## CONNECTING CAMBRIDGESHIRE PROGRAMME EXPANSION

То:	Economy and Environment		
Meeting Date:	16 <sup>th</sup> August 2018		
From:	Graham Hughes, Executive Director Place & Economy		
Electoral division(s):	All		
Forward Plan ref:	N/A	Key decision:	Νο
Purpose:	Programme and to	for the Connectin seek approval for ng agreement with	ng Cambridgeshire or the proposed h the Cambridgeshire
Recommendation:	E&E Committee is recommended to:		
	a) Note the propos Cambridgeshire Pr funding sources, t	rogramme, incorp	
	Cambridgeshire Cand Peterborough	ounty Council and Combined Autho	rship Working between d the Cambridgeshire ority for the delivery of geshire Programme
		ultation with the ( ommittee, minor s signature of the S	Chairman and Vice- modifications to the

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## 1. BACKGROUND

- 1.1 The Connecting Cambridgeshire Programme has been underway since 2011, with up to £20m funding from Cambridgeshire County Council and £3m from Peterborough City Council. Over the course of the programme this has been supplemented a further £10m investment of contract "clawback" funding (as a result of high take-up) and more than £30m government and European Union (EU) funding as well as private investment.
- 1.2 The Programme was initially focused solely on fixed broadband, but given the increasing reliance on all forms of connectivity and the interdependence between them, this was quickly broadened to include mobile and public access Wi-fi, with a remit to secure a 21st century digital infrastructure across Cambridgeshire to:
  - Drive forward economic growth
  - Help build and sustain thriving, connected communities across the county
  - Facilitate streamlined public service delivery
- 1.3 In March 2017 the Economy and Environment Committee approved the use of up to £5m "clawback" funding from the Superfast Broadband gap funding contract to support new extended targets to deliver Superfast Broadband coverage to more than 99% of Cambridgeshire and Peterborough homes and businesses by the end of 2020. It is anticipated this will be supplemented by further EU and government funding, and additional funding bids have been submitted. Wider digital infrastructure targets, incorporating full fibre, mobile and public access Wi-Fi improvements, were also approved.
- 1.4 The Superfast Broadband (SFBB) rollout is being delivered in multiple phases, and remains on track, with just over 96% coverage at present, targeting 97% by the end 2019 and more than 99% by the end of 2020.
- 1.5 As part of the wider targets, a successful funding bid was submitted to the Government's Local Full Fibre Networks (LFFFN) programme for £4m. This will assist the delivery of a more extensive fibre backbone across Cambridgeshire.
- 1.6 In March 2018 the Cambridgeshire and Peterborough Combined Authority (C&PCA) approved recommendations to provide an additional £5.6m funding to support the broader digital infrastructure programme for Cambridgeshire and Peterborough. The report approved by the C&PCA Paper is included at Appendix Two.

## 2. PARTNERSHIP WORKING WITH THE CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

2.1 As the major funding partner, the Connecting Cambridgeshire Programme will act as the delivery unit for all additional work streams, including those which will be funded by the CP&CA. These include further full fibre rollout, public access Wi-Fi provision for market towns, improved mobile coverage and support for early deployment of "next generation" 5G mobile services.

The partnership agreement is intended to facilitate joint working by setting out the governance and funding arrangements.

## 2.2

Statement of Partnership Working The full text of the proposed partnership agreement is included at Appendix One. A summary of the key provisions are set out in the table below:

Description	Summary of approach
Governance	CCC will use its existing committee structure processes to provide governance for the programme. CCC's experience through delivering its Digital Connectivity Programme since 2011 means that CCC has a well- established assurance framework that includes project options and financial appraisal; consultation and officer and councillor scrutiny prior to sign off and subsequent programme monitoring.
Programme Delivery	CCC will lead on delivery of the Digital Connectivity Programme. This programme will be governed by the assurance frameworks in place within CCC, including its programme management approach. Investment decisions in relation to CPCA funding will be agreed by Connecting Cambridgeshire Programme Board and will form part of regular programme reporting to the Combined Authority Board.
	In the delivery of the Programme, CCC will rely upon its procedures to regulate:
	(a) data protection, FOI and confidentiality of information held on behalf of the CPCA
	(b) procurement and contracting
	(c) prevention of fraud, bribery and adherence to the Modern Slavery Act
	(d) adherence to the Transparency Code
	The CPCA agrees to fully co-operate with the CCC Programme Director and CCC governance groups to meet the obligations to support the delivery of the Digital Connectivity Programme by:
	<ul> <li>(a) Adopting the overriding principle to support the work of the delivery team;</li> </ul>
	<ul> <li>(b) Aligning delivery of agreed milestones to secure decision-making in a timely way;</li> </ul>
	(c) Ensuring the necessary funding is transferred to CCC promptly on request, to support delivery of the programme. Funding will be transferred quarterly in arrears as agreed between the CCC Programme Director and the CPCA Strategic Client Team;
	(d) Keeping the CCC Programme Director aware of any CPCA matters that may impact on delivery, success, funding or timescales and informing the CCC Programme Director of such change immediately upon becoming aware of the same.
Payment mechanism	CCC acknowledges and agrees that CPCA funding for the Digital Connectivity Programme will be allocated to specific work streams in

	accordance with the overall programme objectives as set out in the CPCA Business Case.
	Funding allocations will be agreed and drawn down according to agreed programme gateways/milestones as approved by the Connecting Cambridgeshire Programme Board.
	The CPCA undertakes to:
	(a) Ensure the necessary funding is transferred to CCC promptly on request, to support delivery of the programme.
	(b) Funding will be transferred quarterly in arrears as agreed between the CCC Programme Director and the CPCA Strategic Client Team.
Marketing and communication	CCC shall lead on all publicity for the Digital Connectivity Programme in liaison with the CPCA.
Monitoring and assurance	CCC agrees to fully co-operate with the CPCA Board and Strategic Client Team to meet the obligations under the Monitoring and Evaluation Framework by:
	<ul> <li>(a) Adopting the overriding principle to deliver the Digital Connectivity Programme within agreed quality, timescales and to budget;</li> </ul>
	<ul> <li>(b) Aligning delivery of agreed milestones to secure decision-making in a timely way;</li> </ul>
	(c) Meeting the key performance indicators agreed with the CPCA
	(d) Ensuring the necessary technical ability, knowledge and skills amongst its team to deliver the Digital Connectivity Programme.
	(e) Keeping the Director and Portfolio Holder of the CPCA aware of any changes to the Programme which may impact the delivery, success, funding or timescales of the Programme and informing the Director of the CPCA of such change immediately upon becoming aware of the same
Escalation and dispute resolution	A standard dispute resolution process is included:
	(a) If either Party has any issues, concerns or complaints about the delivery of the Digital Connectivity Programme, the Partner Authorities shall seek to resolve the issue by a process of consultation between the relevant director of the Strategic Client Team and the CCC Programme Director ("Initial Meeting").
	(b) If the issue cannot be resolved within one calendar month of the Initial Meeting, the matter shall be deemed to be a deadlock matter ("Deadlock Matter"). In the occurrence of a Deadlock Matter, the Partner Authorities agree that the Deadlock Matter shall be referred by either Party to senior representatives of both bodies being, the Portfolio Holder or the Chief Executive of the

CPCA ("CPCA Representative") and the Leader or Chief Executive of CCC ("Partner Representative") who shall meet within one calendar month of having the Deadlock Matter referred to themselves, with a view of meeting in good faith to resolve the Deadlock Matter ("Senior Representative Meeting").
(c) If the Deadlock Matter cannot be resolved within Fifteen (15) days of the matter being discussed at the Senior Representative Meeting, the Partner Authorities shall attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed by the Partner Authorities the mediator shall be nominated by CEDR.

## 3. ALIGNMENT WITH CORPORATE PRIORITIES

#### 3.1 Developing the local economy for the benefit of all

Over the last decade there has been an exponential growth of digital technology, which now underpins almost all aspects of modern living in every sphere across work, travel, leisure and health. Increasingly it impacts on the economic strength, sustainability and quality of life of all parts of the UK and beyond. As a consequence Internet access is now widely viewed as "the 4<sup>th</sup> utility".

The quality and coverage of digital connectivity impacts on businesses, residents and public service delivery across the whole of Cambridgeshire and Peterborough. The ubiquitous nature of digital technology also means that digital exclusion is now virtually synonymous with social exclusion and economic deprivation.

The economic impact is set out in more detail in Appendix 2 –  $28^{th}$  March Report to the C&PCA

- **3.2 Helping people live healthy and independent lives** As above in section 3.1
- 3.3 Supporting and protecting vulnerable people

There are no significant implications within this category

#### 4. SIGNIFICANT IMPLICATIONS

4.1 **Resource Implications** 

Section 1.6 outlines the significant implications

#### 4.2 Procurement/Contractual/Council Contract Procedure Rules Implications

Section 2.2 above outline the significant implications

#### 4.3 Statutory, Legal and Risk Implications

Section 2.2 above outlines the significant implications

## 4.4 Equality and Diversity Implications

There are no significant implications within this category

## 4.5 Engagement and Communications Implications

Approach set out in Section 2.2 above

## 4.6 Localism and Local Member Involvement

There are no significant implications within this category

## 4.7 Public Health Implications

There are no significant implications within this category

Implications	Officer Clearance
Have the resource implications been cleared by Finance?	Yes Name of Financial Officer: Sarah Heywood
Have the procurement/contractual/ Council Contract Procedure Rules implications been cleared by the LGSS Head of Procurement?	Yes or No Name of Officer: Not required no significant implications
Has the impact on statutory, legal and risk implications been cleared by LGSS Law?	Yes Name of Legal Officer: Karen White
Have the equality and diversity implications been cleared by your Service Contact?	Yes or No Name of Officer: Not required no significant implications

Have any engagement and communication implications been cleared by Communications?	Yes Name of Officer: Jane Sneesby
Have any localism and Local Member involvement issues been cleared by your Service Contact?	Yes or No Name of Officer: Not required no significant implications
Have any Public Health implications been cleared by Public Health	Yes or No Name of Officer: Not required no significant implications

## SOURCE DOCUMENTS GUIDANCE

Source Documents	Location
N/A	

## [DATED]

## **STATEMENT OF PARTNERSHIP WORKING**

between

## **CAMBRIDGESHIRE AND PETERBOROUGH**

## **COMBINED AUTHORITY**

and

## **CAMBRIDGESHIRE COUNTY COUNCIL**

AN AGREEMENT BETWEEN THE AUTHORITIES TO FURTHER THE MUTUAL OBJECTIVES OF THE COMBINED AUTHORITY AND CAMBRIDGESHIRE COUNTY COUNCIL FOR THE BENEFIT OF THE RESIDENTS OF CAMBRIDGESHIRE AND PETERBOROUGH

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- PART 5: ESCALATION & EXIT STRATEGY
- PART 6: STANDARD TERMS

[Appendices including business case and delivery plan to be developed as part of CPCA assurance process]

## THIS AGREEMENT is dated [DATE]

#### BETWEEN

- (1) The Cambridgeshire and Peterborough Combined Authority of The Incubator, Alconbury Weald Enterprise Campus, Huntingdon, PE28 4WX ("**CPCA**")
- (2) Cambridgeshire County Council, of Shire Hall, Cambridge ("CCC")

PART 1: INTERPRETING THE AGREEMENT

## 1. Definitions

## 1.1 The words below shall have the following meaning:

"Assurance Framework"	Means the national guidance produced by DCLG "Single pot assurance framework" dated April 2016 or its replacement guidance
CCC Programme Director	Means the Programme Director at Cambridgeshire County Council responsible for the Digital Connectivity Programme
CCC Connecting Cambridgeshire Programme Board	Means the CC board responsible for delivery of the Digital Connectivity Programme (also known as Connecting Cambridgeshire)
CCC Connecting Cambridgeshire Management board	Means the CCC board responsible for managing CCC the Digital Connectivity Programme finances and overall programme risks
"CPCA Board"	Means the meeting of the Combined Authority voting members and co-opted non-voting members chaired by the Mayor of Cambridgeshire and Peterborough
Delivery Plan	Means the approach and plan for the delivery of the Digital Connectivity Programme as set out more

fully at Appendix C

"Digital Connectivity Programme"	Means the programme to deliver improved digital connectivity infrastructure for the Cambridgeshire and Peterborough area as set out in the Business Case Appendix A. (This is also known as the Connecting Cambridgeshire Programme).
"Monitoring and Evaluation Framework"	Means the Monitoring and Evaluation Framework attached at Appendix B agreed by the Combined Authority to demonstrate probity, propriety and value for money in the delivery of projects subject to the national Assurance Framework
"Partner Authorities"	Means the CPCA and CCC
Portfolio Holder / Committee TBC	Means the CPCA representative appointed by the Mayor to lead on the Digital Connectivity Programme
"Strategic Client Team"	Means the team of Combined Authority officers led by the relevant Director to monitor the delivery of the programme
"Statement of Partnership Working (SPW)"	Means this agreement between the CPCA and the Partner
"Value for Money"	Means the definition by the National Audit Office, being the optimal use of resources to achieve the intended outcomes; "optimal" being the most desirable possible given the expressed or implied restrictions or constraints

1.2 Should there be any inconsistency between the SPW and the Assurance Framework the terms of the Assurance Framework shall have precedence over the terms of the SPW.

#### PART 2: THE PARTNERSHIP

#### 2. THE DEVOLUTION DEAL

2.1 The CPCA was established in March 2017 to deliver the terms of the devolution deal between central government and the constituent councils of Cambridgeshire and Peterborough. The devolution deal is more particularly described at:

### www.gov.uk/government/publications/cambridgeshire-and-peterborough-devolution-deal.

- 2.2 The devolution deal includes a commitment to improve connectivity, including digital connectivity. £5.66M has been made available to support Cambridgeshire County Council (CCC) in the delivery of the Digital Connectivity Programme in partnership with the CPCA. This document sets out the principles of this partnership.
- 2.3 CCC will lead on delivery of the Digital Connectivity Programme. This programme will be governed by the assurance frameworks in place within CCC, including its programme management approach. Investment decisions in relation to CPCA funding will be agreed by Connecting Cambridgeshire Programme Board and will form part of regular programme reporting to the Combined Authority Board.
- 2.4 The CPCA is subject to the Assurance Framework which details the accountability to DCLG for funding provided to the Combined Authority. The Combined Authority has developed a Monitoring and Evaluation Framework at Appendix B to demonstrate how it will deliver the requirements of the Assurance Framework.
- 2.5 The purpose of this SPW is to ensure that the Assurance Framework and the Monitoring and Evaluation Framework is as equally applicable to CCC as to the CPCA for the Programme delivered by CCC on behalf of the CPCA.
- 2.6 Both Partner Authorities acknowledge that the CPCA Monitoring and Evaluation Framework may be subject to review and amendment following changes to national guidance or law and will negotiate any amendments to this SPW arising from review with a commitment to ensuring that they do not in any way deviate from the principles and detail of the offer negotiated as part of the devolution deal.

#### 3. POWERS TO DELIVER THE PROJECT

- 3.1 The CPCA has the legal authority under the Cambridgeshire and Peterborough Combined Authority Order 2017 to deliver the programme. CCC is the CPCA's delivery partner for the Digital Connectivity Programme.
- 3.2 The CPCA and CCC are local authorities within the meaning of the Local Government Act 1972 and the Local Authorities (Goods and Services) Act 1970 and operate these arrangements as public sector bodies. CCC warrants to the CPCA that it has the relevant powers to undertake the delivery of the Digital Connectivity Programme and that it has provided or obtained all necessary local authority approvals in order to do so.
- 3.3 The Partner Authorities wish to record the basis on which they will collaborate with each other on the Project. This SPW sets out:
  - (a) the principles of collaboration;
  - (b) the governance structure the Partner Authorities will put in place; and

#### (c) the respective roles and responsibilities of the Partner Authorities

PART 3: PRINCIPLES OF COLLABORATION

#### 4. **PRINCIPLES OF COLLABORATION**

- 4.1 By signing this SPW, the CPCA and CCC agree to adhere to the following principles when carrying out the Digital Connectivity Programme:
  - a) Establish and abide by the governance structure as set out in Appendix A of this SPW to ensure that activities are delivered in accordance with an appropriate Assurance Framework (and any subsequent revisions);
  - b) Manage and account to each other for performance of the respective roles and responsibilities set out in this SPW;
  - c) Communicate openly about opportunities, major concerns and issues relating to the Digital Connectivity Programme;
  - d) Share information, materials and skills to develop effective working practices, mitigate risk and reduce cost;
  - e) Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this SPW

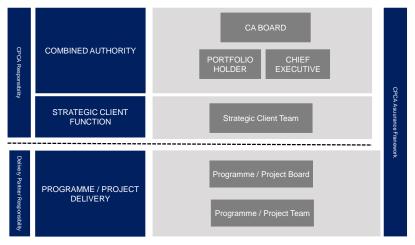
#### PART 4: GOVERNANCE STRUCTURE

#### 5. REQUIREMENTS OF ASSURANCE FRAMEWORK

5.1 The table 1 below sets out the governance structures of the CPCA and the high-level governance structure of the Partner necessary to meet the requirement of the Assurance Framework

Table 1

#### CPCA Governance



#### 6. GOVERNANCE STRUCTURE OF THE CPCA

- 6.1 Table 1 sets out how the CPCA will operate within the Assurance Framework to monitor and evaluate delivery of the Programme.
- 6.2 The CPCA Board provides strategic oversight, approves the funding transfer to CCC in accordance with the mechanisms set out in Appendix A and monitors and evaluates the delivery of the Digital Connectivity Programme.
- 6.3 Following delegation of powers, any rights or obligations of the CPCA will be read as the rights and obligations of the person to whom those powers have been delegated for the purpose of this SPW subject to any limitations placed upon that delegation by the CPCA
- 6.4 The CPCA shall discharge its annual obligation under the Monitoring and Evaluation Framework to evaluate delivery of the Digital Connectivity Programme through an annual report to the CPCA Board prepared by CCC on behalf of the CPCA Strategic Client Team. Any changes to this SPW arising from an annual review will be discussed and agreed by the partners who will adhere to any such agreed changes.

#### 7. ROLE OF PORTFOLIO HOLDER

- 7.1 The Portfolio Holder is appointed by the Mayor of the CPCA (from time to time) to lead on a specific functional area of the CPCA.
- 7.2 The Portfolio Holder for Transport and Infrastructure [tbc] is accountable to the CPCA for the oversight and delivery of the CPCA Digital Connectivity Programme.
- 7.3 The Portfolio Holder is supported by the Strategic Client Team and makes recommendations to escalate risks or funding issues or any matter requiring a decision to the Combined Authority Board.

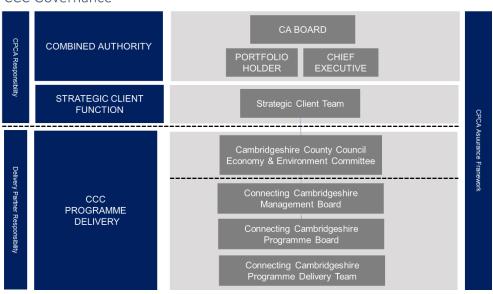
#### 8. ROLE OF STRATEGIC CLIENT TEAM

- 8.1 The Strategic Client Team is an officer group of the CPCA chaired by the relevant Director of the CPCA
- 8.2 The Strategic Client team provides strategic management and delivery assurance of the Digital Connectivity Programme and will meet regularly to monitor:
  - a) The programme delivery plan;
  - b) Key deliverables in relation to the agreed Digital Connectivity Programme work streams
  - c) Risk and mitigation measures;
  - d) Budget and progress; and
  - e) Matters to escalate to the Combined Authority Board.

#### 9. GOVERNANCE STRUCTURE OF CCC

9.1 The governance structure of CCC is illustrated in the Table 2 below. CCC will use its existing committee structure processes to provide governance for the programme. CCC's experience through delivering its Digital Connectivity Programme since 2011 means that CCC has a well-established assurance framework that includes project options and financial appraisal; consultation and officer and councillor scrutiny prior to sign off and subsequent programme monitoring. The programme will be subject to section 151 officer scrutiny; internal and external audit review; and value for money assessments.

#### Table 2



#### CCC Governance

- 9.2 As part of the Connecting Cambridgeshire delivery programme Cambridgeshire County Council acts as the accountable body for a number of external funding streams. The programme is funded from multiple sources including the County Council, Peterborough City Council, the Government's Local Full Fibre Networks Programme (known as LFFN), European Structural Infrastructure Fund (ESIF) in addition to CPCA funding.
- 9.3 All programme updates, consideration of milestones, risks, budget, etc are reported on a regular basis to the Connecting Cambridgeshire Programme Board, and where appropriate to the Connecting Cambridgeshire Management Board before being shared with the Strategic Client Team of the CPCA.
- 9.4 As this programme is delivered using funding from partners as well as CPCA funding, all reports will consider the entirety of the programme. Investment decisions will clearly identify the funding source in each case. Assurance reporting will reflect the requirements of the different funding bodies. The table 3 below summarises the funding sources, investment decisions and reporting. There may be additional funding sources in the future and the same principle will apply.

Connecting Cambridgeshire Programme - Funding, Investment Decisions & Reporting				
Funding source	Funding	Investment decisions	Assurance & Reporting	Reports
ссс	£10,275,000	Connecting Cambridgeshire Management Board	Connecting CAmbridgeshire Programme Board	Highlight reports
LFFN		Connecting Cambridgeshire Programme Board ratified as necessary by member assurance and DCMS	Connecting Cambridgeshire Programme Board DCMS checkpoint assurance process	Highlight reports LFFN Grant monitoring reports
СРСА	£5,641,000	Connecting Cambridgeshire Programme Board CPCA Strategic Client Team CPCA Board	Connecting Cambridgeshire Programme Board CPCA Strategic Client Team CPCA Board	Highlight reports Quarterly Reports Annual connectivity review
	£19,916,000			

#### 10. PROGRAMME DELIVERY

- 10.1 CCC acknowledges and agrees that CPCA funding for the Digital Connectivity Programme will be allocated to specific work streams in accordance with the overall programme objectives as set out in the Business Case. Funding allocations to specific work streams will be agreed as set out in the Business Case and drawn down according to agreed programme gateways/milestones as approved by the Connecting Cambridgeshire Programme Board.
- 10.2 The CCC Programme Director will develop an updated version of the Delivery Plan at regular intervals, which will be shared with the CPCA Strategic Client Function for monitoring purposes.
- 10.3 The key indicators of success are improvements to the digital connectivity across the CPCA area, with delivery targets as set out in the Business Case. CCC will report progress on the delivery of the Programme to the CPCA quarterly.

#### 11. DELIVERY ASSURANCE

- 11.1 CCC agrees and acknowledges that:
  - a) The CCC Programme Director is responsible for leading the Programme, agreeing and delivering against the requirements and milestones established in the programme delivery plan;
  - b) The CCC Programme Director will provide regular reports to the Strategic Client Team for assurance purposes. These reports will be presented to the Connecting Cambridgeshire Programme Board before being presented to the CPCA. The CCC Programme Director will attend any CPCA Board meetings at which such reports or assurance are due to be discussed.
  - c) The CCC Programme Director will attend Strategic Client Team meetings on a regular basis to report on progress against the programme delivery plan.
- 11.2 In signing this SPW, CCC agrees to fully co-operate with the CPCA Board and Strategic Client Team to meet the obligations under the Monitoring and Evaluation Framework by:
  - a) Adopting the overriding principle to deliver the Digital Connectivity Programme within agreed quality, timescales and to budget;
  - b) Aligning delivery of agreed milestones to secure decision-making in a timely way;
  - c) Meeting the key performance indicators agreed with the CPCA
  - d) Ensuring the necessary technical ability, knowledge and skills amongst its team to deliver the Digital Connectivity Programme; and
  - e) Keeping the Director and Portfolio Holder of the CPCA aware of any changes to the Programme which may impact the delivery, success, funding or timescales of the Programme and informing the Director of the CPCA of such change immediately upon becoming aware of the same
- 11.3 In signing this SPW, the CPCA agrees to fully co-operate with the CCC Programme Director and CCC governance groups to meet the obligations to support the delivery of the Digital Connectivity Programme by:
  - a) Adopting the overriding principle to support the work of the delivery team;
  - b) Aligning delivery of agreed milestones to secure decision-making in a timely way;
  - c) Ensuring the necessary funding is transferred to CCC promptly on request, to support delivery of the programme. Funding will be transferred quarterly in arrears as agreed between the CCC Programme Director and the CPCA Strategic Client Team;
  - d) Keeping the CCC Programme Director aware of any CPCA matters that may impact on delivery, success, funding or timescales and informing the CCC Programme Director of such change immediately upon becoming aware of the same.

#### 12. ESCALATION

- 12.1 If either Party has any issues, concerns or complaints about the delivery of the Digital Connectivity Programme, the Partner Authorities shall seek to resolve the issue by a process of consultation between the relevant director of the Strategic Client Team and the CCC Programme Director ("Initial Meeting").
- 12.2 If the issue cannot be resolved within one calendar month of the Initial Meeting, the matter shall be deemed to be a deadlock matter ("Deadlock Matter"). In the occurrence of a Deadlock Matter, the Partner Authorities agree that the Deadlock Matter shall be referred by either Party to senior representatives of both bodies being, the Portfolio Holder or the Chief Executive of the CPCA ("CPCA Representative") and the Leader or Chief Executive of CCC ("Partner Representative") who shall meet within one calendar month of having the Deadlock Matter referred to themselves, with a view of meeting in good faith to resolve the Deadlock Matter ("Senior Representative Meeting").
- 12.3 If the Deadlock Matter cannot be resolved within Fifteen (15) days of the matter being discussed at the Senior Representative Meeting, the Partner Authorities shall attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed by the Partner Authorities the mediator shall be nominated by CEDR.

To initiate the mediation, a Party must serve notice in writing (an "**ADR Notice**") to the other Party requesting a mediation. A copy of the ADR Notice should be sent to CEDR. The mediation shall start not later than thirty (30) Working Days after the date of service of the ADR Notice. Unless otherwise agreed by the Parties, CEDR, in conjunction with the mediator, shall make the necessary arrangements for the mediation including:

- a) nominating, and obtaining the agreement of the Parties to, the mediator;
- b) organising a suitable venue and dates;
- c) organising exchange of documents;
- d) meeting with either or both of the Parties (and the mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
- e) general administration in relation to the mediation.
- 12.4 No Party may commence any court proceedings in relation to any dispute arising out of this agreement until sixty (60) days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay in appointment.

12.5 If either Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000 in relation to the Project, the matter shall be dealt with by CCC as the lead partner.

#### **13. TERM AND TERMINATION**

- 13.1 This SPW shall commence on the date of signing and shall expire on completion of the Programme.
- 13.2 Either Party may terminate this SPW by giving at least three months' prior notice in writing to the other Party at any time.

PART 6: STANDARD TERMS

#### 14. RELIANCE ON PARTNER PROCEDURES

14.1 In the delivery of the Digital Connectivity Programme , CCC shall rely upon its procedures to regulate:

- (a) data protection, FOI and confidentiality of information held on behalf of the CPCA
- (b) procurement and contracting
- (c) prevention of fraud, bribery and adherence to the Modern Slavery Act
- (d) adherence to the Transparency Code

#### 15. PUBLICITY AND BRANDING

15.1 CCC shall lead on all publicity for the Digital Connectivity Programme in liaison with the CPCA.

#### **16. INTELLECTUAL PROPERTY**

16.1 The Partner Authorities agree that any intellectual property rights created during the Programme shall remain with CCC as the delivery partner. Where any intellectual property rights vest in CCC it shall grant an irrevocable licence to CPCA to use that intellectual property for the purpose of the programme.

#### 17. VARIATION

17.1 This SPW, including the Appendices, may only be varied by written agreement of the CPCA and the written agreement of the Chief Executive of CCC.

#### **18.** CHARGES AND LIABILITIES

- 18.1 CCC is responsible for ensuring it has adequate insurance coverage (including, but not limited to, public liability insurance) in place for the duration of the Digital Connectivity Programme.
- 18.2 The Partner Authorities remain liable for any losses or liabilities incurred due to their own or their employee's actions or omissions and neither Party intends that the other Party shall be liable for any loss (other than such losses which liability can never be limited or held harmless by a Party at law) it suffers as a result of this SPW.

#### 19. STATUS

- 19.1 This SPW is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this SPW. The Parties enter into the SPW intending to honour all their obligations
- 19.2 This SPW represents the entire agreement in relation to the Programme between the Partner Authorities and replaces any previous agreement in writing or otherwise which may or otherwise exist in relation to the same.
- 19.3 Nothing in this SPW is intended to, or shall be deemed to, create any joint committee, establish any legal partnership or commercial joint venture between the Partner Authorities, constitute either party as the agent of the other party, nor authorise either of the Partner Authorities to make or enter into any commitments for or on behalf of the other party.

#### 20. GOVERNING LAW AND JURISDICTION

20.1 This SPW shall be governed by and construed in accordance with English law and, without affecting the escalation procedure, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## Appendix 2 Digital Infrastructure Programme Report to C&PCA March 2018



CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY BOARD	AGENDA ITEM No: 2.3
28 MARCH 2018	PUBLIC REPORT

#### DIGITAL CONNECTIVITY INFRASTRUCTURE: IMPROVING MOBILE COVERAGE AND INCREASING THE FULL FIBRE FOOTPRINT ACROSS CAMBRIDGESHIRE AND PETERBOROUGH 1.0 PURPOSE

1.1. Fast, reliable internet connections are vital for economic growth. Our area already achieves a high level of success with Cambridge and Peterborough both in the top 5 fastest growing cities in the UK. We also have the highest productivity and employment rates of all the mayoral combined authorities.

1.2. The Combined Authority's ambition is to exceed this level of achievement. This report outlines the importance of digital connectivity to our future success. It proposes an innovative, multi-faceted approach which will:

- (a) Maintain and enhance Cambridgeshire and Peterborough's position as a leading digital county.
- (b) Support current economic strengths and protect future prosperity.
- (c) Maximise private sector investment and improve fixed and mobile connectivity as part of a 4 year programme.

DECISION REQUIRED				
Lead Member:	Mayor James Palmer			
Lead Officer: Pearl Roberts, Interim Director of Strategy and Planning Noelle				
Godfrey, Programme Director Connecting Cambridgeshire				
Forward Plan Ref:2018/011Key Decision:Yes				

The	Combined Authority Board is recommended to:	Voting arrangements
(a)	Note the digital infrastructure and mobile coverage in Cambridgeshire and	Simple majority of all Members

-		
	Peterborough and endorse the vision for the Mayoral Combined Authority to be a leading area for digital connectivity	
(b)	Approve in principle a budget of up to £5.66m to support the extension of the Connecting Cambridgeshire programme	
(c)	Authorise the Chief Executive, in consultation with the Mayor, to approve the business case and draw-down of funds in accordance with the approved business case relating to improvements to mobile coverage and the full fibre footprint for Cambridgeshire and Peterborough.	
(d)	Delegate to the Director of Strategy and Planning authority to approve the programme reporting and delivery arrangements in partnership with Cambridgeshire County Council and the other Combined Authority Constituent Councils.	

## 2.0 BACKGROUND

#### Introduction

2.1. Over the last decade there has been an exponential growth of digital technology, which now underpins almost all aspects of modern living in every sphere across work, travel, leisure and health. Increasingly it impacts on the economic strength, sustainability and quality of life of all parts of the UK and beyond. As a consequence Internet access is now widely viewed as "the 4<sup>th</sup> utility".

2.2. The quality and coverage of digital connectivity impacts on businesses, residents and public service delivery across the whole of Cambridgeshire and Peterborough. The ubiquitous nature of digital technology also means that digital exclusion is now virtually synonymous with social exclusion and economic deprivation.

## **Connecting Cambridgeshire Programme**

2.3. In general, along with the rest of the UK, the provision of digital connectivity infrastructure in Cambridgeshire has not matched demand from businesses, residents and public service organisations over the last decade. Locally this has been underlined in numerous surveys and consultations in recent years.

2.4. The Connecting Cambridgeshire Programme, led by Cambridgeshire County Council and co-funded by Peterborough City Council, was set up in late 2011, with a remit to improve the digital connectivity infrastructure across the area.

2.5. The initial focus of the programme was to improve the availability of Superfast Broadband (24mbps and up) across Cambridgeshire and Peterborough, although the scope has more recently broadened to include: analysis of mobile coverage; provision of public access Wi-Fi; and "future connectivity" including full fibre Gigabit capable infrastructure and preparing for 5G mobile services.

2.6. As part of the Superfast Broadband programme a gap funded contract was let with BT to deliver connectivity infrastructure to those areas of Cambridgeshire and Peterborough that would otherwise not be commercially viable. As a result of the programme the county superfast broadband coverage has gone from less than 60% in 2010 to over 96% by January 2018. Further rollout phases are now underway and Connecting Cambridgeshire has a very ambitious target to reach over 99% Superfast Broadband coverage across Cambridgeshire and Peterborough by the end of 2020 (See Appendix 1 - Cambridgeshire & Peterborough Digital Connectivity and Appendix 2 for regional comparators).

2.7. The contract with BT includes a "clawback" clause which operates if take-up is higher than the 20% originally anticipated. At over 50%, take up of Superfast Broadband services is amongst the highest in the country, which not only demonstrates high level of demand and engagement with digital technology across the county, but has also provided funding to support further rollout. (Further details in Appendix 6 – Programme Funding).

2.8. Since the programme got underway in 2012 further government and EU funding has been secured to deliver digital technology business support and connectivity voucher schemes to small businesses and public access Wi-Fi provision to around 150 libraries, leisure centres, P&R sites, sheltered housing schemes and community centres across Cambridgeshire.

## Mobile Coverage and Full Fibre Services

2.9. Although Superfast broadband provision has improved, mobile coverage for voice and data (2G and 4G services) across parts of the county is poor and remains a subject of widespread concern amongst businesses and communities across the county.

2.10. Analysis of Ofcom's December 2017 Connected Nations report has confirmed that whilst the two cities of Cambridge and Peterborough are well served, and generally have coverage above the England average, indoor and in-car coverage for both telephone calls

and 4G data services for all other areas of the county is below the England average. (Details at Appendix 3 –

Cambridgeshire and Peterborough Mobile Coverage Analysed by Area and Appendix 4 – Greatest areas of divergence from England average).

2.11. Whilst Superfast Broadband availability generally offers the connectivity needed for today, it is vital to start planning and deploying the telecommunications infrastructure for tomorrow. This includes preparation for "5G", the next generation of mobile services and full fibre commonly referred to as "Fibre to the Premise" or FTTP.

2.12. Technology progression means that within the early years of the next decade, the lack of a ubiquitous full fibre footprint across the county will damage the competitiveness of the local economy, impact quality of life in domestic settings and impede the deployment of smart technology across a range of public services – including health, care and transportation.

2.13. At a national level the UK government has recognised the need to expedite a full fibre rollout and to prepare for 5G as key elements which underpin the industrial strategy.

2.14. At 4%, full fibre (FTTP) coverage across Cambridgeshire and Peterborough is marginally above the national average for England but still low, particularly compared to other regions in Europe and beyond. (See Appendix 2 for regional comparators)

## Vision for Cambridgeshire and Peterborough as leading Digital County

2.15. With the establishment of the Combined Authority there is an opportunity to ensure that Cambridgeshire and Peterborough has the digital connectivity it needs for growth by expanding the Connecting Cambridgeshire programme to include better coverage of existing mobile services, facilitate the expansion of the full fibre footprint and prepare for 5G services.

2.16. An ambitious, innovative, multi-faceted approach is proposed which will maintain and enhance Cambridgeshire and Peterborough's position as a leading digital county, support current economic strengths and protect future prosperity.

2.17. This will be achieved by a combination of maximising private sector investment and using public funding where required to improve fixed and mobile connectivity as part of a 4 year programme, with the following aims:

- 1. Matching or exceeding the performance of rest of the UK in being able to make *reliable mobile telephone calls and use 4G data services across the whole geography* of Cambridgeshire and Peterborough.
- 2. Matching or exceeding the performance of rest of the UK in being able to make *reliable mobile telephone calls and use 4G data services on Cambridgeshire and Peterborough A and B roads*.
- 3. Linking with Government on the national plan to *improve mobile voice and data services on rail services*, with a particular focus on intra-county journeys.

- 4. Making Cambridgeshire and Peterborough an *exemplar area for the trialling and early deployment of future facing 5G services*, working with businesses to maximise the impact and generate a long term economic benefit for the area.
- 5. Target a *threefold expansion of the full fibre footprint* across the county, aiming to keep significantly ahead of national average coverage and government targets as they emerge.
- Ensuring that Superfast Broadband (>24mbps) is accessible to more than 99% of homes and businesses across Cambridgeshire and Peterborough by the end of 2020. (Existing target within the programme)
- Synchronise with emerging masterplans and increase digital inclusion in Cambridgeshire's market towns by expanding *public access Wi-Fi services*, which are already available in open spaces in Cambridge and Peterborough.

## **Programme Delivery**

2.18. The proposed programme will run from April 2018 through to March 2022. The high level approach is set out below, with further details in Appendix 5, Delivery Plan.

## (a) **Coordination**

Liaising between telecommunications operators and across all Cambridgeshire and Peterborough local authority teams to facilitate digital rollout in existing areas and new builds; including lowering barriers associated with wayleaves and street works and providing access to buildings and street furniture which can host telecommunications equipment.

## (b) Mobile & Public Access Wi-Fi Improvements

- Analyse, benchmark and map mobile coverage on an annual basis to track and monitor progress in coverage.
- Liaise with operators, communities and businesses about areas of poor coverage and broker solutions.
- Provide a funding stream to facilitate commercial mast/small cell rollout where the commercial case is challenging.
- Develop and deliver a strategy to promote the area for 5G testbed/trials and early deployment.
- Contribution to capital funding to support the roll-out of public access WiFi solutions in market towns.

## (c) Full Fibre Rollout

Deploy fibre ducting as part of infrastructure schemes which are due to commence between 2018-2022. These ducts will be available to telecommunications operators to facilitate full fibre rollout.

### (d) Leading Digital County

- Develop a communications and marketing approach that will establish Cambridgeshire & Peterborough as a leading area for the roll out of digital infrastructure.
- Create a prospectus to promote the overall approach to telecommunications providers, maximising private investment, increasing the commercial footprint and attracting early deployment of advanced connectivity in Cambridgeshire and Peterborough

## **3.0 FINANCIAL IMPLICATIONS**

3.1. This proposal includes up to £5.66m investment from the Combined Authority which will enable the Connecting Cambridgeshire programme to be extended to ensure the Cambridgeshire and Peterborough area has a leading digital infrastructure which supports businesses, communities and efficient public service delivery. A breakdown of the funding proposal is included at Appendix 6 – Programme Funding.

### **4.0 LEGAL IMPLICATIONS**

4.1. The devolution deal for the Combined Authority area (June 2016) outlined the importance of digital connectivity to the objectives of the new organisation. The Cambridgeshire and Peterborough Combined Authority Order 2017 provided a general power of competence enabling it to fund projects in furtherance of its economic ambitions.

4.2. Grant funding raises issues of state aid and procurement. In order to comply with EU competition law it is confirmed that the following actions will be undertaken as part of the delivery programme:

- (a) Any public funding which could be deemed as a market intervention in the telecommunications market will be assessed to determine if the funding is to be deployed on a 'state aid' or 'no aid' basis.
- (b) With the exception of the Superfast Broadband Rollout Phases 3 and 4 (state aid exemption already in place), delivery is intended to be on a 'no aid' basis. However, if any funding deployment is assessed as a potential 'state aid', an approval for deployment of state aid will be sought from the appropriate authorities.
- (c) In commissioning any services in delivery of the programme, any contract is to be procured in line with the Combined Authority's contract rules and statutory procurement rules.

#### **5.0 SIGNIFICANT IMPLICATIONS**

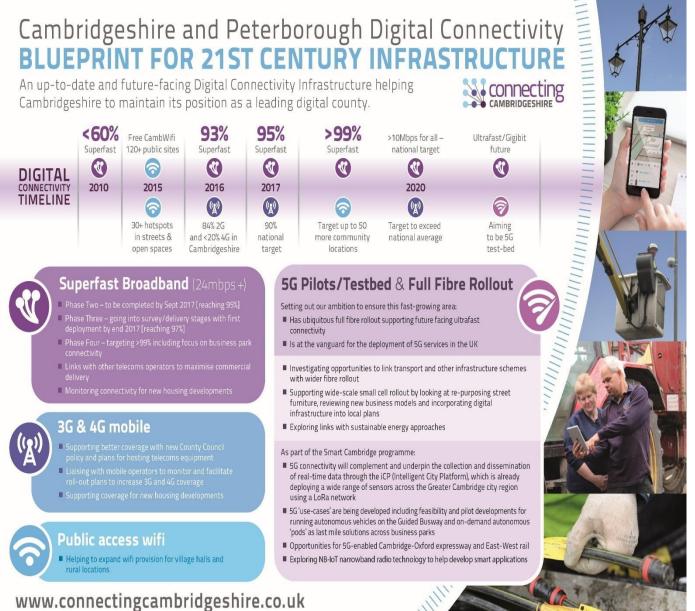
5.1. Equality impact assessments will be carried out in the delivery of the programme. The purpose of the programme is intended to promote social inclusion.

## 6.0 APPENDICES

- 6.1. Appendix 1 Cambridgeshire & Peterborough Digital Connectivity
- 6.2. Appendix 2 Superfast Broadband & FTTP Regional Comparisons Feb 18
- 6.3. Appendix 3 Cambridgeshire & Peterborough Mobile Coverage by Area
- 6.4. Appendix 4 2G & 4G greatest areas of divergence from England average
- 6.5. Appendix 5 Delivery plan
- 6.6. Appendix 6 Programme Funding

Source Documents	Location
Ofcom Connected Nations	https://www.ofcom.org.uk/research-and-data/multi-
Report December 2017	sectorresearch/infrastructure-research/connected-nations-2017

## Appendix 1 - Cambridgeshire & Peterborough Digital Connectivity



## Appendix 2 – Superfast Broadband & FTTP regional comparisons Feb 2018

## Superfast footprint – 24mbps and up

FTTP footprint

County	Superfast %
Cambs & P'boro	96.1%
Central Bedfordshire	95.4%
Essex	91.9%
Hertfordshire	96.2%
Lincolnshire	91.3%
Norfolk	90.7%
Northamptonshire	97%
Suffolk	92.3%
England average	95.5%

County	FTTP/H footprint
Norfolk	0.1%
Hertfordshire	0.5%
Lincolnshire	0.5%
Essex	1.1%
Suffolk	1.4%
Central Bedfordshire	1.7%
Cambs & P'boro	4%
Northamptonshire	5.1%
England average	3.7%

## % Premises with less than 10mbps (the proposed Universal Service Obligation speed)

County	% < 10mbps
Cambs & P'boro	1.86%
Central Bedfordshire	1.99%
Essex	3%
Hertfordshire	1.6%
Lincolnshire	5.5%
Norfolk	5.6%
Northamptonshire	1.3%
Suffolk	4.4%
England average	1.9%

## Appendix 3 Cambridgeshire & Peterborough Mobile Coverage by Area

er	borough		England 2017 Average	Fenlar	nd
lephone	Indoor premises	94%	91%	Telephone	Indoor premises
Calls	Outdoor Geographic Area	99%	88%	Telephone - Calls	Outdoor Geographic Area
	In Car A & B Roads	84%	85%		In Car A & B Roads
	Indoor premises	67%	60%		Indoor premises
4G Data	Outdoor Geographic Area	90%	61%	4G Data	Outdoor Geographic Area
	In Car A & B Roads	42%	52%		In Car A & B Roads
			7	~	
lunti	ngdonshire		England 2017 Average	East C	Cambridgeshire
elephone	Indoor premises	79%	91%	Telephone	Indoor premises
Calls	Outdoor Geographic Area	97%	88%	Calls	Outdoor Geographic Area
	In Car A & B Roads	75%	85%		In Car A & B Roads
	Indoor premises	38%	60%		Indoor premises
4G Data	Outdoor Geographic Area	87%	61%	4G Data	Outdoor Geographic Area
	In Car A & B Roads	43%	52%	1	In Car A & B Roads
			L	23	5
South	Cambridgeshi	re	England 2017 Average	Cambi	ridge
- 1	Indoor premises	72%	91%	<b>*</b> 1 1	Indoor premises
elephone Calls	Outdoor Geographic Area	99%	88%	Telephone Calls	Outdoor Geographic Area
	In Car A & B Roads	80%	85%		In Car A & B Roads
	Indoor premises	22%	60%		Indoor premises
4G Data	Outdoor Geographic Area	87%	61%	4G Data	Outdoor Geographic Area
	In Car A & B Roads	37%	52%		In Car A & B Roads

## Appendix Four – 2G & 4G greatest areas of divergence from England average

District	Indoor telephone calls % coverage	England average	% difference
East Cambridgeshire	74%	91%	-17%
Huntingdonshire	79%	91%	-12%
Fenland	78%	91%	-13%
South Cambridgeshire	72%	91%	-19%

District	In car telephone calls % coverage A & B Roads	England average	% difference
East Cambridgeshire	66%	85%	-19%
Huntingdonshire	75%	85%	-10%
Fenland	59%	85%	-26%
South Cambridgeshire	80%	85%	-5%

District	Indoor 4G data coverage %	England average	% difference
East Cambridgeshire	33%	60%	-27%
Huntingdonshire	38%	60%	-22%
Fenland	47%	60%	-13%
South Cambridgeshire	22%	60%	-38%

## Appendix 5 Outline delivery plan

A number of work streams will be established to deliver the additional scope of the programme.

## 1) Accelerate commercial rollout and leverage private investment

A small dedicated team will be established to facilitate rapid infrastructure rollout & stimulate commercial investment in mobile and full fibre coverage in new developments and existing areas. They will liaise with telecommunications providers (fixed and mobile) as well as the seven local authorities in the area to co-ordinate: wayleaves; street works activities; planning consents and access to property, land and street furniture assets which can be used to host telecommunications equipment. The team will also market the area as an exemplar location to roll out telecommunications infrastructure.

## 2) Mobile Voice and Data Improvements

Based on analysis of mobile voice and data coverage, a comprehensive consultation with mobile operators will be undertaken to ascertain blockers to further investment and develop a funding package that will provide access to sites and other locations required to facilitate better 2G and 4G coverage across the county, with a particular focus on current "not spot" areas.

#### 3) Increase the full fibre footprint

A funding bid to deliver an initial boost to the full fibre footprint across

Cambridgeshire and Peterborough has been submitted to the government's LFFN programme as part of Wave 2. Central to the proposition is a proposal to utilise existing fibre ducting assets along the guided busway and to deploy ducting (and possibly dark fibre) as part of all new infrastructure schemes – including roads, cycle routes, bridges etc. The digital assets will then be made available to operators at fair rates which provide a commercial return to operators and encourage further investment. It is proposed that this approach is expanded to cover the deployment of fibre ducting alongside all infrastructure schemes. This approach not only lowers the overall cost of infrastructure deployment (9/10<sup>th</sup>s of the cost of civils for infrastructure deployment is attributed to retrofitting) it also minimises the productivity cost of disruption caused by streets works closures.

## 4) Develop a 5G local prospectus along with a 40km "Digital Innovation Corridor"

Further development of full fibre (LFFN) plans for Busway ducting to create a digital innovation corridor with ready access to fibre connectivity, power and streetlights/CCTV poles host small cells etc. In addition to passing through some very high footfall areas, such as Cambridge Station and CBC, this will also be coterminus with plans to test and pilot autonomous shuttle vehicles on the Southern section of the busway, providing a ready "use case" for early deployment of 5G mobile services.

# 5) Provide capital funding (possibly as "match" for other sources to support the deployment of public access Wi-Fi in Cambridgeshire market towns.

## 6) > 99% coverage Superfast Broadband via gap funding infrastructure rollout contract

This is an existing, funded work stream which will continue as currently planned. It includes Phase 3 (underway) and Phase 4 rollout (procurement due to start shortly) to achieve > 99% by end 2020.

## Appendix 6 Programme Funding

The Connecting Cambridgeshire Programme was originally funded in 2011 with £23m capital from CCC and PCC – supplemented by government and EU funding together with private investment from BT (totalling c. £30m). This funding supported the delivery of Phases One and Two of the Superfast Broadband Rollout.

Subsequently CCC have made a further £10m funding available from contract clawback to fund SFBB Phases Three and Four. Phase Three is currently underway and Phase Four is subject to a further procurement exercise. Small sums are also available to promote 5G rollout and improve public access Wi-Fi in rural village halls.

Bids for further government (Local Full Fibre Network Programme – LFFN) and EU funding have been submitted over the last two months to underpin Phase 4 SFBB rollout and to support initial work on expanding the full fibre footprint. See table below.

	Workstream	Other Funding	Combined Authority (proposed)	Total
1	SFBB> 99%, Phases 3&4	CCC/PCC clawback £10m DEFRA (bid submitted) £4m ESIF (bid) £1m	-	£15.00m
2	Full fibre footprint	LFFN (bid submitted) £4.2m	£1.50m	£5.70m
3	2G/4G Mobile	-	£2.50m	£2.50m
4	5G Preparations	CCC - £250k	£0.50m	£0.75m
5	Public Access Wi-fi	CCC - £25k	£0.25m	£0.275m
6	Supporting commercial rollout/investment	-	£0.91m	£0.91m
	Totals	£19.475m	£5.66m	£25.135m

#### Connecting Cambridgeshire Funding – 2018 to 2022

#### **Combined Authority Funding – Outline Profile 2018-22**

	Work stream	2018/19 (£)	2019/20 (£)	2020/21 (£)	2021/22 (£)	Total (£)
1	Coordination	290,000	235,000	205,000	180,000	910,000
2	Mobile	-	1,000,000	1,000,000	500,000	2,500,000
3	Full Fibre	-	500,000	500,000	500,000	1,500,000
4	5G	100,000	150,000	150,000	100,000	500,000
5	Wifi	50,000	100,000	100,000	-	250,000
	Totals	440,000	1,985,000	1,955,000	1,280,000	5,660,000