



Comhairle Cathrach  
& Contae **Luimnigh**

**Limerick City**  
& County Council

20<sup>th</sup> September, 2022

**To: The Mayor and Each member of Limerick City and County Council**

**Re: Limerick City & Environs Flood Relief Scheme**  
**Section 85 Agreement with Clare County Council**

A Chomhairleoir, a chara,

You will be aware that the OPW, working in partnership with *Limerick City & County Council* and other Local Authorities, commissioned and have completed the *Shannon Upper & Lower River Basin (UoM 25/26) Catchment Flood Risk Assessment and Management (CFRAM) Study*. Limerick City & Environs was included as an *Area for Further Assessment (AFA)* and it was concluded that a flood relief scheme would be viable and effective for the community. The Flood Risk Management Plan for *UoM 25/26* was adopted by Council in 2018.

Limerick City & County Council have a signed Memorandum of Understanding with OPW on the Limerick City & Environs Flood Relief Scheme. This was signed in May 2020 and is provided as an appendix to the Section 85 Agreement. This Memorandum includes that Limerick City & County Council act as the lead authority to carry out the required management responsibilities for the project. This will entail managing the relevant statutory procedures, procuring the necessary design, acquiring land where necessary and carrying out of the construction works for the project in the functional areas of both Limerick City and County and Clare County Councils.

In this regard, it will be necessary for this council to enter into an agreement with Clare County Council in accordance with Section 85 of the Local Government Act 2001 (as amended). The purpose of this agreements is to give Limerick City and County Council all the powers, duties and functions of Clare County Council in relation to the delivery of the *Limerick City & Environs Flood Relief Scheme*.

*These powers, duties and functions will extend to the serving of the required notices, the entering into negotiations and agreements with affected landowners, the design, development, construction and maintenance of the project. This agreement will also enable Limerick City and County Council to carry out the statutory functions of Clare County Council in connection with the preparation of the statutory documents for the project and the submission to An Bord Pleanála.*

There is no timeline set out in the section 85 Agreement for the carrying out of the powers, functions and duties transferred to this council, but the extent of the powers, functions and duties, which are to be transferred is limited to those required to develop and construct the Limerick City & Environs Flood Relief Scheme.

I attach herewith copy of Section 85 agreement and in accordance with Section 85 of the Local Government Act 2001 (as amended), it is recommended that the council adopt the following resolution;

*'That limerick City and County Council agrees to the making of an agreement, as presented to it, under Section 85 of the Local Government Act 2001 (as amended) with Clare County Council for the carrying out by Limerick City and County Council of the relevant statutory procedures, procuring the necessary design work, acquiring the land and carrying out the construction works and any other powers, functions and duties necessary for the Limerick City & Environs Flood Relief Scheme. The making of an agreements by a local authority under section 85 of the Local Government Act 2001 (as amended), is a reserved function.'*

The matter was also on the agenda of Clare County Council for consideration at their July Council Meeting dated 11/07/2022 - minutes enclosed.

*Is mise le meas*



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**SEAN COUGHLAN**

**DEPUTY CHIEF EXECUTIVE**

Dated his \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN**  
**LIMERICK CITY AND COUNTY COUNCIL**

One Part

**AND CLARE COUNTY COUNCIL**

Other Part

**SECTION 85 AGREEMENT UNDER THE LOCAL GOVERNMENT ACT, 2001**

**AN AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN**

**LIMERICK CITY AND COUNTY COUNCIL** of Civic Offices, Merchants Quay, Limerick (which expression shall include its successors and assigns) of the One Part.

**AND CLARE COUNTY COUNCIL** of Áras Contae an Chláir, New Road, Ennis, County Clare (which expression shall include its successors and assigns) of the Other Part.

**DEFINITIONS**

- a. "The First Council" shall mean Limerick City & County Council.
- b. "The Second Council" shall mean Clare County Council.
- c. "The Project" shall mean the Limerick City & Environs Flood Relief Scheme.
- d. "The Act" shall mean The Local Government Act of 2001.
- e. "The Functions" shall mean undertaking the relevant Surveys, Site Investigations, Procurement, Design, Construction activities and Maintenance for use in the Planning, Design, Construction and Handover phases of The Project.

**WHEREAS:**

- 1. The First Council and Second Council are desirous of carrying The Project as described in Schedule 1 hereto and is hereinafter called the "The Project" in accordance with the provisions of the Planning And Development Acts 2000-2018, the Local Government Acts 2001-2016, Arterial Drainage Act, 1945 and Arterial Drainage (Amendment) Act, 1995, Road Act 1993 -2015 and all other Acts.
- 2. The First Council has a Memorandum of Understanding as specified in Schedule 2 hereto which is in place with Commissioner of Public Works in Ireland (OPW) to progress the Limerick City & Environs Flood Relief Scheme and commitment to associated funding.

3. The First Council is the Local Authority for the functional area of Limerick City & County Council and will undertake the role of contracting authority for The Functions.
4. The Second Council is the Local Authority for the functional area of Clare County Council.
5. The First Council and the Second Council have agreed to enter into this Agreement under the Provisions of Section 85 of The Act for the purpose of carrying out The Functions.
6. The Office of Public Works has approved and funded the project to be undertaken by The First Council and The First Council would be best placed to implement and consent and/or approval for the project and to administer the contract.
7. The Second Council being of the opinion that, in relation to the design, construction and completion of the project, it would be more convenient if all statutory powers, functions and duties which may be exercised and performed by it to this extent were exercised and performed by The First Council on behalf of The Second Council being able and willing to exercise and perform the functions, powers and duties.
8. Separate parts of the lands on which The Project is to be developed lie within the functional areas of The First Council and The Second Council.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The parties hereto have agreed to enter into this Agreement under the provisions of Section 85 of the Local Government Act, 2001 and is of the opinion of The First Council that it would be more convenient that the powers, functions and duties relating to the carrying out of all the relevant statutory procedures, procuring the necessary design work and construction work and any other powers, functions and duties necessary in connection with The Project within the functional area of The Second Council should be exercised and performed by The First Council and The First Council is able and willing so to exercise and perform the said powers, functions and duties.
2. The First Council shall serve such notices, complete such contracts and agreements, pursue such negotiations and, generally do and perform all such matters and things as are necessary to the design, procurement, construction and handover of The Project and in particular shall acquire, by agreement or compulsorily, any land in the functional area of The Second Council that may be necessary for the execution, implementation and development of The Project.
3. The First Council shall apply to Office of Public Works for an allocation for the planning, design and construction costs and land costs of The Project and this Agreement is subject to funds being made available to the First Council.
4. The second Council shall consult with and shall provide The First Council and its officers with all information currently available to it which The First Council may require from time to time in relation to the design, construction and completion of the Project.
5. The Project shall be carried out under The First Council's powers and ongoing maintenance of the completed works will be the responsibility of both The First and Second Councils with funding provided by the Office of Public Works subject to an agreed programme.
6. Both the First Council and the Second Council agree with each other to cooperate and assist each other in the discharge of The Functions, to the extent that such assistance is compatible with the respective Council's statutory functions and this Agreement.
7. In the event of any dispute arising between the parties hereto as to the effect or interpretation of these presents or their respective rights or liabilities hereunder the same shall be referred to the arbitration of an Arbitrator agreed between the parties, and in default of agreement, appointed by the Minister for Housing, Planning and Local Government or the successor to such position, at the date of application, and

the Arbitrator so agreed or appointed shall have all the powers of an Arbitrator under the Arbitration Act 2010 and his or her decision shall be final and binding on the parties hereto.

8. 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 same shall be referred to and decided by Conciliators or by such other person as the said Authority may appoint and in that respect the decision of the said Authority or the person so appointed shall be final and binding on the parties hereto.
9. Reference to any Statutory Provision of this Agreement shall include reference to any amendment thereof and any regulation introduced in respect of any regulation or amendments to such Statutory Obligation.

**IN WITNESS** whereof Limerick City and County Council and Clare County Council have caused their respective Seals to be affixed hereto on the day and year first hereinbefore  
**WRITTEN**

**PRESENT** where the Corporate Seal of **COUNTY COUNCIL OF THE COUNTY OF LIMERICK** was affixed hereto:

Dated this            day of            2022

\_\_\_\_\_  
**NOMINATED MEMBER**

\_\_\_\_\_  
**CHIEF EXECUTIVE**

\_\_\_\_\_  
**SENIOR EXECUTIVE OFFICER CORPORATE SERVICIES**

**PRESENT** where the Corporate Seal of **COUNTY COUNCIL OF THE COUNTY OF CLARE** was affixed hereto:

Dated this 15<sup>th</sup> day of August 2022

Paul Hurry

**NOMINATED MEMBER**

Pat Dowling

**CHIEF EXECUTIVE**

Ana Byrne

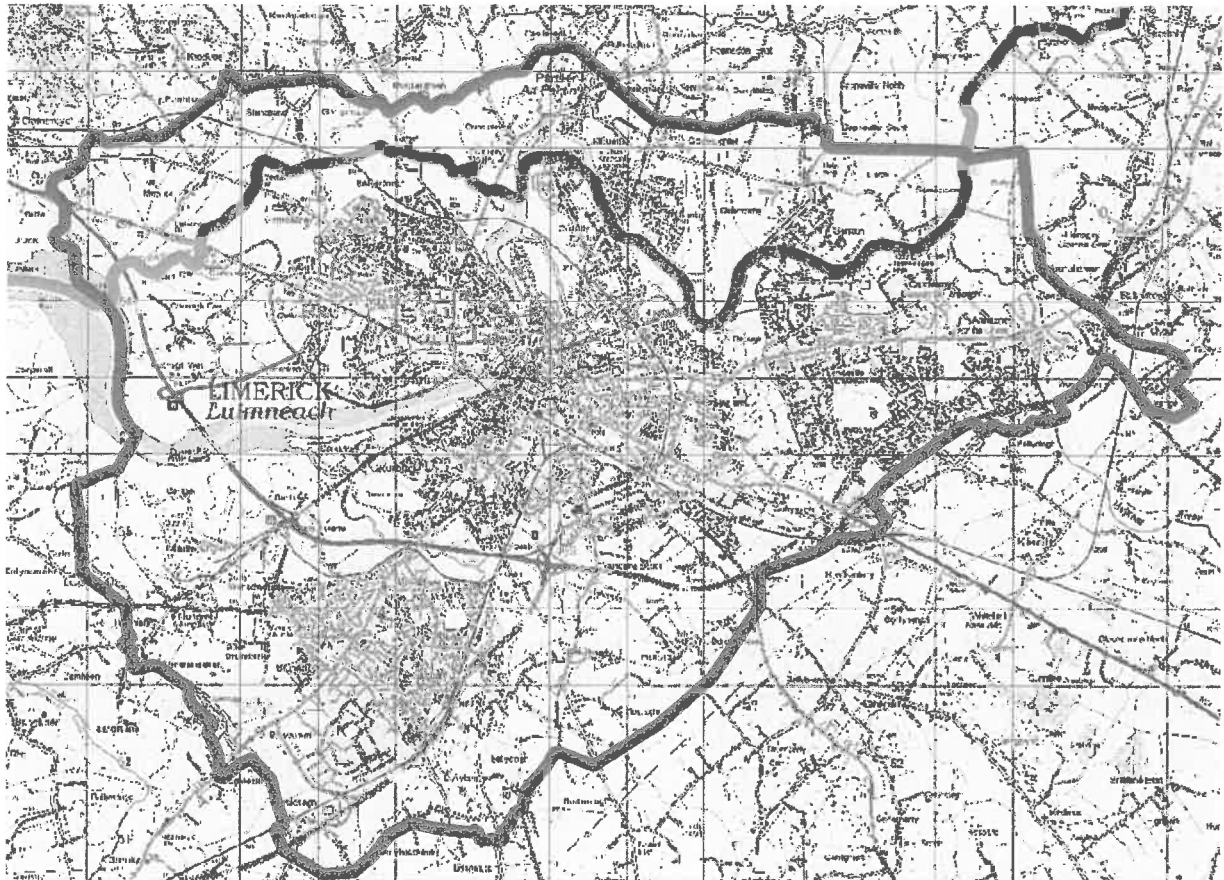
**SENIOR EXECUTIVE OFFICER CORPORATE SERVICES**



## SCHEDULE 1 HEREINBEFORE REFERRED TO

Limerick City & County Council are working with Clare County Council in advancing the Project for the benefit of all living and working within Limerick City & Environs.

The project area encompasses the City of Limerick and selected environs situated in both counties Limerick and Clare. The extent of the Scheme Area within Clare County is shown in the map below:



*Scheme Area outlined in Red. Clare / Limerick Boundary outlined in Green*



**SCHEDULE 2 HEREINBEFORE REFERRED TO**

**opw**

Limerick City & County Council

**MEMORANDUM OF UNDERSTANDING**

between

**LIMERICK CITY & COUNTY COUNCIL**

and

**THE OFFICE OF PUBLIC WORKS**

in respect of

**THE MANAGEMENT AND DELIVERY OF THE LIMERICK  
CITY & ENVIRONS FLOOD RELIEF SCHEME [to include  
King's Island as an accelerated scheme]**

**MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN THE OFFICE OF  
PUBLIC WORKS AND LIMERICK CITY & COUNTY COUNCIL**

In relation to the proposed

**LIMERICK CITY AND ENVIRONS FLOOD RELIEF SCHEME [to include King's  
Island as an accelerated scheme]**

This MoU is made between

The Commissioners of Public Works in Ireland whose principal place of business is Jonathan Swift Street, Trim, Co, Meath (the OPW); of the one part; and Limerick City & County Council having its principal office at Merchants Quay (the Council) and, together the parties, and each a party.

## Overview.

The OPW is the lead Agency for Flood Risk Management in Ireland. A key part of its role in this regard is to oversee and manage the implementation of a programme of investment in capital flood relief works. A capital allocation of €940 million has been included in this regard in the National Development Plan 2018 - 2027. This will underpin the implementation of the existing programme of flood relief projects and, in addition, a further 118 projects included in 29 Flood Risk Management Plans developed under the Catchment Flood Risk Assessment and Management (CFRAM) Programme. These projects have been brought to outline concept design in the Plans and require to be further developed to detailed project level design subject to further detailed assessments. A number of these additional projects have been prioritised for implementation in a first phase of investment. The Limerick City & Environs Flood Relief Scheme which includes King's Island as an accelerated scheme ("the Project") is one of those projects.

Limerick City & County Council formally adopted the Flood Risk Management Plans on the 23<sup>rd</sup> July, 2018. The Council is fully supportive of the OPW's plans and programmes of flood relief works as these align closely with its own strategic priorities at regional and local level to promote and progress initiatives and projects that will contribute to the sustainable development of cities, towns and communities. In the context of this shared common objective with the OPW, it has been agreed between the parties that the Council shall act as the lead body for the implementation and day to day management of the Project and the roles and responsibilities of the Council as set out in section 1 of this Agreement shall apply only in instances where the Council is assuming this lead role.

## Background:

- A. Having regard to their common desire and objective to implement the Project, the OPW and the Council have agreed that it would be more expeditious and convenient if the development and implementation of the Project was executed by the Council who, being willing and able to exercise all its statutory functions, powers and duties in relation to the implementation of the Project has agreed with the OPW to enter into this agreement.
- B. The purpose of this document is to provide a broad outline of the agreement that the parties have reached in relation to the progression of the Project.
- C. A Steering Committee will be established to oversee the procurement and delivery of the Project and to monitor the progress and implementation of the Project. The Committee will be chaired by the Council and will comprise representatives of the Council and the OPW. Following their appointment, external project consultants shall attend and service meetings of the Steering Committee. The Committee will meet on a monthly basis for the duration of the Project or as otherwise agreed between the parties. The Terms of Reference of the Steering Committee is set out in Appendix 1.
- D. Roles and Responsibilities: The general outline of roles and responsibilities of the various parties is set out in Appendix 2 and this shall form part of the agreement. More specific duties and responsibilities are set out hereunder.

It is agreed by the parties that:

1. The Council shall:

- 1.1 act as the Employer/Contracting Authority for all aspects of the Project and shall be responsible for the day to day management and running of the Project and be the central point of contact for all matters relating to the Project; the Council shall appoint a Project Manager/Co-ordinator for this purpose
- 1.2 use all best endeavours to ensure that the Project is delivered on time and within agreed budget
- 1.3 engage consultants to undertake the required design and environmental services for the Project — and may use the Consultants Frameworks put in place by the OPW for this purpose;
- 1.4 agree to be the Client under regulation 6(1) of the Safety, Health and Welfare at Work (Construction) Regulations 2013, and any amendment to them, for all aspects of the Project and in particular all necessary appointments under the said Regulations and the Safety, Health and Welfare at Work Act, 2005;
- 1.5 be responsible for complying with all public procurement, financial procedures, obtaining of all necessary licences and for complying with all legislative, planning and other consents;
- 1.6 indemnify the OPW against any and all costs, losses, claims, expenses and liabilities which may be incurred as a result of the Council's negligence or breach of this agreement, or breach of the contract by the Council with the Council's contractors or consultants specifically in relation to the execution and completion of the Project;

Liability under this indemnity is conditional on the OPW discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the OPW which may reasonably be considered likely to give rise to a liability under this indemnity (a Claim), the OPW shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Council, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Council (such consent not to be unreasonably conditioned, withheld or delayed).
- (c) give the Council and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the OPW, so as to enable the Council and its professional advisers to examine them and to take copies (at the Council's expense) for the purpose of assessing the Claim; and
- (d) subject to the Council providing security to the OPW's reasonable satisfaction, against any claim, liability, costs, expenses, damages or losses which may be

incurred, take such action as the Council may reasonably request to avoid, dispute, compromise or defend the Claim.

- 1.7 consult with and provide the OPW and its officers with all information which the OPW may require from time to time in relation to the execution of the Project; in particular, the Council shall seek the approval of the OPW prior to submission of the Project for planning, tender and contract award.
- 1.8 ensure that it has an effective risk management system in place, including the regular updating of a project risk register and shall notify the Steering Committee at the earliest opportunity of any major risk events occurring, including financial/cost risk, which could potentially impact on the delivery of the Project.
- 1.9 prepare a total project budget and associated cost benefit assessment for the Project in the standard form used by the OPW for project costing and cost benefit assessment purposes and, subject to the Project being cost beneficial, shall seek the approval of the OPW for funding of that budget and any revision to it prior to seeking tenders for the Project and/or the award of a works contract for the Project.
- 1.10 be responsible for managing the expenditure and for cost control on the Project within the agreed budget in accordance with all required public financial management procedures and shall ensure that all material and unavoidable cost increase issues which may arise during the execution of the Project are brought to the attention of the Steering Committee as early as possible with a full explanation of the reasons for the increase.
- 1.11 be responsible for all legal and contractual requirements regarding payments to consultants and works contractors.
- 1.12 make requests to the OPW for payment - at least on a quarterly basis or more regularly if appropriate e.g. to coincide with monthly certified payments to main works contractors - to reimburse it for all eligible, valid and vouched expenditure and costs incurred on the Project and all such requests shall be accompanied by a statement of expenditure actually incurred, as certified by the Director of Services responsible for the Project in the Council. The Council will satisfy itself as to the accuracy and correctness of any payment requests submitted. Copies of all relevant invoices, payment certificates and other relevant supporting documentation shall be maintained by the Council for inspection and audit purposes.
- 1.13 be responsible for managing all dispute resolution procedures in relation to claims from contractors and shall keep the Steering Committee and the OPW informed of the position in relation to the progress of all such procedures.
- 1.14 be responsible for the carrying out of future maintenance of the Project when completed, with the costs of such maintenance being provided by the OPW in accordance with a maintenance programme and protocol agreed between the parties.

## 2. The OPW shall:

- 2.1 be responsible as the sanctioning authority for deciding ultimately on the advancement and funding of the Project based on clear evidence of the technical, environmental and economic viability of the Project and will provide all necessary approvals and decisions in relation to the Project to the Council when and as appropriate in a timely manner.
- 2.2 subject to clause 2.1 foregoing, apply and provide to the Council the funds necessary to cover the valid costs of all necessary studies and works in relation to the Project; where the Council considers that additional experienced staff resources are required, solely dedicated to the implementation of the Project under this agreement, funding for such staff may be available from the OPW on submission of a business case for such staff by the Council to the OPW.
- 2.3 examine and consider all requests for payment from the Council and ensure that payments due to the Council are made to the Council in a timely and efficient manner during the course of the Project to ensure no financial liability or loss to the Council on the submission of regular and valid requests for funding from the Council;
- 2.4 provide to the Council any information within its possession that the Council requires in connection with the design of the Project;
- 2.5 through its membership of the Steering Committee provide to the Council such technical support as it is in a position to provide on specialist flood relief and risk management matters.
- 2.6 co-operate fully with and support the Council in all respects and where and when necessary in relation to the exercise and performance by the Council of the statutory powers, functions, and duties undertaken by it under this agreement.
- 2.7 indemnify and keep indemnified the Council against all costs, losses, claims, expenses and liabilities howsoever arising from acts of the OPW or its servants and/or agents in relation to the execution of this agreement save for negligence or breach as provided for in clause 1.6 of this agreement.

## 3. Intellectual Property

The Council shall obtain from its contractors, consultants, and suppliers for the Project the intellectual property rights it would normally expect to receive, including nonexclusive, non-terminable worldwide royalty-free licences to use any patented components of the Project for all purposes in connection with the Project, and to use and copy all designs, reports, calculations, models, software, operation and maintenance manuals and other documents required for the completion of the Project. The Council shall also obtain an indemnity from such contractors, consultants and suppliers, which will indemnify the Council and the OPW against any and all liability resulting from infringements of property (including intellectual property) rights of any persons in



connection with the above-mentioned intellectual property or patented designs for which the Council obtains a licence.

#### 4. Force Majeure

4.1 Force Majeure means any event or combination of events or circumstances (other than the lack, non-receipt or unavailability of financial resources or funds) which is beyond the control of the party and which prevents that party from or causes hindrance, delay or impediment to that party fulfilling all or any of its obligations under the agreement. If either party is rendered unable wholly or in part by Force Majeure to carry out its obligations (other than the payment of money) under this agreement, it shall as soon as be reasonably practicable after becoming aware of the occurrence of the event or circumstances of Force Majeure give written notice to the other party giving full particulars of the event or circumstances and of the obligations which cannot as a result be performed. The party giving notice shall from then be excused from liability from non-performance of such obligations, subject to clause 4.2, to the extent and for so long as the inability to perform the obligations as a result of the event or circumstances of Force Majeure may continue. For the avoidance of doubt, the relief from liability for non-performance of any obligation under this clause 4 shall not affect the existence of that obligation for the purposes of any other provision of the agreement.

4.2 A party seeking relief from liability for the non-performance of any obligations under this agreement as a result of Force Majeure shall use all reasonable endeavours to prevent, avoid, overcome or mitigate the effect of such occurrence and shall on request in writing from the other party give full details of the measures it is taking in that regard.

#### 5. General

5.1 Each party shall comply with the law in performing its obligations under this agreement. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Irish law and subject to the exclusive jurisdiction of the Irish Courts.

5.2 No party shall, nor shall it purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this agreement nor grant, declare create or dispose of any right or interest in it, or sub-contract the performance of any of its obligations under this agreement or agree to do any of the foregoing, without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

5.3 No variation of this agreement shall be effective unless it is in writing and executed by the parties hereto.

5.4 Should any dispute between the parties arise out of or in connection with this agreement then, in the first instance, the parties shall use all reasonable endeavours to achieve an amicable agreement including referral to senior management in their respective organisations. If the parties are unable to reach agreement, the dispute

shall be referred to mediation in accordance with the Engineers Ireland Mediation Procedure.

5.5 This agreement and the relationship and obligations of the parties under it will be kept under review and will be amended if necessary and as agreed between the parties, both acting reasonably. Nothing in this agreement prevents the making of arrangements to meet any exceptional needs.

5.6 Detailed Schedules, including a Maintenance Schedule, may be appended to this agreement as they are developed throughout the life cycle of the Project.

## SIGNATURES

  
\_\_\_\_\_  
The Appointed Signatory  
Signed: \_\_\_\_\_  
The Appointed Signatory  
LIMERICK CITY & COUNTY COUNCIL

Date: 11th May 2 ROD

Signed: \_\_\_\_\_  
The Appointed Signatory  
The COMMISSIONERS OF PUBLIC WORKS IN IRELAND

Date: \_\_\_\_\_

## Appendix 1

Terms of Reference for the Steering Committee to oversee the implementation of the Limerick City & Environs Flood Relief Project including King's Island as an accelerated scheme.

The Steering Committee, under the Chairmanship and direction of Limerick City & County Council, will oversee and steer the delivery of all aspects of the Project through all stages in order to ensure its successful completion on time, within budget and to an acceptable standard in accordance with the sanctioning authority approvals and relevant national and EU regulations and guidelines.

The Steering Committee includes representatives each from:

- Limerick City & County Council • Office of Public Works

The design team consultants, primarily the Engineering Consultants and Environmental Consultants, will attend and service meetings of the Steering Committee while not being members of the Committee. The Steering Committee, may, at its discretion, invite other parties involved in any aspect of the work being undertaken to deliver the Limerick City & Environs Flood Relief Project which includes King's Island, to attend its meetings and report on their activities.

The Steering Committee will normally meet monthly during the course of the Project unless it is agreed to defer any monthly meeting.

The main areas of responsibility of the Steering Committee are to:

- direct the project management, planning, design, cost control and procurement of all phases of the Project
- prior to the appointment of consultants ensure that the scope of services/brief of requirements for the appointment of engineering design and environmental consultants is completed and issued for tender in a timely manner
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- ensure that the tender competition for the appointment of engineering design and environmental consultants is carried out in an efficient, effective and timely manner leading to the successful appointment of consultants
- ensure that effective project management and monitoring systems are in place and operating satisfactorily in accordance with the requirements of the Capital Works Management Framework and the Public Spending Code
- ensure a project programme is prepared and agree all major project milestones and deliverables having regard to the efficacy, standard, cost and stakeholder acceptance of the flood risk management measures that will constitute the Project
- manage the progress of the Project through review of regular (monthly) progress reports from the main engineering consultants
- discuss any key issues, proposals and problems raised in the progress reports and provide direction or assistance where appropriate, having regard to the regulatory, quality, cost and time impacts on the Project; it will be the aim of the Steering Committee to resolve issues which may arise during the course of project implementation and refer only unresolved significant issues involving changes in project scope or budget to the sanctioning authority for approval

- ensure that all procurement process and evaluation of tenders is carried out in accordance with national and EU regulations and guidelines and making the necessary recommendations to the sanctioning authority
  
- ensure that an appropriate budget is in place for the Project and specifically that a Total Project Cost Budget and associated Cost Benefit Appraisal is in place at all appropriate project milestones, in particular prior to submission for approval of sanctioning authority to proceed to planning, to tender and awarding of contract.
  
- ensure that a post project review is undertaken in accordance with the relevant provisions of the Public Spending Code

## Appendix 2

Roles and responsibilities regarding the delivery of the Limerick City & Environs Flood Relief Scheme which includes King's Island as an accelerated scheme.

Below sets out the roles and responsibilities for the various parties to the Project in the context of the local authority assuming the lead role for the management and delivery of the Project

### 1. Sanctioning Authority— Office of Public Works

The Office of Public Works is the sanctioning authority. The sanctioning authority has responsibility for the provision of project funding, project approvals at key milestones including for economic appraisal, project budgets and changes in scope of Project or to budgets. It also approves procurements and tender reports prior to award of contracts. The sanctioning authority must ensure that its approvals are in line with relevant Government decisions, procurement legislation and public financial management. It will also ensure that the Project meets the appraisal requirements in accordance with the guidelines of the Public Spending Code. The sanctioning authority is represented on the Project Steering Committee.

### 2. Sponsoring Agency — Limerick City & County Council

Limerick City & County Council is the sponsoring agency for the Project, and acts as the client/employer in relation to fulfilling all requirements in this regard under the Capital Works Management Framework and the Public Works Contract. The sponsoring agency is responsible for the preparation of the project appraisal/cost benefit assessment as set out in the Public Spending Code and for ensuring the timely presentation of up to date appraisals at key project milestones for approval by the sanctioning authority. The sponsoring agency shall seek approval of the sanctioning authority prior to (i) submission of the Project for statutory planning processes, (ii) seeking tenders and (iii) awarding of contracts. It is the responsibility of the sponsoring agency to ensure that the Project is delivered in accordance with the sanctioning authority approvals. The sponsoring agency will chair the Steering Committee.

### 3. Employer/Contracting Authority — Limerick City & County Council.

Limerick City & County Council will be the Employer/contracting authority. It will provide or procure the provision of planning, design, procurement and project management services for the Project. It will act in the statutory role of client for Building Control Regulation and Health and Safety Regulation. It will enter into contracts with consultants and contractor(s) for delivery of the Project. It will provide all necessary day to day project management services throughout all phases of the Project and will procure and appoint any technical consultants necessary for completion of the Project.

Limerick City & County Council will ensure that all elements of the Project are procured in accordance with E.U and National rules. The Project will be procured using the Capital Works Management Framework (CWMF) contracts.

### 4. Steering Committee

The Steering Committee is chaired by the sponsoring agency and reports to the Sanctioning Authority. See separate note for the Terms of Reference and membership of the Steering Committee.