



Dublin Mountains Partnership

Memorandum of Understanding

2021 - 2025

Introduction

The role of the Dublin Mountains Partnership (DMP), since it was formed in 2008, has been to provide and manage sustainable recreation in the Dublin Mountains on state lands.

In 2018, a strategic review of the DMP was commissioned to critically review the DMP and to set its future direction. The result is the DMP Strategic Plan 2021-2025 (the Plan) which provides a framework for the DMP to guide decision-making.

Building on the outcomes of the previous strategic plan, its preparation followed a highly participative process of facilitated engagement with a broad range of interested individuals and organisations who came together to explore the issues and identify the opportunities associated with facilitating the recreational enjoyment of the Dublin Mountains whilst looking after their special qualities. The Plan also builds on the work delivered in the first 12 years of the DMP and adds a focus on protecting the environment and raising awareness of the multiple benefits that the Dublin Mountains provide.

The revised vision, as stated within the Plan is:

The Dublin Mountains is an area of outstanding beauty and a place for sustainable outdoor recreation where people can enjoy the hills, learn about and care for their environment and culture whilst respecting resident communities, neighbouring landowners and other recreation users.

Working in Partnership

The Plan identifies a new structure for the DMP (see Appendix 1) with greater stakeholder input through two new advisory fora. The Dublin Mountains Initiative (DMI), a founding partner of the DMP will lead the Recreation Forum and will no longer be a DMP Partner.

The DMP has successfully operated under a Memorandum of Understanding (MoU) basis between 2008 and 2020.

During the strategic review process consideration was given to changing the basis of the partnership into one with a legal standing, but consensus was reached among the partners to continue to operate on the basis of a memorandum of understanding.



This new MoU has been drafted to facilitate the implementation of the four strategic themes of the Plan through commitments made by partner organisations on funding and sharing of expertise.

Basis of Memorandum of Understanding (MoU)

The parties to this MoU acknowledge that:

- Each party has come to this process in a spirit of collaboration
- The basis of the MoU is partnership and
- Consensus should be the basis on which all decisions are taken, and all progress made.

Understanding of Parties

1. Parties to the MoU

The parties (**the Parties**) to this MoU shall be: -

- Coillte
- Dublin City Council
- Dun Laoghaire Rathdown County Council
- National Parks and Wildlife Service
- South Dublin County Council

2. The Dublin Mountains Partnership

This Memorandum of Understanding (MoU) will continue the Dublin Mountains Partnership and is not legally binding.

3. Constitution of the Dublin Mountains Partnership

The Partnership will be managed by a management group, hereafter referred to as the "Board".

- Each party to this MoU shall be entitled to a maximum of **three representatives** on the Board of the Dublin Mountains Partnership and to **one vote**.
- It will be the aim of the Dublin Mountains Partnership to reach all board decisions, wherever possible, by consensus.
- The board will meet a minimum of four times a year.
- The Quorum for meetings of the Board is 50% of partner organisations plus one.
- The procedure for election of the DMP Board Chair and Vice-Chair is as set out in Appendix 2.
- The Dublin Mountains Partnership may invite applications from other appropriate organisations to join the Dublin Mountains Partnership, subject to the ratification by the invited organisation of the terms of this MoU.
- Subject to the agreement of all the parties, additional organisations may be temporarily co-opted to the Dublin Mountains Partnership. Organisations co-opted on this basis shall not be entitled to have a vote in the decisions of the Dublin Mountains Partnership.



- Only Items that have been progressed through a DMP Committee are to be submitted to the Board for a decision.
- DMP Board draft meeting minutes shall be submitted to Chair and Vice-Chair for review before being circulated to the rest of the Board.
- Outstanding actions from DMP Board meetings will continue to be reported in DMP Board Meeting minutes until they have been documented as being closed out in a set of board meeting minutes.
- Where appropriate, departure gifts should be issued to long serving members of the DMP Board who are in good standing with the Board at the time of leaving. Long service DMP Board membership is defined as serving as a member of the DMP Board for an unbroken period of 6 years or greater. The gift is to be of nominal value only.

The work of the Board will be supported by five committees, working in the areas of:

- a. Strategy
- b. Governance Stakeholder & Volunteering
- c. Promotion, Education & Tourism
- d. Finance
- e. Planning & Operations.

4. Business of the Dublin Mountains Partnership

The business of the Dublin Mountains Partnership will be to implement the Dublin Mountains Partnership Strategic Plan 2021 – 2025 (the Plan).

5. Dublin Mountains Partnership Area of Responsibility

- The Dublin Mountains Partnership shall manage recreation and related activities on lands in public ownership in the greater Dublin Mountains area.
- No property interest in any party's lands will be created as a result of the establishment of the Partnership.
- While it is the objective of the Dublin Mountains Partnership to improve the management of recreation and its related impacts across the Dublin Mountains area, any proposals that affect land outside the ownership or control of the partner bodies will be addressed by consultation and agreement with the land owners/occupiers and will be subject to the normal statutory processes in this regard.

6. Dublin Mountains Partnership Strategic Plan 2021-2025 (the Plan).

- All parties acknowledge their agreement with the Plan and their commitment to the achievement of the objectives and actions set out in the Plan under the four strategic themes:
 - Protect the Resource,
 - Provide for Recreation,
 - Partner for Success and
 - Promote the Benefits.



- All parties acknowledge their commitment to the development of and operation within the enhanced Governance Management & Advisory Structure as set out in the Plan and Appendix 1 below.
- All parties shall commit to the projected five-year Programme of Funding/Resource provision as set out in Section 12 which will be carried forward on a three-year rolling basis.
- The Plan will be subject to a mid-term review commencing in 2023.

7. Duration of Commitment

The commitment of the parties to this MoU is for a period of five years and this period will be extended with the agreement of the parties.

8. Functions of the Dublin Mountains Partnership

The DMP shall be responsible for the achievement of the objectives and actions as set out under the four strategic themes of the Plan. In pursuit of these objectives, the Dublin Mountains Partnership will, as required, carry out the following functions:

- Secure the required operational and capital funding to achieve those objectives.
- Agree the annual works programme, both capital and operational through input from the board, committees and advisory fora.
- Approve annual budgets, both capital and operational.
- Initiate and deliver projects where deemed appropriate. This includes contribution to delivery of the Coillte Nature Dublin Mountains Makeover (the Dub Mtns forest conversion project)
- The Dublin Mountains Partnership shall manage recreation and related activities, on lands in public ownership and may engage with suitable volunteer efforts where available to assist in this role.
- Have a key role in informing the public of the recreation 'service' provided by the Partnership
- Operate a Volunteer Ranger Service.
- Consult with stakeholders and interest groups through the new Advisory Fora and through other methods to be agreed at inception of each project.
- Have in place appropriate insurance cover for the hosting of DMP events (guided walks, training days, litter picks etc.) and the DMP Volunteer Ranger Service. The Partners agree to fully facilitate DMP events on their lands.



9. Delegated Functions of the Dublin Mountains Partnership

Where the performance of Dublin Mountains Partnership functions to implement the Plan requires company status to effect, the DMP will delegate this function to the appropriate Party/Parties who will act as agent for the DMP. For the duration of this MOU, the agent will be Coillte.

Such functions might include:

- a. Provide day to day management support to the Dublin Mountains Partnership Manager.
- b. Provide office accommodation, phone, computer facilities, access to GIS and other technical support services.
- c. Provide accounting services including monthly budget holder reports.
- d. Provide procurement, purchasing and contracting services including accounts payment.
- e. Provide all Human Resource functions including recruitment of staff, compliance with all Health & Safety and workplace directives.
- f. Manage the Volunteer Ranger Programme.
- g. Forming suitable partnerships to progress individual capital projects where deemed appropriate.
- h. Commissioning and leasing of assets.
- i. Ownership of assets on behalf of the Partnership. This can only be facilitated through legally binding agreement and held in perpetuity on behalf of the Partnership.

10. Reporting Relationships of Dublin Mountains Partnership

The Dublin Mountains Partnership shall issue an agreed report on Implementation of the Plan to the Parties on an Annual basis.

11. Dublin Mountains Partnership Operational Staffing Structure

- a. The Dublin Mountains Partnership operational management staffing structure will be as recommended in the Plan, (see Appendix 1) and will be subject to review by the Dublin Mountains Partnership on an annual basis throughout the period of the Plan.
- b. The Dublin Mountains Partnership Manager will report to the Dublin Mountains Partnership board, as and when required, on the implementation of the annual works programme.

12. Resources to support and manage the Dublin Mountains Partnership

Dublin Mountains Partnership will seek to secure capital funding from all appropriate sources to implement approved projects through a partnership approach with DMP parties and third parties. The DMP as a non-legal entity operating under an MoU cannot secure funding in its own right at present.



Dublin Mountains Partnership

The achievement of DMP themes, objectives and actions set out within the strategic plan are estimated to cost €332,000 per annum increasing to €455,000 per annum during the next five-year MoU duration (funding projections in Appendix 3)

Funding and resources will be provided by the partner organisations on the basis of a 3-year rolling commitment as follows:

a. Coillte Contributions to DMP 2021-2025

At the request of the other Parties, Coillte will act as agent for the Dublin Mountains Partnership and in so doing will make available to the Dublin Mountains Partnership the resources listed in Section 9.

In addition Coillte, will contribute to the funds of the Dublin Mountains Partnership, all payments it receives from recreation-related commercial long-term licences (i.e. greater than 2 years duration) established in its forests within the Dublin Mountains Partnership area by third parties e.g. Bike hire facilities on Coillte lands; aerial ropes course on Coillte lands etc.

Coillte also commits to providing, free of charge, professional, technical, and other support that is available from normal resources to assist in the achievement of the Plan objectives.

The operational costs to deliver the Dublin Mountains Makeover will be undertaken by Coillte and excess costs above grant funding will be covered by DMP funding. The excess costs are projected at €100k per annum and this cost is included in the operational projections for DMP for the duration of this MOU. These commitments and costs will be subject to a mid-term review commencing in 2023.

b. Local Authority (DLR CC, SDCC, DCC) contributions to DMP 2021-2025

The local authorities will make funding contributions to the DMP in line with projections in Appendix 3.

In addition, the Local Authorities commit to providing, free of charge, professional, technical, and other support that is available from normal resources to assist in the achievement of the Plan objectives. These commitments will be subject to a mid-term review commencing in 2023.

c. National Parks and Wildlife Service contributions to DMP 2021-2025

NPWS for each of the 5 years, 2021 – 2025, will:

- Provide advice and expertise of NPWS on natural environment issues, habitats, Natura 2000 sites, protected species, visitor management, trail building advice, links with NPWS properties and other conservation land management issues.
- Subject to the constraints of Natura 2000 Designations and the Wicklow Mountains National Parks Management objectives, undertake capital



Dublin Mountains Partnership

works, other projects and DMP initiatives in the WMNP within the Dublin Mountains Partnership area and adjacent WMNP lands (in Co Wicklow)

- Provide and assist in any relevant training/education for Dublin Mountains Partnership staff and volunteers.
- These commitments will be subject to a mid-term review commencing in 2023.



13. Review of the agreement

The MEMORANDUM OF UNDERSTANDING shall be reviewed three years from date of signing of the agreement.

The agreement can be extended for a period of up to three years, by agreement of all Partners

14. Withdrawal from the Agreement

- 1) Any Party to the MEMORANDUM OF UNDERSTANDING may withdraw from the agreement following 12 months' notice. All monies due up to the withdrawal date must be paid in full.
- 2) The MEMORANDUM OF UNDERSTANDING may be terminated, at any time, by all parties by mutual agreement

Nothing In this MEMORANDUM OF UNDERSTANDING shall create a legal partnership between the parties.

15. Counterparts

This MoU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Signed:

Coillte DAC

Date: 03/03/2022

Dublin City Council

Date: 02/02/2022

Dun Laoghaire Rathdown County Council

Date: 11/03/2022

National Parks and Wildlife Service

Date:

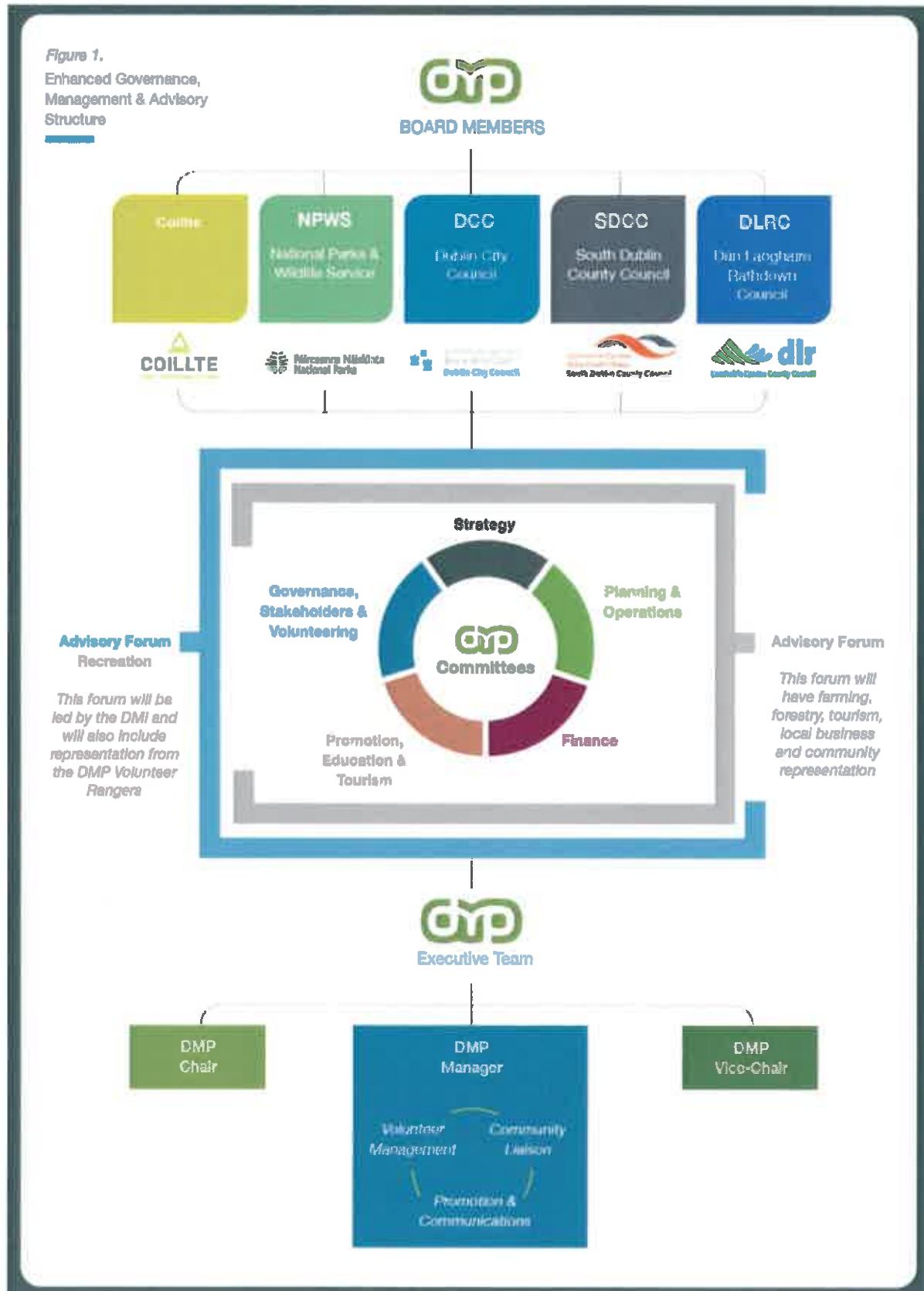


Dublin Mountains Partnership

South Dublin County Council

Date:

Appendix 1: New DMP Management & Advisory Structure





Appendix 2: Election of Chair and Vice-Chair

- There shall be one vote per signatory organisation.
- The chairperson to be elected Initially for a period of two years.
- The outgoing chairperson can be nominated for re-election, but for a further one year only.
- The process to elect a new chairperson shall be flagged by the DMP manager two months prior to the end of the current term.
- Any member of the board is entitled to be nominated or to propose themselves.
- Nominations are to be forwarded to the DMP manager one month prior to the election.
- Nominations to be circulated to all board members two weeks in advance of the election.
- Voting is to be by secret ballot.
- The quorum shall be 50% of the eligible organisations plus one.
- In the event of a tie, the Chair shall have the casting vote but cannot vote for themselves.
- In the event of the Chairperson not being able to attend a board meeting or other DMP related event, they shall nominate a deputy in advance.



Appendix 3: DMP financial projections 2021-2025

Funding (€'000)	2021	2022	2023	2024	2025	Total
DCC	100	120	120	120	120	580
SDCC	120	120	120	150	150	660
DLR	90	150	120	150	150	660
Licence revenue	22	22	22	22	25	113
Funding total	332	412	382	442	445	2,013



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Funding and resources will be provided by the partner organisations on the basis of a 3-year rolling commitment as follows:

a. Collite Contributions to DMP 2021-2025

At the request of the other Parties, Collite will act as agent for the Dublin Mountains Partnership and in so doing will make available to the Dublin Mountains Partnership the resources listed in Section 9.

In addition Collite, will contribute to the funds of the Dublin Mountains Partnership, all payments it receives from recreation-related commercial long-term licences (i.e. greater than 2 years duration) established in its forests within the Dublin Mountains Partnership area by third parties e.g. Bike hire facilities on Collite lands; aerial ropes course on Collite lands etc.

Collite also commits to providing, free of charge, professional, technical, and other support that is available from normal resources to assist in the achievement of the Plan objectives.

The operational costs to deliver the Dublin Mountains Makeover will be undertaken by Collite and excess costs above grant funding will be covered by DMP funding. The excess costs are projected at €100k per annum and this cost is included in the operational projections for DMP for the duration of this MOU. These commitments and costs will be subject to a mid-term review commencing in 2023.

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Dublin Mountains Partnership

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Signed:

Collite DAC

Date: 03/03/2022

Dublin City Council

Date: 03/03/2022

Dun Laoghaire Rathdown County Council

Date: 14/03/2022

National Parks and Wildlife Service

Date:

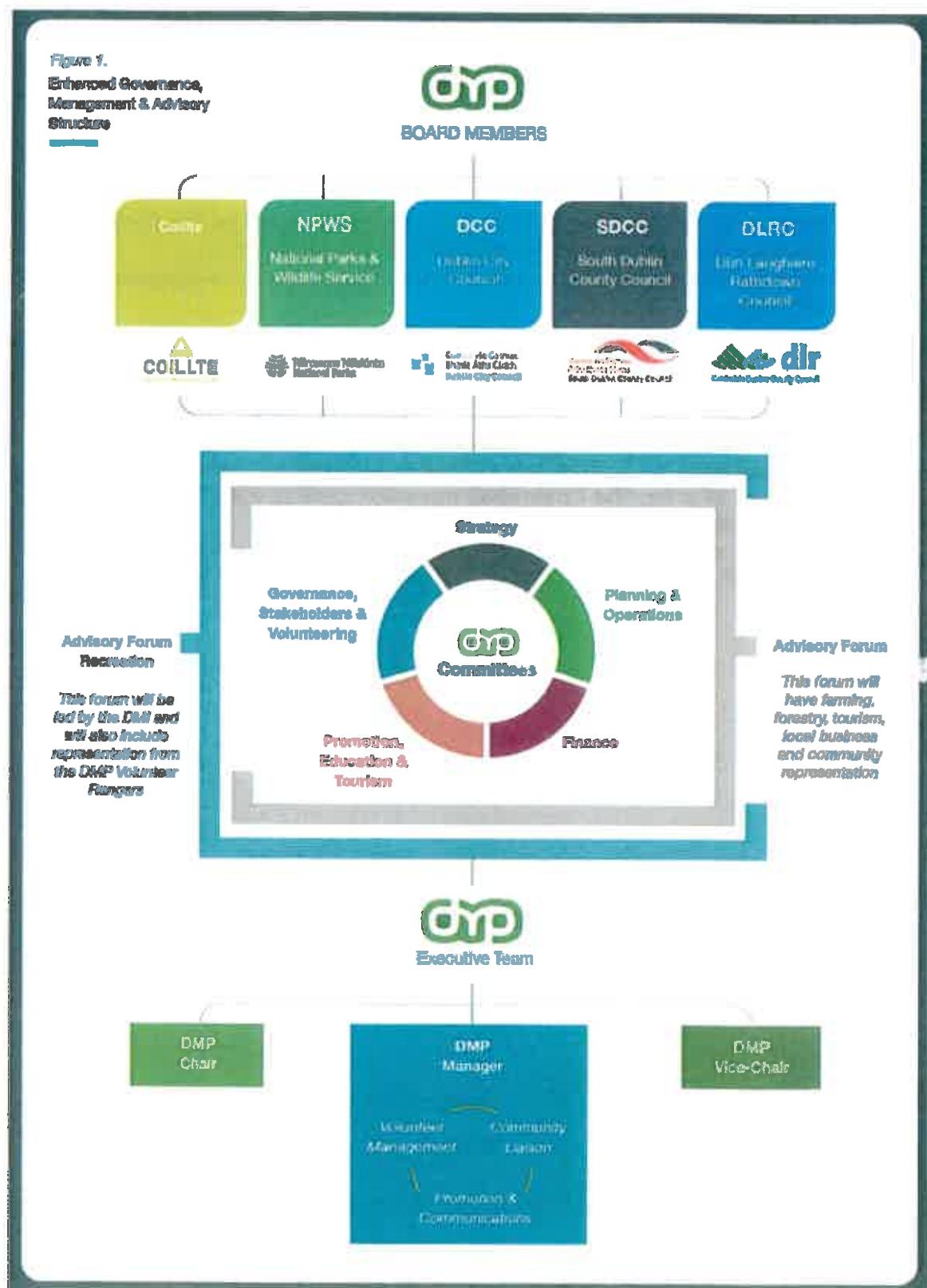
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Appendix 2: Election of Chair and Vice-Chair

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- DMP Board draft meeting minutes shall be submitted to Chair and Vice-Chair for review before being circulated to the rest of the Board.
- Outstanding actions from DMP Board meetings will continue to be reported in DMP Board Meeting minutes until they have been documented as being closed out in a set of board meeting minutes.
- Where appropriate, departure gifts should be issued to long serving members of the DMP Board who are in good standing with the Board at the time of leaving. Long service DMP Board membership is defined as serving as a member of the DMP Board for an unbroken period of 6 years or greater. The gift is to be of nominal value only.

The work of the Board will be supported by five committees, working in the areas of:

- a. Strategy
- b. Governance Stakeholder & Volunteering
- c. Promotion, Education & Tourism
- d. Finance
- e. Planning & Operations.

4. Business of the Dublin Mountains Partnership

The business of the Dublin Mountains Partnership will be to implement the Dublin Mountains Partnership Strategic Plan 2021 – 2025 (the Plan).

5. Dublin Mountains Partnership Area of Responsibility

- The Dublin Mountains Partnership shall manage recreation and related activities on lands in public ownership in the greater Dublin Mountains area.
- No property interest in any party's lands will be created as a result of the establishment of the Partnership.
- While it is the objective of the Dublin Mountains Partnership to improve the management of recreation and its related impacts across the Dublin Mountains area, any proposals that affect land outside the ownership or control of the partner bodies will be addressed by consultation and agreement with the land owners/occupiers and will be subject to the normal statutory processes in this regard.

6. Dublin Mountains Partnership Strategic Plan 2021-2025 (the Plan).

- All parties acknowledge their agreement with the Plan and their commitment to the achievement of the objectives and actions set out in the Plan under the four strategic themes:
 - o Protect the Resource,
 - o Provide for Recreation,
 - o Partner for Success and
 - o Promote the Benefits.



Dublin Mountains Partnership

- All parties acknowledge their commitment to the development of and operation within the enhanced Governance Management & Advisory Structure as set out in the Plan and Appendix 1 below.
- All parties shall commit to the projected five-year Programme of Funding/Resource provision as set out in Section 12 which will be carried forward on a three-year rolling basis.
- The Plan will be subject to a mid-term review commencing in 2023.

7. Duration of Commitment

The commitment of the parties to this MoU is for a period of five years and this period will be extended with the agreement of the parties.

8. Functions of the Dublin Mountains Partnership

The DMP shall be responsible for the achievement of the objectives and actions as set out under the four strategic themes of the Plan. In pursuit of these objectives, the Dublin Mountains Partnership will, as required, carry out the following functions:

- Secure the required operational and capital funding to achieve those objectives.
- Agree the annual works programme, both capital and operational through input from the board, committees and advisory fora.
- Approve annual budgets, both capital and operational.
- Initiate and deliver projects where deemed appropriate. This includes contribution to delivery of the Coillte Nature Dublin Mountains Makeover (the Dub Mtns forest conversion project)
- The Dublin Mountains Partnership shall manage recreation and related activities, on lands in public ownership and may engage with suitable volunteer efforts where available to assist in this role.
- Have a key role in informing the public of the recreation 'service' provided by the Partnership
- Operate a Volunteer Ranger Service.
- Consult with stakeholders and interest groups through the new Advisory Fora and through other methods to be agreed at inception of each project.
- Have in place appropriate insurance cover for the hosting of DMP events (guided walks, training days, litter picks etc.) and the DMP Volunteer Ranger Service. The Partners agree to fully facilitate DMP events on their lands.



Dublin Mountains Partnership

9. Delegated Functions of the Dublin Mountains Partnership

Where the performance of Dublin Mountains Partnership functions to implement the Plan requires company status to effect, the DMP will delegate this function to the appropriate Party/Parties who will act as agent for the DMP. For the duration of this MOU, the agent will be Cillte.

Such functions might include:

- a. Provide day to day management support to the Dublin Mountains Partnership Manager.
- b. Provide office accommodation, phone, computer facilities, access to GIS and other technical support services.
- c. Provide accounting services including monthly budget holder reports.
- d. Provide procurement, purchasing and contracting services including accounts payment.
- e. Provide all Human Resource functions including recruitment of staff, compliance with all Health & Safety and workplace directives.
- f. Manage the Volunteer Ranger Programme.
- g. Forming suitable partnerships to progress individual capital projects where deemed appropriate.
- h. Commissioning and leasing of assets.
- i. Ownership of assets on behalf of the Partnership. This can only be facilitated through legally binding agreement and held in perpetuity on behalf of the Partnership.

10. Reporting Relationships of Dublin Mountains Partnership

The Dublin Mountains Partnership shall issue an agreed report on implementation of the Plan to the Parties on an Annual basis.

11. Dublin Mountains Partnership Operational Staffing Structure

- a. The Dublin Mountains Partnership operational management staffing structure will be as recommended in the Plan, (see Appendix 1) and will be subject to review by the Dublin Mountains Partnership on an annual basis throughout the period of the Plan.
- b. The Dublin Mountains Partnership Manager will report to the Dublin Mountains Partnership board, as and when required, on the implementation of the annual works programme.

12. Resources to support and manage the Dublin Mountains Partnership

Dublin Mountains Partnership will seek to secure capital funding from all appropriate sources to implement approved projects through a partnership approach with DMP parties and third parties. The DMP as a non-legal entity operating under an MoU cannot secure funding in its own right at present.



Dublin Mountains Partnership

The achievement of DMP themes, objectives and actions set out within the strategic plan are estimated to cost €332,000 per annum Increasing to €455,000 per annum during the next five-year MoU duration (funding projections in Appendix 3)

Funding and resources will be provided by the partner organisations on the basis of a 3-year rolling commitment as follows:

a. Coillte Contributions to DMP 2021-2025

At the request of the other Parties, Coillte will act as agent for the Dublin Mountains Partnership and in so doing will make available to the Dublin Mountains Partnership the resources listed in Section 9.

In addition Coillte, will contribute to the funds of the Dublin Mountains Partnership, all payments it receives from recreation-related commercial long-term licences (i.e. greater than 2 years duration) established in its forests within the Dublin Mountains Partnership area by third parties e.g. Bike hire facilities on Coillte lands; aerial ropes course on Coillte lands etc.

Coillte also commits to providing, free of charge, professional, technical, and other support that is available from normal resources to assist in the achievement of the Plan objectives.

The operational costs to deliver the Dublin Mountains Makeover will be undertaken by Coillte and excess costs above grant funding will be covered by DMP funding. The excess costs are projected at €100k per annum and this cost is included in the operational projections for DMP for the duration of this MOU. These commitments and costs will be subject to a mid-term review commencing in 2023.

b. Local Authority (DLR CC, SDCC, DCC) contributions to DMP 2021-2025

The local authorities will make funding contributions to the DMP in line with projections in Appendix 3.

In addition, the Local Authorities commit to providing, free of charge, professional, technical, and other support that is available from normal resources to assist in the achievement of the Plan objectives. These commitments will be subject to a mid-term review commencing in 2023.

c. National Parks and Wildlife Service contributions to DMP 2021-2025

NPWS for each of the 5 years, 2021 – 2025, will:

- Provide advice and expertise of NPWS on natural environment issues, habitats, Natura 2000 sites, protected species, visitor management, trail building advice, links with NPWS properties and other conservation land management issues.
- Subject to the constraints of Natura 2000 Designations and the Wicklow Mountains National Parks Management objectives, undertake capital



Dublin Mountains Partnership

- works, other projects and DMP initiatives in the WMNP within the Dublin Mountains Partnership area and adjacent WMNP lands (in Co Wicklow)
- Provide and assist in any relevant training/education for Dublin Mountains Partnership staff and volunteers.
- These commitments will be subject to a mid-term review commencing in 2023.



13. Review of the agreement

The MEMORANDUM OF UNDERSTANDING shall be reviewed three years from date of signing of the agreement.

The agreement can be extended for a period of up to three years, by agreement of all Partners

14. Withdrawal from the Agreement

- 1) Any Party to the MEMORANDUM OF UNDERSTANDING may withdraw from the agreement following 12 months' notice. All monies due up to the withdrawal date must be paid in full.
- 2) The MEMORANDUM OF UNDERSTANDING may be terminated, at any time, by all parties by mutual agreement

Nothing in this MEMORANDUM OF UNDERSTANDING shall create a legal partnership between the parties.

15. Counterparts

This MoU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Signed:

Collite DAC

Date:

Chris Keay

Dublin City Council

02/02/2022

Date:

Dun Laoghaire Rathdown County Council

Date:

National Parks and Wildlife Service

Date:

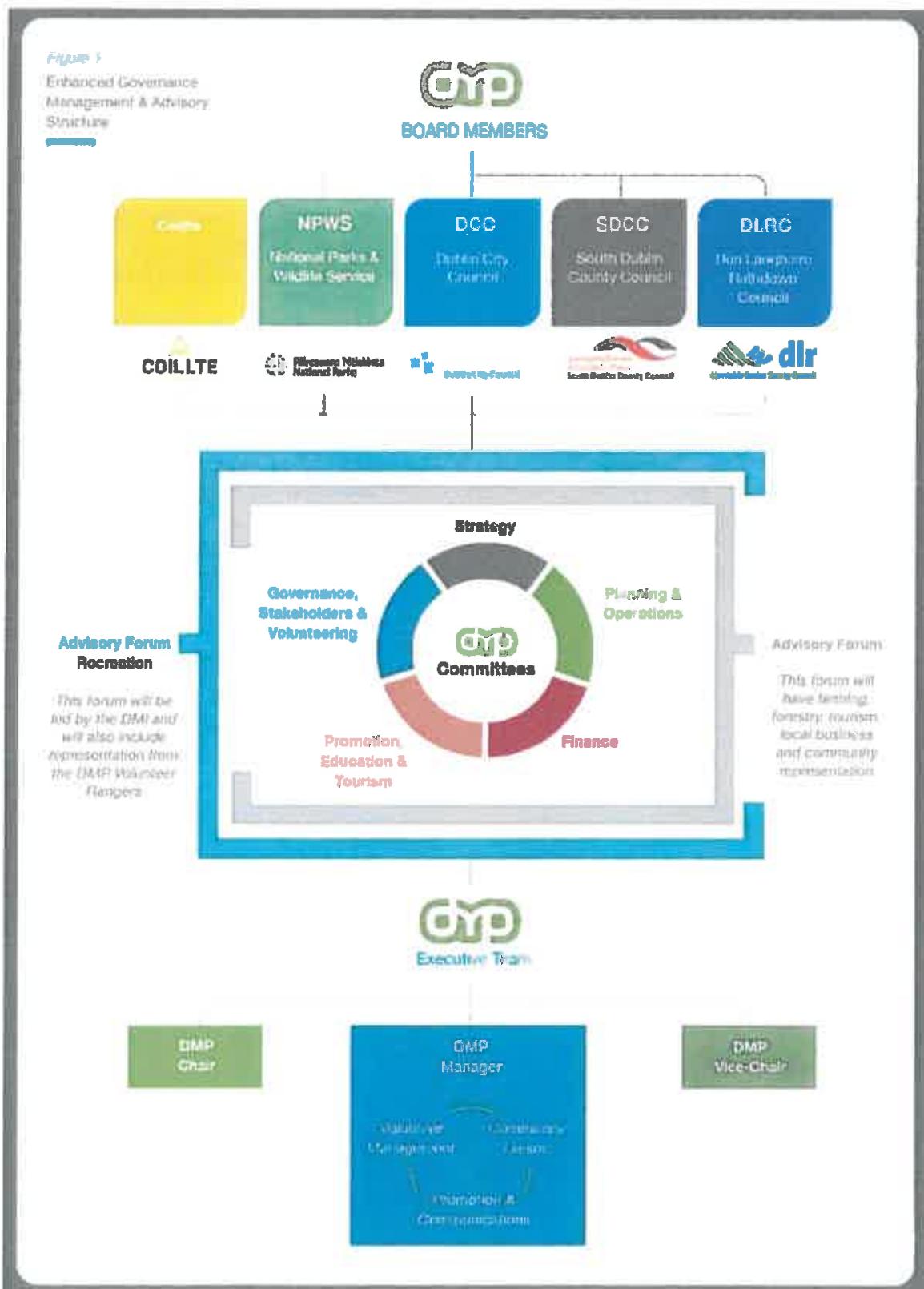
South Dublin County Council

Date: 01/04/2022



Dublin Mountains Partnership

Appendix 1: New DMP Management & Advisory Structure





Appendix 2: Election of Chair and Vice-Chair

- There shall be one vote per signatory organisation.
- The chairperson to be elected initially for a period of two years.
- The outgoing chairperson can be nominated for re-election, but for a further one year only.
- The process to elect a new chairperson shall be flagged by the DMP manager two months prior to the end of the current term.
- Any member of the board is entitled to be nominated or to propose themselves.
- Nominations are to be forwarded to the DMP manager one month prior to the election.
- Nominations to be circulated to all board members two weeks in advance of the election.
- Voting is to be by secret ballot.
- The quorum shall be 50% of the eligible organisations plus one.
- In the event of a tie, the Chair shall have the casting vote but cannot vote for themselves.
- In the event of the Chairperson not being able to attend a board meeting or other DMP related event, they shall nominate a deputy in advance.

Appendix 3: DMP financial projections 2021-2025

Funding (€'000)	2021	2022	2023	2024	2025	Total
DCC	100	120	120	120	120	580
SDCC	120	120	120	150	150	660
DLR	90	150	120	150	150	660
Licence revenue	22	22	22	22	25	113
Funding total	332	412	382	442	445	2,013

