Dated 2018

Highways Act 1980 section 8 Agreement between

BLACKPOOL COUNCIL

and

**LANCASHIRE COUNTY COUNCIL**

 for functions as respect certain highways to be exercisable by the other party to the agreement

Legal and Democratic Services

Lancashire County Council

PO Box 78

Preston

Ref LSG4 JT

THIS AGREEMENT is made as a deed on the 2018 under section 8 of the Highways Act 1980

Between

**BLACKPOOL COUNCIL** of Bickerstaffe House, Number one, Bickerstaffe Square, Blackpool FY1 3AH (BC) and

**LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (LCC)

each referred to in this agreement as “a party” or both referred to as “the parties”

**RECITALS**

1. The Parties are proposing to make this agreement regarding the several highways which cross the administrative boundary between the Parties.
2. S8 of the Highways Act 1980 provides that an agreement may provide in relation to a highway specified in the agreement, being a highway for which one of the parties to the agreement are the highway authority that any functions specified in the agreement , being functions exercisable as respects that highway by the highway authority therefor, shall be exercisable by some other party to the agreement on such terms and subject to such conditions as may be so specified
3. LCC is the highway authority for the highways in the administrative area of Lancashire and have requested that BC exercise functions specified in the agreement in respect of certain highways or parts of highways which pass from the administrative area of Lancashire into the administrative area of Blackpool.
4. BC is the highway authority for the highways in the administrative area of Blackpool and have requested that LCC exercise functions specified in the agreement in respect of certain of those highways or parts of highways which pass from the administrative area of Blackpool into the administrative area of Lancashire

**IT IS AGREED**

1. **INTEPRETATION AND DEFINITIONS**

In this Agreement the following expressions shall have the meanings set out below:

"Responsible Authority" shall mean an authority having the functions, both powers and duties, of the highway authority passed to it by this agreement

"Geographical Authority" shall mean the authority in whose administrative area a highway or part of a highway exists

1. **HIGHWAYS SPECIFIED AND FUNCTIONS EXERCISABLE**

LCC shall be Responsible Authority in respect of those highways or parts of highways listed in schedule 1.hereto being within the administrative area of BC and exercise all the functions of the highway authority

BC shall be Responsible Authority in respect of those highways or parts of highways listed in schedule 2.hereto being within the administrative area of LCC and exercise all the functions of the highway authority

1. **COVENANTS OF THE RESPONSIBLE AUTHORITY**

The Responsible Council shall:

carry out the functions passed to it under this agreement at its own expense;

indemnify the Geographical Authority against all and any claims expenses losses arising from the exercise of the functions passed to it under this agreement unless such claim arises exclusively as a consequence of any negligent act default or omission of the Geographical Authority ;

keep full and proper records of functions exercised under this agreement;

pass said records to the Geographical Authority if requested by said Geographical Authority;

1. **TERMINATION ON NOTICE**

## Either party may terminate this agreement upon the giving of 12 months notice.

1. **DISPUTES**

## Either party may call an extraordinary meeting of the Parties by service of not less than 7 days' written notice (or such other period as may be agreed in writing) and each party agrees to procure that its Authorised Representative together with any other member of Key Personnel requested to attend by the Authority (if any) shall attend all extraordinary meetings called in accordance with this clause.

## The members of the relevant meeting shall use their best endeavours to resolve disputes arising out of this agreement. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to the Service Provider's Managing Director or the Authority's nominated representative (or other senior officers of the parties as may be appropriate and agreed from time to time) who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of service of such notice. If the officers referred to in this clause 20.2 fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.

## The parties shall then submit to the supervision of the mediation by the Centre for Dispute Resolution for the exchange of relevant information and for setting the date for negotiations to begin.

## Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 21 days after the parties have failed to reach a binding settlement by mediation (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).

## If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly Authorised Representative of each of the parties, shall remain binding on the parties.

## The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

## While the Dispute Resolution Procedure referred to in this clause is in progress and any party has an obligation to make a payment to another party or to allow a credit in respect of such payment, the sum relating to the matter in dispute shall be paid into an interest bearing deposit account to be held in the names of the relevant parties at a clearing bank and such payment shall be a good discharge of the parties' payment obligations under this agreement. Following resolution of the dispute, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated between the parties pro rata according to the split of the principal sum as between the parties.

Executed as a Deed by affixing the common seal of BLACKPOOL COUNCIL in the presence of

………………………………………………………Authorised Signatory

Executed as a Deed by affixing the common seal of LANCASHIRE COUNTY COUNCIL in the presence of:

…………………………………………………………………. Authorised Signatory

**Schedule 1**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Street Name** | **Start Coordinates** | **End Coordinates** | **Description** | **Length** | **Geographical Authority** | **Responsible Authority** |
| Broad Oak Lane | 334660 | 436042 | 334518 | 436101 | From the boundary westwards to its end | 165.88m | Blackpool | LCC |
| Lodge Court | 334667 | 436041 | 334698 | 435971 | From junction with The Nook south westwards, including cul-de-sac fronting nos 2-26, to end southern end @ no 19 | 132m | Blackpool | LCC |
| Meadow Crescent | 333275 | 439027 | 333166 | 439184 | From district boundary at no 5 Meadow Crescent to district boundary at no 55 Meadow Crescent | 237m | Blackpool | LCC |
| Preston New Road (A583) | 335175 | 433665 | 335166 | 433656 | From M55 junction 4 roundabout northwards up to and including gantry | 49m | Blackpool | LCC |
| Stocks lane | 333122 | 439496 | 333095 | 439509 | From the boundary northwards to end | 37m | Blackpool | LCC |
| Robins Lane | 333170 | 439617 | 332989 | 439939 | From the boundary northwards to property known as The Poplars | 369m | Blackpool | LCC |
| The Nook | 334659 | 436028 | 334591 | 435872 | From boundary south-west to its end turning circle and meets Blackpool FP12. | 181m | Blackpool | LCC |
| Ledbury Road | 333658 | 437583 | 333665 | 437595 | To include the end of the road from 91 to 93 Ledbury Road. | 12m | Blackpool | LCC |
| Kingsway | 331250 | 442676 | 331488 | 442649 | From Princes Way to Bispham Road, southern footway. | 240m | Blackpool | LCC |

**Schedule 2**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Street Name** | **Start Coordinates** | **End Coordinates** | **Description** | **Length** | **Geographical Authority** | **Responsible Authority** |
| Progress Way | 334162 | 433091 | 333694 | 432748 | From Cropper Road roundabout southwards  | 590.47m | LCC | Blackpool |
| Amy Johnson Way | 331969 | 432060 | 332173 | 431655 | From A583 Squires Gate Lane to boundary | 495.2m | LCC | Blackpool |
| Grassington Place | 333045 | 441780 | 333066 | 441778 | From boundary eastwards | 49.35m | LCC | Blackpool |
| Green Oak Place | 333027 | 441707 | 333045 | 441700 | From the boundary eastwards to cul-de-sac end  | 54m | LCC | Blackpool |
| Wood Green Drive | 332918 | 441498 | 333021 | 441640 | From the boundary north to Bovington Avenue | 199m | LCC | Blackpool |
| Bovington Avenue | 332976 | 441664 | 333021 | 441639 | From the boundary eastwards to junction with Wood Green Drive | 50m | LCC | Blackpool |
| The Spinney | 332828 | 441324 | 332848 | 441357 | From the boundary north east to turning head | 39m | LCC | Blackpool |
| Warren Drive U21306 | 332827 | 441323 | 332863 | 441251 | From boundary at no 205 to cul-de-sac end | 41.66m | LCC | Blackpool |
| Footpath from Warren Drive | 332829 | 441226 | 332853 | 441189 | Footpath southwards to roundabout  | 45m | LCC | Blackpool |
| Sir Frank Whittle Way | 332748 | 441314 | 332748 | 441314 | West from Amy Johnson Way to end | 161m | LCC | Blackpool |
| Avroe Crescent | 332051 | 431807 | 331899 | 431758 | West from Amy Johnson Way to end | 159.5m | LCC | Blackpool |
| Garnet Close | 332841 | 441116 | 332865 | 441152 | From boundary at Marble Avenue to cul-de-sac end | 45m | LCC | Blackpool |
| Heron Way | 333528 | 437087 | 333658 | 436960 | From the boundary at no 1 to boundary at no 22 | 198m | LCC | Blackpool |
| Heron Way | 333745 | 436951 | 333823 | 436937 | From the boundary adj 1 Snipe Close to boundary at no 2 Chaffinch Court | 80.7m | LCC | Blackpool |
| Grebe Close | 333582 | 437097 | 333658 | 437035 | From Heron Way to cul-de-sac end | 35m | LCC | Blackpool |
| Footpath F8989  | 333656 | 437044 | 333668 | 437117 | From Grebe Close to Normoss Avenue | 63.46m | LCC | Blackpool |
| Bittern Close | 333670 | 436955 | 333694 | 436990 | From Heron Way to end | 43m | LCC | Blackpool |
| Snipe Close | 333752 | 436954 | 333750 | 436987 | From Heron Way to end | 31m | LCC | Blackpool |
| Chaffinch Court | 333562 | 437078 | 333562 | 437078 | From Heron Way to end | 27.85m | LCC | Blackpool |
| Greenfinch Court | 333846 | 436917 | 333932 | 436917 | From the boundary to end including cul-de-sacs to parking areas  | 279.07m | LCC | Blackpool |
| A5230 | 334268 | 435569 | 334728 | 433515 | from boundary eastwards to M55 sliproads | 468m | LCC | Blackpool |
| A5230 | 335170 | 433446 | 334727 | 433501 | Westbound slip road at M55 junction | 444m | LCC | Blackpool |
| Progress Way | 333947 | 432973 | 334165 | 433112 | From the boundary to the roundabout | 274m | LCC | Blackpool |
| Progress Way | 334165 | 433112 | 334104 | 433415 | From the roundabout north to the boundary | 318m | LCC | Blackpool |
| Squires Gate Lane | 330644 | 431703 | 331156 | 431852 | From Starr Gate to B5262 junction | 535m | LCC | Blackpool |
| Squires Gate Lane | 331156 | 431852 | 332045 | 432097 | From B5262 to boundary at Amy Johnson Way | 915m | LCC | Blackpool |
| Faraday Way | 333058 | 440575 | 333015 | 440858 | From Blackpool boundary to the southern radius Bispham Road (leading to Carleton) | 220m | LCC | Blackpool |
| Marble Avenue | 332845 | 441092 | 332838 | 441119 | From Whiteholme Road to boundary  | 27m | LCC | Blackpool |
| Schofield Avenue | 333895 | 437061 | 333913 | 437029 | From Westfield southwards  | 36.7m | LCC | Blackpool |
| Shaftsbury Avenue | 334044 | 437021 | 333934 | 4236874 | From Staining Road to Blackpool boundary | 181m | LCC | Blackpool |
| Fir Tree Place | 333027 | 441854 | 333050 | 441855 | From boundary, to end of street to include small amount of carriageway and footway fronting properties 22, 24, 26, 28 and 29. | 23m | LCC | Blackpool |
| Chardonnay Crescent | 332844 | 441074 | 332851 | 441079 | From boundary to end of street to include small amount of carriageway fronting property number 5. | 10m | LCC | Blackpool |
| Champagne Avenue | 332904 | 440938 | 332932 | 440890 | From boundary to end of street, to include carriageway and footway fronting 27, 29, 31, 33, 35, 37, 39, 41 and 43. | 60m | LCC | Blackpool |
| Blackpool Old Road  | 333198 | 438393 | 333145 | 438585 | From Blackpool boundary to Robson Way. | 198m | LCC | Blackpool |
| Elkfield Drive | 333059 | 438451 | 333058 | 438358 | Whole Street  | 94m | LCC | Blackpool |
| Leyfield Close | 333064 | 438403 | 333146 | 438362 | Whole Street  | 101m | LCC | Blackpool |
| Westfield Avenue | 333020 | 438445 | 333173 | 438471 | From Blackpool boundary to Blackpool Old Road | 157m | LCC | Blackpool |