

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
the Highways Act 1980

2018 under section 8 of

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

- (a) The Parties are proposing to make this agreement regarding the several highways which cross the administrative boundary between the Parties.
- (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 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
- (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.
- (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

IT IS AGREED

1. INTERPRETATION 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

2. 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

3. 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;

3 TERMINATION ON NOTICE

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

4 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