



Ms. Catherine Smith
Committee Secretariat
Committee of Public Accounts
Leinster House,
Dublin 2.
D02 XR20

Ref: S1557 PAC33

12 February 2024

Re: OPW's Oversight and Governance of its Grant Funding to Dublin Zoo

Dear Catherine,

Thank you for your letter dated 29th January, where you requested a briefing in relation to the OPW's oversight and governance of its grant funding to Dublin Zoo. I trust that the following information will provide the Committee with the relevant details in relation to this matter.

Background and Funding Provided

In December 2020, in acknowledgement of the revenue challenges facing Dublin Zoo and Fota Wildlife Park as a consequence of Covid-19, Minister McGrath agreed to support both organisations with capital grants totalling €2 million for Dublin Zoo and €1 million for Fota Wildlife Park. On foot of that decision, an additional capital allocation of €3 million was provided within the OPW's capital allocation for 2021, to facilitate payment of these grants.

Subsequent to this, in September 2021, Dublin Zoo and Fota Wildlife Park submitted a joint request for State support to cover 50 percent of the cost of delivery of their separate 10-year capital development programmes, estimated to be €77 million in total. The remaining 50 percent of costs were to be contributed by the Zoological Society of Ireland, from the two parks' own revenues and through philanthropic fundraising. In response, in 2022, capital grants of €1 million and €500,000, were approved for Dublin Zoo and Fota Wildlife Park, respectively. In October 2022, Dublin Zoo and Fota Wildlife Park requested further State support of €1 million and €500,000 respectively, towards further delivery of their capital works programme. In response to this request, additional State support was approved, bringing the total capital grant provided to Dublin Zoo and Fota Wildlife Park, during 2022, to €2 million and €1 million, respectively.



Similar funding of €2 million for Dublin Zoo and €1 million for Fota Wildlife Park was provided in 2023, in two tranches, similar to the 2022 provision. In 2024 a €3m capital grant has been approved, with grants of €2 million and €1 million to be provided to Dublin Zoo and Fota Wildlife Park, respectively. The grant aid provided from 2021 to 2024 is summarised below.

Grants Provided

Organization	2021 Outturn	2022 Outturn	2023 Outturn	2024 Allocated
Dublin Zoo	€2m	€2m	€2m	€2m
Fota Wildlife Park	€1m	€1m	€1m	€1m

Governance and Oversight of Grant Payments

The grants are administered in accordance with the principles, procedures and reporting requirements laid down under *Circular 13/2014, Management of and Accountability for Grants from Exchequer Funds*. Separate Memorandum of Understanding (MOU's) between the OPW and Dublin Zoo and Fota Wildlife Park are in place to cover the respective grant allocations. These govern the arrangements in place to provide for the drawdown of grant funding and the reporting and monitoring requirements in respect of capital projects being supported. The MOU's are revised for every drawdown, to reflect the amounts of the grants being provided and the specific works and activities which are to be funded. Supporting documentation and verification obtained and actions conducted, in line with the requirements of the Dublin Zoo MOU (Appendix 1, attached), include:

- A Tax Clearance Certificate,
- Employers public and professional liability Insurance from external contractors,
- Project background documentation,
- Copies of invoices (to provide for retrospective payment of the grant),
- Photographic verification of project signage acknowledging State/OPW support,
- Bank records confirming that payments to contractors/suppliers have been made, and
- A copy of Annual Audited Accounts (acknowledging payment of grants).

The following Dublin Zoo capital projects were supported by grant payments in 2023, in accordance with Appendix 1 of the attached MOU between the OPW and Dublin Zoo:

- The development of the "Society House" into a National Centre of Species Survival,
- Habitat development, to include the following habitats



- “Aye Aye”,
- Tiger Day Room, and
- Rhino House.

Appendix 2 of the Dublin Zoo MOU outlines the statement of principles, contained in Circular 13/2014, that are required to apply in the case of bodies in receipt of grant funding provided directly or indirectly from Exchequer sources. These values (Clarity, Governance, Value for Money and Fairness) are core requirements in relation to the administration of this grant funding.

Conclusion

The OPW’s administration of grant funding to Dublin Zoo is undertaken in accordance with the requirements of the MOU between the OPW and Dublin Zoo. The OPW is satisfied that the provisions and operation of this MOU are such as to provide for effective governance of this grant payment and for a high degree of oversight, in terms of ensuring that grant funding is utilised for its intended purpose.

Yours sincerely,

Maurice Buckley
Chairman

Attachments

Appendix 1: *Memorandum of Understanding – Dublin Zoo OPW Grant 2023.*

**OPW**

Memorandum of Understanding – Dublin Zoo OPW Grant 2023

Between -

**The Commissioners of Public Works (OPW), Jonathan Swift Street,
Trim, County Meath (*"The Grantor"*)**

and

Dublin Zoo (*"The Grantee"*)

A State Grant (*"The Grant"*) of One Million Euro, is to be made to Dublin Zoo during 2023. Such Grant is to be paid, accounted for and administered through the Vote of OPW. The purpose of the Grant is to facilitate the undertaking of Projects at Dublin Zoo in accordance with Appendix 1 of this document.

Under this Amended Memorandum of Understanding (December 2023) the State Capital Grant is to be increased by a Million Euro bringing the total for 2023 to Two Million Euro. The purpose of the increased grant is to further facilitate the undertaking of Capital Projects at Dublin Zoo, in accordance with Appendix 1 of this document.

The Grantor and Grantee have agreed the following understandings in relation to the above Grant:

Purpose

- (1) The purpose of this Memorandum is to document arrangements arising from the above Grant, which is intended to provide support to Dublin Zoo to enable it to implement projects at Dublin Zoo as set out at Appendix 1. The objectives and activities of those projects, entitled for the purposes of this Memorandum as *"The Project"*, are also set out at Appendix 1.
- (2) Dublin Zoo will be paid the Grant by OPW in line with commitments set out in this Memorandum.
- (3) Dublin Zoo accepts the Grant, which will be used solely to deliver the Project as set out at Appendix 1.

- (4) Dublin Zoo will not seek grant payment, for any activities, other than those described at Appendix 1, and will use the funding solely for the purposes of the Project.

1. Duration

This Memorandum will come into effect upon signing by both the Grantor and Grantee. The Grant is intended to fund works to be undertaken in 2023.

2. Financial arrangements

(1) *Summary of the financial arrangements.*

- (a) The total amount of the cost of the Project eligible for financing is €24,000,000 (~~two~~ million Euro). This Grant amount is available for drawdown within the calendar year 2023 only, with all claims to be submitted by Dublin Zoo in time to facilitate payment being made by OPW before 31 December 2023.
- (b) Payment of Grant amounts will be made by OPW to Dublin Zoo, in arrears, on receipt of the documentation detailed below (in particular as outlined at section 4.). This period may be varied on agreement between the parties for particular payments.
- (c) The parties recognise the importance of procurement good practice when using funds provided by the Government for any procurement that is necessary to implement the Project.
- (d) Tax Clearance Certificates will be provided to OPW by Dublin Zoo relating to the Grantee and Main Contractors operating on its behalf in the delivery of the Project.
- (e) Dublin Zoo will maintain an accurate record of Project expenditure and will retain all invoices, receipts and accounting records for up to six years and make these available for inspection as may be required by OPW.
- (f) Payment of the Grant will be reflected and acknowledged within the annual accounts of Dublin Zoo and any published Reports for years in which payments of the Grant are made, to include name of Grantor (OPW), name of Grant (2023 OPW Grant) and purpose of grant (Project as set out in Appendix 1), with copies of Dublin Zoo's annual audited financial statements to be provided to OPW.
- (g) Details of the Grant will be recorded internally in OPW within OPW's Register of Grants.

(2) Details of Bank Account that funds will be paid into -

Bank of Ireland, Blanchardstown, Dublin 15

Type:	Current A/C
Location:	BLANCHARDSTOWN DUBLIN 15
BAN:	IBFI 9304 2088 8723 47
BIC:	BOFIE22

3. Amendment of this Memorandum

Any amendment to this Memorandum will be decided upon by both Parties and will be made in writing.

4. Reporting, monitoring & Requests for Payment of Grant

- (1) Dublin Zoo will provide copies of its Project background documentation to OPW, Estate Planning Unit (EPU), such documentation to include, Business Cases prepared in support of the Project, contract tendering documents, including copies of relevant Contract(s), together with Project programmes and anticipated cash flows.
- (2) For each Grant claim, Dublin Zoo will provide to OPW EPU, a brief narrative report of the activities undertaken under the Project and an assessment of progress made against original Contract Programme. When requested, Dublin Zoo will facilitate inspection of the works and Contract documentation by OPW. Periodic meetings will also be held between OPW and Dublin Zoo to review Project progress and the operation of arrangements under this Memorandum.
- (3) For each Grant claim, Dublin Zoo will provide to OPW EPU copies of all relevant, claim specific Project invoices paid and associated certificate from the project QS and/or Architect - including a summary of invoiced amounts. A covering letter, will also be provided certifying that all invoices submitted for Grant payment relate solely to the Project, have been paid by Dublin Zoo and that the amounts sought have been expended in accordance with this Memorandum together with a confirmation that the invoices have not, and will not, be used in support of any other claim for reimbursement from any other funder. Cash flow projections, setting out expected future expenditure on the Project are also to be provided.

- (4) On receipt of documentation at (2) and (3), OPW EPU, will apply checks, and, subject to resolution of any queries arising in consultation with Dublin Zoo, make payment of the appropriate amount of Grant into the Bank Account of Dublin Zoo specified at 2 (2) above. Government Prompt Payment provisions will apply in this regard.
- (5) The Grantee undertakes to comply with the Statement of Principles for Grantees set out at Appendix 2 of this Memorandum (extract Department of Public Expenditure and Reform Circular 13/2014) in respect of public funding.
- (6) Dublin Zoo undertakes that the investment of the State by way of this grant will be protected and will not be used as security for any other activity without prior consultation with OPW.

5. Acknowledgment of Grant support

This State/OPW Grant aid will be publically acknowledged by Dublin Zoo through erection of appropriate signage at the location of the Project. All details relating to such signage to be agreed between OPW and Dublin Zoo.

6. Termination

OPW may end its participation in this arrangement by giving one month's written notice to Dublin Zoo in the following circumstances:

- (1) Failure by Dublin Zoo to implement the Project according to this Memorandum.
- (2) A significant failure by Dublin Zoo in meeting any of the commitments in this Memorandum
- (3) Force majeure
- (4) Where any changes occur which, in the opinion of OPW, impair significantly the value of the contribution of the Project towards its objectives.

The issuing of any proposed notice of termination by OPW will be preceded by correspondence (including both in writing and through meetings), between OPW and Dublin Zoo, with OPW outlining the specific grounds for the proposed termination and Dublin Zoo being afforded the opportunity to provide explanation of the reasons and circumstances involved in the breach(es). A period of one month will be allowed for Dublin Zoo to remedy any breach(es) involved.

7. Dispute settlement

Any dispute that arises as to the interpretation or application of this Memorandum will be settled by consultation between the parties to the Memorandum.

8. Contact information

- (1) Dublin Zoo will provide OPW with contact details of its representative(s) with responsibility for addressing normal day to day enquiries under this Memorandum and OPW will do likewise.

Responsibility for Staff and Insurances

- (1) Dublin Zoo will provide adequate supervision of and care for its staff, authorised agents and representatives in line with its obligations as an employer or as a result of any other relationship in relation to the Project.
- (2) Dublin Zoo will confirm to OPW that any external Contractors etc., involved in delivery of the Project on its behalf, have in place appropriate insurances as to Employer's Liability, Public Liability, Professional Indemnity etc.

Appendix 1 – "The Project" – Activities, Objectives and Outputs

Capital Works at Dublin Zoo to be subject of the Grant

1. Development of Society House into 'National Centre for Species Survival'

Dublin Zoo have a vision to restore Society House and surrounding site to create the 'National Centre for Species Survival' – this will involve the development of the following schedule of accommodation within Society House:

- A Research Centre
- A Small Library
- A Resource Room / Events Space
- Office Space
- Staff Facilities
- Guest Accommodation

Building Description

The building can be clearly delineated into two separate entities. The original building was constructed in 1867. Orientated to face south-west, society house is a two-storey building with a hipped slate roof and rendered profiled chimney stacks. The external walls have a pebble-dashed render finish. The rainwater goods consist of cast iron downpipes. The windows are a range of round-headed and segmental headed two over two sash. It is likely that none of the original timber or glass remains. A central entrance porch was added around 1950.



Fig. 1: Society House. a) Front elevation from above. b) Extension from above.

A further extension was added in 1980, which consisted of a flat roof two storey structure constructed off the north eastern façade. This extension has an external façade of both pebble-dashed render and timber cladding, combined with a torch felt roof. The property has an enclosed mature garden to the front. The first appearance of the building on historical mapping is within the 6 inch Cassini mapping, compiled between the 1890's and the 1930's. This is seen in Fig. 2 below.



Figure 2. Cassini Map of the Zoological Gardens with Society House identified in red

Historical Context

The property is registered under the National Inventory of Architectural Heritage (Reg. no. 50060069). It is not listed on the record of protected structures. The full record states: "Society House was the principal location for meetings of the council of the Royal Zoological Society of Ireland, while also housing the superintendent of the zoo. Designed by John McCurdy, who designed the Shelbourne Hotel, the house has been altered, with detailing removed including its original entrance porch. However, it is one of the few remaining mid-nineteenth-century buildings to survive at the zoo.



Fig. 3: Society House in the 19th century. Front elevation.

Current Use

Society House has been in a mixed use by Dublin Zoo for that last 50 years – the planned future uses envisaged align with all previous uses.

The following works are envisaged, including but not limited to:

Main Building - Essential restoration:

- Reroof including lead barrels over windows, repair chimneys & flashings, incl. associated rotten timber repairs
- New fascia and soffit including replacing decorative waves timbers
- Repair and repaint existing cast iron rainwater goods & SVPs, with extra over cost for new replacements
- Remove existing non-original dashing to front, or all elevations, including brickwork repairs and new lime render including decorative works to front elevation
- Insulate existing suspended ground floor or install new insulated limecrete floor.
- Upgrade and fire rate existing first floor
- Repair existing sash windows
- Remove lining paper to internal walls and repair plaster, consider wall insulation options
- Ditto to ceilings
- Internal layout modifications
- Complete new M&E
- DAC works
- Other FSC upgrades
- Insulate attic
- External works, landscaping and drainage, perimeter land drain etc.

Reasonable efforts will be deployed to protect authentic original fabric, while bringing the building up to a standard suited to current-day use by Dublin Zoo.

Extension:

- External insulation or other external wall cladding upgrades
- New flat roof finish incl. Insulation

- Repair and paint cast iron RWP & SVP, plus extra over cost for new
- Replace windows & doors
- Complete internal strip and remodelling incl. M&E
- Fire rate first floor plus other FSC/DAC works.

2. Habitat redevelopment

Dublin Zoo have a vision to maintain and increase the welfare of all the animals in it's care. With this in mind Dublin Zoo continues to carry out it's current masterplan and will redevelop the below habitats.

- Aye Aye
- Tiger day room
- Rhino house

3. Sustainability program

Dublin Zoo continue to become more sustainable, a solar energy project is proposed to be carried out in 2023. This will reduce the strain on the national gride by helping the Zoo generate 25% of it's own energy needs.

4. IT Infrastructure

Physical cabling to upgrade the network around the Zoo

1. Total cost of each of these items

Capital project description	Cost estimate (€)
1. Society House	€1,633,000
2. Habitat redevelopment	€1,764,000
3. Sustainability project	€434,000
5. Improvements to IT infrastructure	€100,000
Total	€3,931,000

Appendix 2 – Statement of Principles for Grantees

This Statement outlines the 4 principles which apply in the case of bodies in receipt of grant funding provided directly or indirectly from Exchequer sources.

- **CLARITY**
- **GOVERNANCE**
- **VALUE FOR MONEY**
- **FAIRNESS**

If you are in receipt of Public funding, you should -

Clarity

Understand the purpose and conditions of the funding and the outputs required
 Apply funding only for the business purposes for which they were provided
 Apply for funding drawdown only when required for business purposes
 Seek clarification from the grantor where necessary – on use of funds, governance and accountability arrangements.

Governance

Ensure appropriate governance arrangements are in place for:
 oversight and administration of funding
 control and safeguarding of funds from misuse, misappropriation and fraud
 accounting records which can provide, at any time, reliable financial information on the purpose, application and balance remaining of the public funding
 Accounting for the amount and source of the funding, its application and outputs/outcomes.

Value for Money

Be in a position to provide evidence on:
 effective use of funds
 value achieved in the application of funds
 avoidance of waste and extravagance

Fairness

Manage public funds with the highest degree of honesty and integrity
 Act in a manner which complies with relevant laws and obligations (e.g. tax, minimum wages)
 Procure goods and services in a fair and transparent manner
 Act fairly, responsibly and openly in your dealings with your Grantor

Signed on behalf of OPW "The Grantor" by

Signature: _____

Name: _____

Position: **PRINCIPAL OFFICER, ESTATE PLANNING UNIT**

Witnessed by: _____

Date: _____

Signed on behalf of Dublin Zoo, "The Grantee" by

Signature: _____

Name: _____

Position: _____

Witnessed by: _____

Date: _____