



lancashire
partnership *for* Road Safety

PARTNERSHIP
AGREEMENT
2011 - 2016

Draft 18/05/2012

INTRODUCTION

The Lancashire Partnership for Road safety was created in 2001 as part of the Department for Transport's National Safety Camera Programme with the principle aim of helping achieve the Government's 2010 casualty reduction targets by reducing site specific ambient speed levels and changing road users' behaviour and attitudes.

Ten years on and the 2010 targets have been met and exceeded but the levels of killed and serious injuries on Lancashire's roads is still too high.

The government produced a new Strategic Framework for Road Safety in May 2011. This document sets out the role of Government in contributing to Road Safety. It is also clear about the role of local authorities, other agencies and communities and outlines areas where Government is seeking to introduce new approaches. Using the Strategic Framework the Lancashire Local Authorities, Lancashire Constabulary, Lancashire Fire and Rescue Service, Highways Agency, Her Majesty's Court's and Tribunal Service and other partners are working together to reduce road casualties across Lancashire. The Lancashire Partnership for Road Safety is the coordinating body for Lancashire which aims to reduce road casualties through the management of speed, speed enforcement, driver education and training and through developing collaborative approaches to education, awareness, engagement and other measures.

The Strategic Framework does not include targets for casualty reduction but uses casualty forecasts to estimate casualty savings that can be achieved based on the 2005 - 09 average. Local Authorities are encouraged to establish local targets aimed at addressing local challenges. The partners of the Lancashire Partnership for Road Safety are working together to set targets for Lancashire to be delivered by 2020.

The signatories to this agreement, Lancashire County Council, Blackpool Council, Blackburn with Darwen Borough Council, Lancashire Constabulary, Lancashire Fire & Rescue Service, the Highways Agency and Her Majesty's Courts and Tribunal Service are committed to:

Working together to reduce casualties on Lancashire's roads and make people feel safe by:

- Delivering coordinated enforcement, education and campaigns
- Responding to community road safety issues across Lancashire
- Changing attitudes and behaviours

THIS AGREEMENT is made the day of 2012

BETWEEN:

LANCASHIRE COUNTY COUNCIL
of County Hall, Preston, Lancashire, PR1 8XJ

- and -

BLACKPOOL COUNCIL
of Town Hall, Blackpool, FY1 1NF

- and -

BLACKBURN WITH DARWEN BOROUGH COUNCIL
of Town Hall, Blackburn, BB1 7DY

- and -

LANCASHIRE CONSTABULARY
of Constabulary Headquarters, Hutton, Preston, PR4 5SB("the Police")

- and -

HER MAJESTY'S COURTS AND TRIBUNAL SERVICE
of Manchester Civil Justice Centre, PO Box 4237, 1 Bridge Street West, Manchester

- and -

LANCASHIRE FIRE AND RESCUE SERVICE
Of Garstang Road, Fulwood, Preston, PR2 3LH

- and -

THE HIGHWAYS AGENCY
of Piccadilly Gate, Store Street, Manchester, M1 2WD

1. Definitions

In this Agreement the following phrases shall have the following meanings attributed to them:

"Agreement" shall mean the Lancashire Partnership for Road Safety Partnership Agreement.

"CPU" shall mean Central Process Unit.

"Executive Board" shall mean the board established pursuant to Clause 6.1 below.

"Local Authority Partners" shall mean Lancashire County Council, Blackpool Council and Blackburn with Darwen Borough Council.

"Management Board" shall mean the board established pursuant to Clause 6.3 below.

"Partners" shall mean Lancashire County Council, Blackpool Council, Blackburn with Darwen Borough Council, Lancashire Constabulary, Her Majesty's Courts and Tribunal Service, Lancashire Fire and Rescue Service and the Highways Agency.

"Partnership" shall mean the Lancashire Partnership for Road Safety.

"Partnership Activities" shall mean enforcement activity and any other initiatives which the Partners shall agree to undertake from time to time in pursuit of the aims and objectives of this Agreement.

"Partnership Budget" shall mean the total of the financial contributions to be made by the Local Authorities and Police under this Agreement in respect of the operation of the Partnership.

"Partnership Treasurer" shall mean the Partner with responsibility for the administration of the finances of the Partnership.

"Term" shall be the period of this Agreement set out in Clause 11.1 below.

"Working Day" shall mean Monday to Friday (excluding public and bank holidays) in England.

2. Purpose of the Agreement

The purpose of this document is to set out the roles and responsibilities of each of the Partners, the outcomes to be achieved by working together and the working practices to be used to achieve the outcomes stated in the Introduction.

3. Local Authority Partners' Roles and Responsibilities

- 3.1 Each Local Authority Partner shall support the aims and objectives of the Partnership and shall not knowingly act in any manner which would tend to undermine such aims and objectives.
- 3.2 Each Local Authority Partner shall comply with any reasonable request of any other Partner to enable that Partner to carry out its responsibilities under the Agreement.
- 3.3 Each Local Authority Partner shall consult and agree its approach in relation to speed management within its own administrative area with the Police who shall undertake enforcement activity in pursuance of such an approach.
- 3.4 It shall be the responsibility of each Local Authority Partner, in consultation with the Police, where appropriate, to identify appropriate sites for enforcement within their respective areas.
- 3.5 Each Local Authority Partner shall be responsible for installing the camera housings and maintaining the land and camera housings only in respect of each fixed camera site within its area. For the avoidance of doubt such responsibilities shall include the preparation and maintenance of new sites, including the installation of lines and signs, to the appropriate standard to enable the site to be used safely and in accordance with any statutory provisions.

- 3.6 Each Local Authority Partner shall contribute to the Partnership Budget annually in advance (with regard to Clause 8) the sum determined by each Local Authority.
- 3.7 A Local Authority Partner may at any time request the Police to undertake additional enforcement activity within its area and the cost of any such additional enforcement activity shall be met by the Local Authority making the request. Where such additional enforcement activity cannot be undertaken without the level of enforcement activity being reduced in the areas of any of the other Local Authority Partners, the request must be referred to the Executive Board whose decision on the request for additional enforcement activity will be final. In reaching a decision, the Executive Board must take into account the impact of providing the additional enforcement activity on the other Local Authority Partners.
- 3.8 Each Local Authority Partner shall be responsible for maintaining content on their own websites relating to Partnership Activities in their respective areas and such content shall include contact details and links to the websites of the Partnership and those of the other Partners to facilitate the submission of enquiries to the appropriate Partner responsible for the subject matter of a specific enquiry. The Partnership website shall be maintained by Lancashire County Council for a minimum of one year from the date of this agreement. The Partnership website shall signpost to the respective Partner websites.
- 3.9 In circumstances where the Local Authority Partners agree to collaborate in respect of local or national road safety initiatives they shall commit to supporting such initiatives by providing such resources as may be agreed by the Management Board.

4. Roles and Responsibilities of the Police

- 4.1 The Police shall support the aims and objectives of the Partnership and shall not knowingly act in any manner which would tend to undermine such aims and objectives.
- 4.2 The Police shall consider any reasonable request of any of the Local Authority Partners to enable that Partner to discharge its responsibilities under this Agreement.
- 4.3 The Police shall be responsible for determining policy and procedure in relation to any issue of enforcement in respect of road traffic offences but shall consult the Local Authority Partners on such matters where it considers it is appropriate to do so.
- 4.4 The Police shall contribute annually to the Partnership Budget from the speed awareness levy the sum agreed in accordance with the provisions of Clause 8 of this agreement.
- 4.5 The Police shall provide the total number of speed enforcement hours agreed by the Executive Board. The level of enforcement in each Local Authority Partner area shall be proportionate to the financial contribution made to the Local Authority funded element of the Partnership Budget by each of the Local Authority Partners.
- 4.6 The Police shall be responsible for the installation and maintenance of any camera equipment associated with the Partnership Activities including any associated costs and may if it is considered necessary enter into appropriate arrangements with external contractors in this regard, with approval from the Executive Board. Any cost incurred by the Police under this provision shall be recovered from the Partnership Budget. For the avoidance of doubt, 'camera equipment' shall not include the camera housings installed at any fixed

camera sites which shall remain the responsibility of the Local Authority Partner in whose area the fixed camera site is located.

- 4.7 In enforcing road traffic offences falling within the ambit of this Agreement the Police shall at all times comply with all relevant statutory provisions, codes of practice, procedures and guidelines. During the course of their enforcement activities the Police shall also have regard to Partnership aims and objectives and shall ensure that the integrity of the Partnership and the enforcement process is maintained.
- 4.8 The Police shall employ sufficient numbers of suitably qualified and experienced personnel as it reasonably considers necessary to undertake their activities as contemplated by this Agreement.
- 4.9 The Police shall maintain detailed records in respect of the level of enforcement activity undertaken on behalf of the Partnership each month containing such information as the Executive Board may reasonably request broken down by Local Authority Partner area and shall make this information available to the Executive Board, as soon as practicable, to enable the Executive Board to monitor enforcement activity levels and to ensure that enforcement activity costs are apportioned appropriately and in accordance with this Agreement.
- 4.10 The Police shall co-ordinate all responses to media enquiries relating to enforcement activities undertaken on behalf of the Partnership and shall act as a media spokesperson for the Partnership on such issues. The Partners shall respond to media enquiries relating to their activities and areas of responsibility.
- 4.11 In responding to media enquiries the Police shall consult with such of the Partners as it considers appropriate in the circumstances.

5. Other Partners

- 5.1 Partners other than the Local Authority Partners and the Police shall commit to supporting local and national road safety initiatives in which the Local Authority Partners and/or Police are involved by contributing such resources as may be agreed by the Management Board.
- 5.2 Partners other than the Local Authority Partners and Police shall be represented on the Management Board and shall have equal voting rights. However, for the avoidance of doubt, such Partners shall not be represented on the Executive Board and shall not be required to make any financial contribution to the Partnership Budget.
- 5.3 Additional agencies and organisations may from time to time be appointed to the Partnership at the Executive Board's discretion.

- ## **6. Governance of the Partnership**
- 6.1 An Executive Board shall be established consisting of the nominated Assistant Chief Constable from the Police and an appropriate Cabinet Member from each of the Local Authority Partners, each supported by a senior officer.
- 6.2 The Executive Board shall set policies and priorities for the delivery of Partnership funded enforcement of speed limits in order to reduce road casualties and address local concerns about speed related issues in Lancashire and comply with the terms of reference set out in Schedule 1 to this Agreement.
- 6.3 A Management Board shall be established to support the Executive Board comprising senior officers of each Partner organisation.

6.4 The Management Board shall carry out the wishes of the Executive Board and comply with the Terms of Reference of the Management Board set out at Schedule 2 to this Agreement.

7 Employment

7.1 Partners in employing staff to carry out any Partnership Activities shall ensure that those appointed are suitably qualified and competent to carry out the tasks assigned in pursuit of the Partnership aims and objectives.

7.2 Any staff appointed by a Partner to undertake work in respect of Partnership Activities shall be employed subject to the employing Partner's usual terms and conditions of employment.

7.3 The Partner employing staff shall be responsible for complying with all statutory and other duties owed by an employer to an employee including but not limited to those relating to health and safety at work and shall also ensure that it has in place adequate employer's liability insurance to cover any potential liability it has towards the staff.

7.4 The employing Partner shall be solely responsible for all and any costs incurred in respect of it employing staff in connection with its Partnership Activities, including but not limited to salary expenses pension contributions and National Insurance contributions. For the avoidance of doubt, each Partner shall bear its own costs in respect of any redundancies relating to any staff it employs in connection with the Partnership Activities.

7.5 For the avoidance of doubt, if during this agreement or as a result of the termination of the Partnership, the CPU ceases to operate, the redundancy costs of the related CPU staff will be met by a reserve amassed from speed awareness levy income held by the Police. The amount of this reserve will be

reviewed annually and agreed by the Executive Board. If the entire reserve is not required for the purpose of meeting such redundancy costs any surplus will be declared to the Executive Board for a decision to be made regarding its use for road safety activities.

8 Financial Arrangements

- 8.1 For each year of the Term the Police will report their annual contributions to the Partnership Budget from speed awareness course levy returns to the Executive Board by 30th November the preceding financial year or at the latest before the last day of February the preceding financial year.
- 8.2 Any surplus funds in excess of the reserve referred to in Clause 7.5 generated via the speed awareness course levy after the agreed annual contribution to the Partnership Budget will be held separately by the Police to be used solely on Partnership Activities as agreed by the Executive Board.
- 8.3 For each year of the Term each Local Authority Partner will report their annual contributions to the Partnership Budget to the Executive Board by 30th November the preceding financial year or at the latest before the last day of February the preceding financial year.
- 8.4 The Partnership Treasurer shall invoice each Local Authority Partner on the 1st April of each year of the Term (or as soon as is practicable thereafter) with details of the annual contributions to the Partnership Budget.
- 8.5 Annual expenditure of the Partnership Budget in each Local Authority's area shall be apportioned commensurate with each Local Authority's contribution to the Local Authority funded element of the Partnership Budget.

- 8.6 All decisions concerning the finances of the Partnership, including the use of any surplus funds and the manner in which any deficit is to be addressed shall be the responsibility of the Executive Board.
- 8.7 The Police shall provide budget monitoring in relation to the CPU activities in the form of a standard monthly Devolved Financial Management (DFM) Statement. Monthly DFM Statements showing the cumulative financial position shall be submitted to the Partnership Treasurer by the 8th Working Day following month end, in line with the Police approved DFM reporting deadlines.
- 8.8 The Partnership Treasurer shall arrange 11 monthly payments in arrears to the Police between April and February, equal to $\frac{1}{12}$ of the agreed annual revenue element of the Partnership Budget contributions from the Local Authority Partners. The final monthly payment to the Police or any refund to the Partnership Treasurer of any Partnership Budget surplus in respect of Local Authority and Police contributions is to be made after the final annual accounts of the Partnership have been agreed and signed off by the Partnership Treasurer.
- 8.9 In the event of revenue budget savings being achieved in relation to the operation of the CPU this sum will be paid over to the Partnership Treasurer to be reinvested into initiatives to reduce road casualties as agreed by the Executive Board. For the avoidance of doubt any such savings will not be set-off against any agreed contributions to the following year's Partnership Budget.
- 8.10 In addition to the CPU revenue budget contributions, the Police shall invoice a management fee, to be agreed annually by the Executive Board, to the

Partnership Treasurer. A breakdown of costs that make up this charge will be provided to the Partnership.

9 Accounting Arrangements

9.1 The Partnership Treasurer shall undertake the financial administration on behalf of the Partnership and shall be responsible for the exercise of proper financial control of the budget in accordance with good public administration accounting practice and its internal financial regulations.

9.2 The Partnership Treasurer may recover a fee (to be agreed by the Executive Board in advance for each year of the Agreement) in consideration of it providing financial administration services on behalf of the Partnership.

9.3 The Partnership Treasurer and the Police shall each maintain a separate account for the Partnership which shall show income/expenditure and capital/revenue separately.

9.4 The Partners shall be entitled to receive full details of the accounts maintained by the Partnership Treasurer and the Police who shall each supply copies of the same to Partners upon request.

10 Assets

10.1 The Partners shall as soon as is practicable following the date of this Agreement draw up a schedule of assets acquired for the purposes of the Partnership which shall include (but shall not be limited to) the following:

- vehicles
- equipment
- buildings or interests in land
- office equipment

- computer hardware or software

10.2 The Management Board shall ensure that details of any assets acquired during the Term shall be provided to the Partnership Treasurer whose responsibility it will be to maintain the asset register.

11 Term and Termination

11.1 The Agreement shall commence on the 1st April 2011 and shall continue for a period of 5 years until 31st March 2016 unless terminated in accordance with the terms of this Agreement.

11.2 Any Partner may terminate its interest in this Agreement by giving no less than six months notice in writing of its intention to do so.

11.3 Any Partner may give notice of its intention to terminate its involvement in the Partnership with immediate effect if in its reasonable opinion one or more of the other Partners is in fundamental breach of the Agreement and either the breach cannot be remedied or the Partner or Partners in breach have failed to remedy the breach within 30 days of receipt of a notice specifying the nature of the breach and requiring it to be remedied.

11.4 In the event of the following:

11.4.1 termination by any Partner in accordance with Clauses 11.2 or 11.3;

or

11.4.2 any of the statutory functions connected to the aims and objectives of the Partnership being fundamentally changed or a situation arising as a result of legislative change whereby a Partner is no longer empowered to carry out such a function,

the Executive Board shall determine if the Partnership can continue to operate in accordance with the provisions of this Agreement.

- 11.5 Upon termination of the Partnership the following provisions shall apply:
- 11.5.1 Those assets affixed to or abutting the highway shall belong entirely to the Local Authority Partner in whose area the highway is situated
 - 11.5.2 As at the date of termination the Management Board shall arrange to have carried out as soon as is reasonably practicable a valuation of all assets appearing on the Partnership asset register
 - 11.5.3 The Police shall have an option to utilise any vehicle or equipment used by it in connection with its Partnership Activities and which appears on the asset register, subject to agreement by the Executive Board.
 - 11.5.4 The Partnership Treasurer shall arrange for the sale at open market of all assets falling within 11.5.2 above which are not utilised by the Police and pay the sums raised into the Partnership funds.
 - 11.5.5 The Partnership Treasurer shall arrange for any outstanding liabilities in respect of which expenditure from the Partnership Budget has been approved by the Executive Board to be paid from the Partnership Budget.
- 11.6 When all assets have been sold and all liabilities discharged any surplus sums held in the Partnership Budget shall be distributed to the Local Authority Partners. Each Local Authority Partner shall receive a proportion of the surplus commensurate with the proportion of the Partnership Budget contributed by it during the existence of the Partnership.
- 11.7 Where termination relates to one or more Partners but the Partnership otherwise continues the Management Board shall arrange for a valuation of all Partnership assets at the date of termination including any funds constituting the Partners' financial contributions towards the Partnership Budget not

committed to Partnership Activities at the date of termination and the Partnership Treasurer shall apportion a share of those Partnership assets to the terminating Partner(s) commensurate with the proportion(s) of the Partnership Budget contributed by the terminating Partner(s).

The Partnership Treasurer shall at the same time calculate the terminating Partner(s) share of the Partnership liabilities as at the date of termination. The Executive Board shall determine whether the terminating Partner(s) shall be reimbursed with its / their apportioned share(s) of the Partnership assets (less its/their apportioned share(s) of the liabilities) as at the effective date of termination in relation to that or those Partner(s) or if reimbursement should be made when the Partnership is terminated as a whole.

For the avoidance of doubt, the liabilities referred to above shall include funds which have been committed to Partnership Activities but which may not have been spent at the time of the calculation being undertaken; and a terminating Partner shall not be entitled to be reimbursed with any part of its financial contribution made towards the Partnership Budget which at the date of termination has been committed to Partnership Activities but which may not at that time have been spent.

12 Liability

12.1 Each Partner (the "Indemnifying Partner") shall indemnify and hold harmless all the other Partners (the "Indemnitees") against all third party claims (as defined in Clause 12.6 below) which may be asserted against or suffered by any of the Indemnitees the cause of which claim arose by virtue of any act,

neglect or default of the Indemnifying Partner, its employees, agents or licensees.

12.2 Except for Clause 12.3 the Indemnifying Partner's liability, whether for breach of contract, negligence or otherwise, shall not exceed the amount of contribution committed by the Indemnifying Partner for the relevant financial year in which the cause of action arose.

12.3 No Indemnifying Partner seeks to exclude or limit its liability for death or personal injury caused by its negligence or fraudulent misrepresentation made by it or on its behalf, or such other matters where exclusion of liability is constrained or prohibited by operation of law.

12.4 Except as otherwise expressed in this Agreement, no Indemnifying Partner shall be liable to the others for:

12.4.1 loss of actual or anticipated profits or any economic loss, loss of revenue or loss of contract, whether direct or indirect; or

12.4.2 indirect, special or consequential loss or damage arising out of or in connection with this Agreement, whether for breach of contract, negligence or otherwise.

12.5 Liability for any third party claims based upon actions or decisions taken by the Executive Board or the Management Board or any group set up by the aforementioned, if acting upon a decision of any of the aforementioned shall be shared on an equal basis between those Partners being members of the Partnership at the time the cause of action arose.

12.6 For the purposes of this Clause 12 "claims" shall mean all demands, claims and liability (whether criminal or civil, arising in contract or tort or otherwise) for losses, damages, legal costs or other expenses of any nature whatsoever

and all costs and expenses reasonably and properly incurred in connection therewith.

12.7 In the event of any challenge to the legitimacy or legality of any Partnership Activity or the involvement of any Partner or of the Partnership itself the Management Board shall meet as soon as practicable to determine the future conduct of the claim.

12.8 None of the Partners shall be liable for any delay in performing or failure to perform any of their obligations under this Agreement if the delay or failure results from events or circumstances beyond that Partner's reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which the performance is prevented provided always that if such delay or failure persists for more than three months the Executive Board shall meet to determine if the Agreement can continue in its present form.

12.9 Each Indemnitee shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Indemnitee is entitled to bring a claim against the Indemnifying Partner pursuant to this Agreement.

13 Dispute Resolution

13.1 The Partners shall attempt in good faith to negotiate an informal settlement of any dispute between them arising out of or in connection with this Agreement.

13.2 If the Partners are unable to resolve the dispute in informal discussions then any of the Partners may at its option give notice to the other Partners in writing of its intention to invoke the dispute procedure set out in Clauses 13.3 to 13.5 of these Conditions.

- 13.3 Within 10 Working Days of receipt of the said notice or any other period agreed between the Partners the Management Board shall meet to attempt to resolve the dispute.
- 13.4 In the event that the Management Board is unable to resolve the said dispute the Executive Board shall meet within 10 Working Days of the meeting referred to in Clause 13.3 (or such other period as shall be agreed by the Executive Board) in a further attempt to resolve the dispute.
- 13.5 In the event that the Executive Board fails to resolve the said dispute then it may at the request of any of the Partners be determined by a single arbitrator to be nominated by the President of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force. The costs of the arbitration shall be shared equally between the Partners in dispute each party being responsible for its own costs.
- 13.6 During the dispute process the Partners agree to continue in good faith to support the aims and objectives of the Partnership and to carry out their roles and responsibilities as set out in this Agreement.

14 General

- 14.1 Reference to Clauses and Schedules are references to Clauses and Schedules in this Agreement. The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of the Agreement and any reference to the Agreement shall include a reference to the Schedules.
- 14.2 Words importing the singular shall include the plural and vice versa and words importing a gender include every gender.

- 14.3 References to any party shall include its employee's agents and nominated representatives.
- 14.4 All the Partners will at all times respect and protect any confidential information acquired pursuant to this Agreement and shall not disclose any confidential information to any third party not otherwise entitled to receive such information.
- 14.5 Notwithstanding the provisions of Clause 14.4, each of the Partners understands and acknowledges that all Partners are public authorities to which the Freedom of Information Act 2000 (the 'Act') and the Environmental Information Regulations 2004 (the 'Regulations') apply. The Partners shall, as appropriate, co-operate with each other and provide assistance to each other (at their own cost) to enable any Partner to comply with its obligations under the Act or the Regulations in respect of information arising from the operation of the Partnership and/or this Agreement.
- 14.6 In performing any obligation under this Agreement the Partners shall at all times ensure that they comply with all relevant statutes, laws, enactments, statutory instruments, rules and regulations including (but not limited to) the Health and Safety at Work etc. Act 1974 and any regulations made thereunder, the Human Rights Act 1998, Equality Act 2010 and Bribery Act 2010.
- 14.7 Save as otherwise provided for under this Agreement no purported variation of the Agreement shall be effective unless the same is in writing, expressly refers to this Agreement and the provision being varied and is signed by each Partner.
- 14.8 In the event that any future legislation significantly affects the performance of this Agreement or the viability of the Partnership the Executive Board shall

meet to discuss how the Agreement should be amended to reflect the change in legislation.

14.9 No Partner shall assign or novate the Agreement or any part of it without the written consent of the Executive Board.

14.10 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters referred to herein and supersedes any previous agreement whether written or oral between the parties.

14.11 Each provision of the Agreement is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Agreement (except to that extent in those circumstances in the case of that provision) the validity, legality and enforceability of that and all other provisions of the Agreement shall not be affected or impaired it being the parties' intention that every provision of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

14.12 No failure on the part of any Partner to exercise and no delay on its part in exercising any right of remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof and no delay on its part in exercising any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

14.13 Any notice given under this Agreement shall be in writing and delivered personally or sent by First Class mail to the Partners at the address stated at

the commencement of this Agreement. In proving the notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted as the case may be.

14.14 The provisions of this Agreement shall be governed by and construed in accordance with English law.

14.15 No term of this Agreement is intended to be enforceable by a person who is not a party to the Agreement and the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

Draft 18/01/2012

Signed by for and on behalf of)
Lancashire County Council)

Signed by for and on behalf of)
Blackpool Council)

Signed by for and on behalf of)
Blackburn with Darwen Borough Council)

Signed by for and on behalf of)
Lancashire Constabulary)

Signed by for and on behalf of)
Her Majesty's Court's and Tribunal Service)

Signed by for and on behalf of)
The Highways Agency)

Signed by for and on behalf of)
Lancashire Fire and Rescue Service)

Draft 18/01/2012

Schedule 1 – Executive Board Terms of Reference

LANCASHIRE PARTNERSHIP FOR ROAD SAFETY **EXECUTIVE BOARD** **TERMS OF REFERENCE**

The following are the terms of reference for the Executive Board, hereafter referred to as 'the Board'.

1. PURPOSE AND REMIT

The primary role of the Board will be to set policies and priorities for the delivery of enforcement of speed limits in order to reduce road casualties and address local concerns about speed related issues across Lancashire.

In pursuance of this, the Board will ensure that all partnership activities are directed towards achieving the aims and objectives and specifically:

- a) To make decisions on Partnership Policies, Priorities and Strategy
- b) To review the level and distribution of enforcement activity undertaken within each area
- c) To agree the financial arrangements to of the Partnership
- d) To ensure appropriate level of support from within the partner organisations for partnership activities
- e) To receive progress reports from the Management Board on the financial position and outcomes achieved by the partnership.

2. MEMBERSHIP

The Board shall comprise the relevant Cabinet Members supported by an appropriate Senior Officer from Lancashire County Council, Blackpool Council and Blackburn with Darwen Borough Council and the Assistant Chief Constable from Lancashire Constabulary supported by an appropriate Senior Officer.

The first meeting of the Executive Board shall be convened as soon as possible and in any event prior to the 1st August 2011, at which the Executive Board will decide upon the Chairing and administrative arrangements for the financial year 2011 – 2012 for both the Executive Board and the Management Board.

At the first meeting of each financial year the Executive Board will decide upon the arrangements for the next 12 months.

Should a vote be required on any issue, each member organisation present at the meeting will have one vote with the Chair having the casting vote in circumstances where there is an equality of votes.

In order to be quorate all partner organisations should be represented at the meeting. Where a member organisation cannot be present at the meeting then a vote by proxy should be issued by the said member organisation.

3. FREQUENCY OF MEETINGS

The Board will meet quarterly or as otherwise agreed.

4. AGENDA AND PAPERS

The 'Chairing' Partner will circulate agenda and relevant papers at least 5 working days in advance of the date of the meeting.

Items for inclusion on the agenda are to be submitted to the 'Chairing' Partner prior to the circulation of the agenda.

5. REPORTING

The Board will receive quarterly reports from the Management Board on the following items:

- a) Financial position of the partnership
- b) Performance management highlighting progress towards achieving the Partnership aims and objectives through activities and casualty statistics.

And a verbal update from the Chair regarding ongoing activities

It is the responsibility of the Board Members to report back to their respective organisations decisions and other relevant information.

Schedule 2 – Management Board Terms of Reference

LANCASHIRE PARTNERSHIP FOR ROAD SAFETY **MANAGEMENT BOARD** **TERMS OF REFERENCE**

The following are the terms of reference for the Management Board, hereafter referred to as 'the Board'.

2. PURPOSE AND REMIT

The primary role of the Board will be to manage the delivery of enforcement of speed limits and promote a collaborative approach to education and engagement across Lancashire in order to reduce road casualties and address local concerns about speed related issues across Lancashire.

In pursuance of this, the Board will ensure that all partnership activities are directed towards achieving the aims and objectives and specifically:

- f) To ensure appropriate level of resources are allocated within Local Authority Partner Areas.
- g) To receive reports from the Partnership Treasurer on partnership income and expenditure.
- h) To monitor the level of enforcement activity undertaken within each Area and assess effectiveness in addressing partnership aims and objectives.
- i) To agree progress reports for submission to the Executive Board.
- j) To encourage a collaborative approach to education and engagement and any other appropriate activities to reduce road casualties across Lancashire and to share good practice.

6. MEMBERSHIP

The Board shall comprise one representative from each of the partner organisations listed in the Partnership Agreement who shall be an officer of sufficient seniority within that organisation to be able to commit sufficient resources to ensure a successful contribution to partnership activities as agreed by the Executive Board

In addition the Board may request attendance at the meeting by appropriate officers in relation to specific agenda items.

The arrangements for the administration and chairing of the meetings will be determined by the Executive Board annually for the forthcoming financial year at the final meeting of the current financial year.

Should a vote be required on any issue each member organisation present at the will have one vote. At least 4 members of the Board will be required to be in attendance for a voting quorum.

7. FREQUENCY OF MEETINGS

The Board will meet quarterly or as otherwise agreed.

8. AGENDA AND PAPERS

The 'Chairing' Partner will circulate agenda and relevant papers at least 5 working days in advance of the date of the meeting.

Items for inclusion on the agenda are to be submitted to the 'Chairing' Partner prior to the circulation of the agenda.

9. REPORTING

The Board will receive quarterly reports on the following items:

- c) Financial position of the partnership
- d) Performance management detailing progress towards achieving the Partnership aims and objectives.
- e) And a verbal update from partners relating to communications and other activities carried out by partners