



Dated this XX Day of XX 2022

BETWEEN

TIPPERARY COUNTY COUNCIL (The Lead Authority)

One Part

AND

WATERFORD CITY AND COUNTY COUNCIL (The Client Authority)

Other Part

**AGREEMENT FOR THE CARRYING OUT OF THE LOCAL AUTHORITY
WATERFORD GREENWAY AND SUIR BLUEWAY TIPPERARY FEASIBILITY
PROJECT**

“WATERFORD GREENWAY TO SUIR BLUEWAY FEASIBILITY PROJECT”

AN AGREEMENT

BETWEEN

TIPPERARY COUNTY COUNCIL having its principal offices at Civic Offices, Limerick Road, Nenagh, Co. Tipperary (hereinafter called “the Lead Authority”) of the One Part;

AND

Waterford City and County Council having its principal offices at City Hall, The Mall, Waterford (hereinafter “the Client Authority”) of the Other Part;

WHEREAS

1. Tipperary County Council and Waterford City and County Council are seeking to develop a feasibility study to assess the potential for the development of a Greenway as a potential recreational amenity and tourism project from the existing Waterford Greenway near Kilmeadan, Co. Waterford to the Suir Blueway at Carrick on Suir, Co. Tipperary.
2. This Project forms part of an overall vision and strategy for the development of an integrated network of greenways and blueways, as outdoor recreational amenities, for the South and South East region
3. Tipperary County Council and Waterford City and County Council now wish to appoint an integrated multi-disciplinary team to carry out an Overall Concept & Feasibility Appraisal (in order to meet national guidance re Development of Greenways) Constraints and Route Option Selection & Constraints Report with recommendation of Preferred Route.
4. For the feasibility study area, the Lead Authority and the Client Authority consider that, in the interests of efficiency and effectiveness, the Waterford Greenway to Suir Blueway Feasibility Project should be completed by the Lead Authority on behalf of the other local authority.
5. The Lead Authority should have the authority to carry out all necessary executive functions to complete the Waterford Greenway to Suir Blueway Feasibility project including (but not limited to) the functions of a Road Authority set out in Section 13 of the 1993 Roads Act as interpreted by that Act.

THEREFORE:

Tipperary County Council and Waterford City and County Council (Client Authority) make this Agreement as follows.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Lead Authority and the Client Authority agree that the powers, Executive Functions of the Client Authority as a Local Authority and as a Roads Authority however arising, insofar as they relate to the implementation of the Waterford Greenway to Suir Blueway Feasibility Project within the functional area of the Client Authority may be exercised and performed by the Lead Authority on behalf of the Council in accordance with this agreement.

Commencement and Duration:

2. This Agreement will commence from the date hereof being the date of execution by the Client Authority of an agreement with the Lead Authority and operates for a period of **Two years** from that date unless otherwise agreed by the Lead Authority and the Client Authority therein listed.

Scope:

3. The Lead Authority shall serve such notices, administer and complete such contracts and agreements, pursue such negotiations and, generally do and perform all such matters and things as are necessary to ensure the undertaking of the Waterford Greenway to Suir Blueway Feasibility Project.
4. Without prejudice to the generality of Clause 3 above, and for purposes of clarity, the following is agreed between the parties:
 - a. The Lead Authority shall manage any contracts including undertaking the role of Client or similar in any contractual arrangements necessary to undertake the Waterford Greenway to Suir Blueway Feasibility Project. The Lead Authority shall also ensure that the necessary appointments are made under any Safety Health and Welfare legislation including appointments under the Construction Regulations.
 - b. The Lead Authority may accept completion of any works completed as part of the Waterford Greenway to Suir Blueway Feasibility Project at its sole discretion. Once the Lead Authority notifies the Client Authority in writing of the completion and acceptance of any works within the functional area of the

Client Authority, the Client Authority shall assume responsibility for the completed works and its maintenance.

Performance:

5. The Lead Authority shall consult with the Client Authority in the region prior to issuing any tender for work under the Waterford Greenway to Suir Blueway Feasibility Project.
6. The Lead Authority will perform and generally carry out its obligations under this agreement with the skill, care, diligence, efficiency and professional conduct reasonably to be expected from a Local Authority with resources including suitably qualified and experienced staff. It will require any agents or contractors used in the delivery of the project to perform the same to an equal standard as its own staff.
7. The Client Authority for its part will assist and cooperate with any requests for information including providing available inventory information to facilitate the Project.
8. The Client Authority shall also facilitate and cooperate with the Lead Authority regarding general communications regarding the Project to local media, elected members and the public.
9. The Client Authority and Lead Authority shall nominate staff to liaise on the project and these staff shall meet at least quarterly during the duration of this Agreement.

Indemnity and Liability:

10. The Client Authority covenants with the Lead Authority to indemnify the Lead Authority from and against any actions, claims or demands arising out of the exercise by the Lead Authority of the powers functions and duties as they relate to the implementation of the Waterford Greenway to Suir Blueway Feasibility Project within the functional area of the Client Authority.
11. The Lead Authority shall ensure that any indemnifications or insurances procured by it as part of the project with contractors or agents extend to the Client Authority.

Funding

12. Before the Lead Authority awards any contract for the Waterford Greenway to Suir Blueway Feasibility Project the Lead Authority and Client Authority shall agree the amounts due by the Client Authority under the contract and the Client Authority shall provide a purchase order for that amount to facilitate the payment process as between the Council and the Lead Authority.
13. In the event that a variation, instruction or order arises in any contract procured by the Lead Authority that increases the cost of the project for the Client Authority the Lead Authority will inform the Client Authority of that event as soon as possible. The



Client Authority shall adjust the amount of their purchase order accordingly subject to the limits of any adjustments being agreed at the time of award of the contract (see 10).

14. The Client Authority will pay amounts due for work completed as part of the Waterford Greenway to Suir Blueway Feasibility Project upon Certification by the Lead Authority nominated staff to the effect that works have been carried out in accordance with the main contract. Payment to the Lead Authority shall be within 15 days of certification and presentation of an invoice.

Cooperation:

15. Subject to such restraints as apply to them as public authorities, the Lead Authority and the Client Authority will support reciprocal co-operation in performing this Agreement and completing the Waterford Greenway to Suir Blueway Feasibility Project- for example
 - i. in implementing any change management arrangements necessary to support the project
 - ii. in dealing with relationships between personnel, consultants, agents etc.
 - iii. for informed consultations;
 - iv. in arranging mutually suitable timing in relation to the delivery of the Project and taking account of the other party's priorities at a given time;
 - v. for orderly suspension (where necessary) and resumption of the Project;
 - vi. to minimise problems and delays (irrespective of responsibility for such);

Disputes:

16. Dispute resolution shall follow the process set out in the LGMA's PMO User Guide: Delivery of the CCMA Shared Service Programme. The escalation process for dispute resolution and the rapid response mechanism to apply shall be as set out in paragraph 6.7 of the User Guide.

General

17. Reference to any statutory provision in this Agreement shall include reference to any amendment thereof and any regulations introduced on foot of thereof.

WITNESS WHEREOF the parties hereto have hereunto set their seals the day and year first herein written.

PRESENT when the seal of

Lead Authority

Was affixed hereto:

Director of Service/Approved Officer

Authenticated By:

Nominated Officer

THE SEAL OF THE CITY & COUNTY COUNCIL OF THE

Waterford City and County Council (Client Authority) was affixed hereto by:

Director of Service/Approved Officer

Authenticated By:

Nominated Officer

Dated this day of 2022

Between:

Tipperary County Council

One Part.

And

Waterford City and County Council

Other Part

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