

DRAFT

Dated

2017

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 2017 under section 8 of the Highways Act 1980

Between

BLACKPOOL COUNCIL of Municipal Buildings, Corporation Street, Blackpool FY1 1NF ("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

- (a) The parties enter into this agreement pursuant to powers created under section 8 of the Highways Act 1980 in relation to a number highways which cross the administrative boundary between the Parties and previous arrangements and agreements will terminate.
- (b) 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 is 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.
- (c) 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, as identified in Schedule 2.

(d) 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 as identified in Schedule 1.

IT IS AGREED

1. INTERPRETATION AND DEFINITIONS

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

1.1.1. "Boundary" is the administrative boundary between the parties at the date of this agreement

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

1.1.3. "Responsible Authority" shall mean the authority who shall assume the functions, powers and duties, of the Highway Authority by virtue of the provisions of clause 3 of this agreement.

1.2. Where in this agreement there is a reference to a "highway authority" then this shall bear the same meaning as is ascribed within the Highways Act 1980.

1.3. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.4. A person includes a natural person, corporate or unincorporated body and partnerships (whether or not having separate legal personality).

1.5. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

1.6. Words in the singular shall include the plural and vice versa.

1.7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8. A reference to writing or written includes email but not faxes.

1.9. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.10. A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.

2. PREVIOUS AGREEMENTS OR ARRANGEMENTS

2.1. On completion of this any and all previous agreements and arrangements between the parties relating to role of Highway Authority by one party within the administrative area of the other party shall terminate or shall otherwise cease to have effect.

2.2. For avoidance of doubt, in applying the provisions of clause 2.1 above the pumping station on Progress Way Blackpool serving the gullies on Progress Way and situated at GR 333556 will no longer be operated and/or maintained by LCC.

3. HIGHWAYS SPECIFIED AND FUNCTIONS EXERCISABLE

3.1. LCC shall be Responsible Authority in respect of those highways or parts of highways listed in Schedule 1 and in respect of which shall comply with the provisions of clause 4

3.2. BC shall be Responsible Authority in respect of those highways or parts of highways listed in Schedule 2 and in respect of which shall comply with the provisions of clause 4.

4. COVENANTS OF THE RESPONSIBLE AUTHORITY

4.1. Each Party in their respective roles as Responsible Authority shall:

- 4.1.1. carry out the functions passed to it under this agreement at its own expense;
- 4.1.2. indemnify the Geographical Authority and keep indemnified the Geographical Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever and howsoever caused whether arising in tort (including negligence) default or breach of this agreement or any relevant statutory instrument, to the extent that any such loss or claim is due to the exercise or omission of the functions as highway authority by the Responsible Authority under this agreement save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable Law by the Geographical Authority or its representatives;
- 4.1.3. keep full and proper records of functions exercised under this agreement as Responsible Authority;
- 4.1.4. transfer said records to the Geographical Authority if requested by said Geographical Authority;

5. TERMINATION ON NOTICE

5.1. Either party may terminate this agreement upon the giving of 12 months' notice in writing.

6. DISPUTES

6.1. 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.

6.2. 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 other party's relevant head of services (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 6.2 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 procedure (the "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.

- 6.3. 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.
- 6.4. 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).
- 6.5. 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 signatory of each of the parties, shall remain binding on the parties.
- 6.6. 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.
- 6.7. While the Dispute Resolution Procedure referred to in this clause 6 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	334 518	436101	From the Boundary westwards to its end	165.88m	Blackpool	LCC
Lodge Court	334667	436041	334 698	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	333 166	439184	From the Boundary at no 5 Meadow Crescent to the Boundary at no 55 Meadow Crescent	237m	Blackpool	LCC
Preston New Road (A583)	335175	433665	335 166	433656	From M55 junction 4 roundabout northwards up to and including gantry	49m	Blackpool	LCC
Stocks lane	333122	439496	333 095	439509	From the Boundary northwards to end	37m	Blackpool	LCC
Robins Lane	333170	439617	332 989	439939	From the Boundary northwards to property known as The Poplars	369m	Blackpool	LCC

Schedule 2

Street Name	Start		End Coordinates		Description	Length	Geographical Authority	Responsible Authority
	Coordinates							
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 the Boundary	495.2m	LCC	Blackpool
Grassington Place	333045	441780	333066	441778	From the 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 the Boundary at no 205 to cul-de-sac end	41.66m	LCC	Blackpool
Footpath from Warren Drive U21306 to Warren Drive B5258	332829	441226	332853	441189	Footpath southwards from footway on U21306 to footway on B5258 on the 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 the 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 at no 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 the 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 the Boundary at Amy Johnson Way	915m	LCC	Blackpool
Faraday Way	332928	441064	333062	440644	South of Norcross Lane to the Boundary	434.43m	LCC	Blackpool
Marble Avenue	332845	441092	332838	441119	From Whiteholme Road to the 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 the Boundary	181m	LCC	Blackpool