C-08170 Rev. P01)
- The approvals process, detailed design, procurement of contractors and construction of the Poddle Flood Alleviation Scheme in South Dublin County Councils functional area and above areas of Dublin City Councils function area.

The areas in question will be the River Poddle, its river bank within Dublin City Council area and adjacent areas as per attached drawing numbers shown above.

APPROXIMATE COST OF THE OVERALL PROPOSED DEVELOPMENT:

€9,000,000.00

The project is being funded by the Office of Public Work (OPW).

SECOND SCHEDULE

("the Proposed Project")

List of Drawings used in this agreement:

Drawing Number: RPFS-NOD-01-XX-DR-C-08160 Revision: P01

Project: RIVER PODDLE FLOOD ALLEVIATION SCHEME

Title: RAVENSDALE PARK LAYOUT PLAN AND SECTION SHEET 1

The drawing was taken from the Planning Application ABP-306725-20 to the project in accordance with Part X, Sections 175 and 177AE of the Planning and Development Act 2000, as amended to An Bord Pleanála.

Drawing Number: RPFS-NOD-01-XX-DR-C-08165 Revision: P01

Project: RIVER PODDLE FLOOD ALLEVIATION SCHEME

Title: ST. MARTIN'S DRIVE LAYOUT PLAN AND SECTIONS

The drawing was taken from the Planning Application ABP-306725-20 to the project in accordance with Part X, Sections 175 and 177AE of the Planning and Development Act 2000, as amended to An Bord Pleanála.

Drawing Number: RPFS-NOD-01-XX-DR-C-08170 Revision: P01

Project: RIVER PODDLE FLOOD ALLEVIATION SCHEME

Title: MOUNT ARGUS CLOSE LAYOUT PLAN AND SECTIONS

The drawing was taken from the Planning Application ABP-306725-20 to the project in accordance with Part X, Sections 175 and 177AE of the Planning and Development Act 2000, as amended to An Bord Pleanála.