


Record of individual Cabinet member decision

Local Government Act 2000 and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012

Decision made by	Councillor Bethia Thomas, Cabinet Member for Development and Regeneration
Key decision?	Yes
Date of decision (same as date form signed)	29 October 2019
Name and job title of officer requesting the decision	Dr Melanie Smans Economic Development Manager
Officer contact details	Tel: 01235422201 Email: melanie.smans@southandvale.gov.uk
Decision	To sign the Oxfordshire Digital Infrastructure Delivery Partnership Memorandum of Understanding (MOU).
Reasons for decision	<p>Signing the MOU will demonstrate the council's commitment to working with the Oxfordshire county, city and district councils to facilitate the delivery of the essential full fibre digital infrastructure. In conjunction with the Oxfordshire Digital Infrastructure Strategy and Delivery Plan, the MOU signals to government and commercial providers that Oxfordshire is open to investment in digital infrastructure.</p> <p>The council's property, and planning policy teams have provided supportive comments on the MOU, the legal team have also made some suggestions. All agree on the need to develop a more coordinated process to approving wayleave applications.</p>
Alternative options rejected	<p>Option: Reject the MOU</p> <p>Not signing the MOU will make it difficult for the council to secure government and commercial funding to deliver the full fibre needed to allow residents and businesses to prosper. It is likely that it would result in the council needing to fund delivery, if they so wish. The lack of coordinated approach to accessing funding and delivering infrastructure could see South Oxfordshire residents and businesses not accessing the technology needed to live and work. For example, as more residents work from home and operate small rural businesses and farms, more people will need fast and reliable internet which can only be provided by full fibre and</p>

	5G.			
Legal implications	<p>The MOU is not a legally binding document. Section 8, paragraph 8.1 states</p> <p>8 Disclaimer</p> <p><i>8.1 It should be noted that by signing this document or by participating in the Digital Infrastructure partnership, the partners are not committing to legally binding obligations. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.</i></p>			
Financial implications	<p>The council is not required to contribute funding to the Oxfordshire Digital Infrastructure Delivery Partnership. The Oxfordshire County Council will fund the operational needs of the partnership from an existing budget. The council is asked to commit officer time and travel to attend monthly board meetings at County Hall. The economic development manager has attended monthly meetings about broadband for the last four years.</p>			
Other implications	<p>In 2018 DCMS announced the target that the UK will have 100 per cent full fibre broadband coverage by 2033 so that the UK can be the world leader in 5G technology. Currently 14.87 per cent of Vale and 8 per cent of Oxfordshire premises can access full fibre broadband. It will require significant amounts of resources and funding to deliver full fibre to 100 per cent of Vale, and Oxfordshire, premises. The MOU is a non-legally binding document that will help to secure the necessary government and commercial investment needed.</p>			
Background papers considered	Yes			
Declarations/conflict of interest? Declaration of other councillor/officer consulted by the Cabinet member?	Nil			
List consultees		Name	Outcome	Date
	Ward councillors	NA		
	Legal	Deidre Smith	Suggested amendments that were passed to County Council	30/09/2019
	Finance	Emma Creed	Support	30/9/2019
	Human resources	NA		
	Sustainability	NA		

	Diversity and equality	NA		
	Communications	Emma East	Support	30/09/2019
	Senior Management Team		Minor edits to paragraph 2.2.3 of MOU	16/10/2019
Confidential decision? If so, under which exempt category?	No			
Call-in waived by Scrutiny Committee chairman?				
Has this been discussed by Cabinet members?	Yes – the principle of the MOU signed via ICMD was discussed at Cabinet Briefing on 27 September 2019.			
Cabinet portfolio holder's signature To confirm the decision as set out in this notice.	Signature  Date <u>29/10/19.</u>			

ONCE SIGNED, THIS FORM MUST BE HANDED TO DEMOCRATIC SERVICES IMMEDIATELY.

For Democratic Services office use only		
Form received	Date: 30-10-19	Time: 09:30
Date published to all councillors	Date: 30-10-19	
Call-in deadline	Date: 6-11-19	Time: 17:00

Guidance notes

1. This form must be completed by the lead officer who becomes the contact officer. The lead officer is responsible for ensuring that the necessary internal consultees have signed it off, including the chief executive. The lead officer must then seek the Cabinet portfolio holder's agreement and signature.
2. Once satisfied with the decision, the Cabinet portfolio holder must hand-sign and date the form and return it to the lead officer who should send it to Democratic Services immediately to allow the call-in period to commence.
Tel. 01235 422520 or extension 2520.
Email: democratic.services@southandvale.gov.uk
3. Democratic Services will then publish the decision to the website (unless it is confidential) and send it to all councillors to commence the call-in period (five clear working days) if it is a 'key' decision (see the definition of a 'key' decision below). A key decision cannot be implemented until the call-in period expires. The call-in procedure can be found in the council's constitution, part 4, under the Scrutiny Committee procedure rules.
4. Before implementing a key decision, the lead officer is responsible for checking with Democratic Services that the decision has not been called in.
5. If a key decision has been called in, Democratic Services will notify the lead officer and decision-maker. This call-in puts the decision on hold.
6. Democratic Services will liaise with the Scrutiny Committee chairman over the date of the call-in debate. The Cabinet portfolio holder will be requested to attend the Scrutiny Committee meeting to answer the committee's questions.
7. The Scrutiny Committee may:
 - refer the decision back to the Cabinet portfolio holder for reconsideration or
 - refer the matter to Council with an alternative set of proposals (where the final decision rests with full Council) or
 - accept the Cabinet portfolio holder's decision, in which case it can be implemented immediately.

Key decisions: assessing whether a decision should be classified as 'key'

The South Oxfordshire and Vale of White Horse District Councils' Constitutions now have the same definition of a key decision:

A key decision is a decision of the Cabinet, an individual Cabinet member, or an officer acting under delegated powers, which is likely:

- (a) to incur expenditure, make savings or to receive income of more than £75,000;

- (b) to award a revenue or capital grant of over £25,000; or**
- (c) to agree an action that, in the view of the chief executive or relevant head of service, would be significant in terms of its effects on communities living or working in an area comprising more than one ward in the area of the council.**

Key decisions are subject to the scrutiny call-in procedure; non-key decisions are not and can be implemented immediately.

In assessing whether a decision should be classified as 'key', you should consider:

- (a) Will the expenditure, savings or income total more than £75,000 across all financial years?
- (b) Will the grant award to one person or organisation be more than £25,000 across all financial years?
- (c) Does the decision impact on more than one district council ward? And if so, is the impact significant? If residents or property affected by the decision is in one ward but is close to the border of an adjacent ward, it may have a significant impact on that second ward, e.g. through additional traffic, noise, light pollution, odour. Examples of significant impacts on two or more wards are:
 - Decisions to spend Didcot Garden Town funds (significant impact on more than one ward)
 - Changes to the household waste collection policy (affects all households in the district)
 - Reviewing a housing strategy (could have a significant impact on residents in many wards)
 - Adopting a supplementary planning document for a redevelopment site (could significantly affect more than one ward) or a new design guide (affects all wards)
 - Decisions to build new or improve existing leisure facilities (used by residents of more than one ward)

The overriding principle is that before 'key' decisions are made, they must be published in the Cabinet Work Programme for 28 calendar days. Classifying a decision as non-key when it should be a key decision could expose the decision to challenge and delay its implementation.



Digital Infrastructure Delivery Partnership

Memorandum of understanding

October 2019

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1 Background

- 1.1 Oxfordshire County Council, Oxford City Council, and all Oxfordshire district councils have collaborated for the last five years in ensuring Oxfordshire reaches a high level of superfast broadband coverage in Oxfordshire. This has enabled 97% of premises to date, to be able to access this increasingly vital service.
- 1.2 This achievement cannot stand still. As internet applications expand in scale and volume, internet traffic is doubling every two years, meaning that the current limitations of Fibre to the Cabinet based digital connectivity will cease to be fit for purpose within the next ten to fifteen years. Equally, mobile broadband is increasingly vital for businesses, residents, and the public sector itself, for efficient delivery of services. The impending arrival of 5G mobile will also be key to enabling ambitions for a smart Oxfordshire where autonomous vehicles, dynamic traffic information, IoT sensors, and as yet unknown applications will be key to a successful and thriving county. The solution is to plan now on how to deliver full fibre and mobile infrastructure to all of Oxfordshire within that timeframe.
- 1.3 Although the exact mix of commercial delivery and publicly subsidised coverage is yet to be defined, a common requirement will be facilitating wherever possible and practical, the means of operational delivery. This pertains to managing planning permission, use of public sector assets, access to our highways for civils works, and wayleave approvals. The partnership under this MoU will enable a collaborative approach to facilitating this, with each entity having an important operational role to play, as well as the partnership approach enabling a collective and strategic view of the issues and opportunities raised.

2 Partnership aims and objectives

- 2.1 Ensure that all Partners have input to and awareness of the Digital Infrastructure strategy, as well as being aware of the individual operational responsibilities required to facilitate delivery of Digital Infrastructure in Oxfordshire;
- 2.2 Specific objectives are:
 - 2.2.1 **Access to Public Sector Assets;** Build a combined list of assets (county council and district councils) such as buildings (possibly for rooftop mounting of mobile transmission), street furniture, any council owned ducting, or any other asset which could be used by Operators to install fixed or mobile transmission equipment. OCC and district councils to collectively understand commercial models and preferred approach – for example;

- a) Open Model; Allowing multiple Operators to contract directly with the local authority using the Code Agreement.
- b) Cooperative Model; Asset Sharing Agreement via for example a Joint Venture. Local Authority retains control of assets, simple to share with private sector, no complex revenue share – the Cooperative just pays a fee to the asset owner. Non-discriminatory and non-exclusive. This promotes competition, innovation, and public sector collaboration.
- c) Concession Model; If used, this must ensure it unlocks investment in hard to reach areas. Must mandate open access to Providers. Must have a 'use it or lose it' clause. This model has issues with the nature of Exclusivity baked in. This is less of a problem when the Concession holder is in the business of providing infrastructure to network providers rather than being a provider itself.

2.2.2 Highways; OCC to formally issue the DCMS street works guidance to OCC Highways for the purpose of being able to set out clear guidance to Operators on what Highways can do to facilitate Operators having access to our roads for the purpose of digital infrastructure provision. This approach needs to be transparent and available to all utility companies. OCC to consider funding a role within Highways to be solely responsible for digital infrastructure highways requests.

2.2.3 Planning Policy;

- a) New Build Development; Ensure all Local Plans specify that all planning for new development in Oxfordshire is subject to the Developer installing full fibre connectivity, i.e. adhering to the February 2019 NPPF updates. This to flow up through the Oxfordshire Plan 2050.
- b) Each Planning Authority agrees to providing all Operators with any information which may be relevant – for example any data held on where major new housing developments have passed planning. This can be useful to fixed and mobile Operators in planning capacity.
- c) Planning Applications for mobile masts; Whilst it is noted that Operators will need to show awareness of local concerns, all reasonable measures should be taken to work with Operators to allow permission for erecting infrastructure which improves digital access. Encouragement should be to allow sharing of assets between all relevant Operators to avoid duplication.
- d) Planning should be strategic such that opportunities are considered early and shared with Operators. For example if a new road is planned, or significant works scheduled, if this knowledge was proactively shared with Operators, they might choose to simultaneously install new fibre ducting.

2.2.4 Wayleaves;

- a) Each Authority to aim to have a standardised wayleave agreement template in place such that Operators requiring access to land owned by that Authority, can be familiar with the wayleave terms and conditions
- b) The representative of each Authority (named below) to agree to facilitate and try and reach consensus to progress a wayleave if it is proving difficult to progress – even if the wayleave is not for public land access

2.2.5 Digital Infrastructure Champion; each partnership member organisation should nominate a Digital Infrastructure Champion to advocate, promote, and share knowledge of the Oxfordshire Digital Infrastructure programme

3 Partnership activities

3.1 Activities to be delivered by the partnership are:

3.1.1 Monthly Digital Infrastructure Project Board with agenda, actions, and minutes.

3.1.2 All funding applications to DCMS (LFFN, 5G etc) to be collaborative efforts. This especially applies to getting senior officer and political signatories.

3.1.3 Each representative of this partnership to own issues within their respective organisations, where the issue in any way impedes digital infrastructure delivery.

3.2 The initial timeframe for partnership activities will be three years, commencing in April 2019.

3.3 Activities will be reviewed annually to ensure that they are being delivered as agreed, and that they are having the intended impact.

4 Monitoring

4.1 All partners commit to ongoing monitoring, with the aim of ensuring accountability and performance against targets/milestones.

4.2 The Digital Infrastructure Project Board will co-ordinate the monitoring and report back to senior teams and governing boards as appropriate.

5 Designated partnership leads

- 5.1 Each partner will appoint a senior member of staff to lead on the work of the partnership.
- 5.2 The designated lead member of staff for each partner will be:
 - 5.2.1 Oxfordshire County Council; Craig Bower
 - 5.2.2 West Oxfordshire District Council; Will Barton
 - 5.2.3 Oxford City Council; Tony Hart
 - 5.2.4 Cherwell District Council; Steve Newman
 - 5.2.5 South Oxfordshire District Council; Melanie Smans
 - 5.2.6 Vale of White Horse District Council; Melanie Smans

6 Partnership governance and oversight

- 6.1 Digital Infrastructure Project Boards are scheduled monthly. This may reduce to quarterly by the end of 2019. OCC to issue agenda items, minutes of previous meetings, and actions, a week before the scheduled board date.
 - 6.1.1 Each partnership organisation should have a nominated SRO and elected member which specifies Digital Infrastructure as their responsibility/portfolio.
- 6.2.1 This Digital Infrastructure MoU is to be referred to in all related strategy documents; Oxfordshire Digital Infrastructure Strategy and Delivery, Oxfordshire Plan 2050, Oxfordshire Local Transport and Connectivity Plan, Oxfordshire Local Industrial Strategy, Oxfordshire Housing and Growth Deal.

7 Financial contributions

- 7.1 Oxfordshire County Council will fund the operational needs of the Digital Infrastructure partnership out of the existing Better Broadband for Oxfordshire programme. Each partnership representative will fund their own costs in terms of time and travel related to partnership activities.

8 Disclaimer

- 8.1 It should be noted that by signing this document or by participating in the Digital Infrastructure partnership, the partners are not committing to legally binding obligations. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

Signed on behalf of *Oxfordshire County Council*

..... Date
[NAME, POSITION]

Signed on behalf of *West Oxfordshire District Council*

..... Date
[NAME, POSITION]

Signed on behalf of *Oxford City Council*

..... Date
[NAME, POSITION]

Signed on behalf of *Cherwell District Council*

..... Date
[NAME, POSITION]

Signed on behalf of *South Oxfordshire District Council*

..... Date
[NAME, POSITION]

Signed on behalf of *Vale of White Horse District Council*

..... Date
[NAME, POSITION]