

CABINET

MONDAY 13 NOVEMBER 2023

4.00 PM

Council Chamber - Town Hall

Contact – democratic.services@peterborough.gov.uk

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**MINUTES OF THE CABINET MEETING
HELD AT 16:00PM, ON
MONDAY 16 OCTOBER 2023
COUNCIL CHAMBER, TOWN HALL, PETERBOROUGH**

Cabinet Members Present: Councillor Fitzgerald (Chair), Councillor Steve Allen, Councillor Jackie Allen, Councillor Ayres, Councillor Coles, Councillor Cereste, Councillor Hussain, Councillor Simons

Cabinet Advisor Present: Councillor Over, Councillor Ray and Councillor Gul Nawaz

36. APOLOGIES FOR ABSENCE

Apologies for absence were received from Cllr Tyler.

37. DECLARATIONS OF INTEREST

There were no declarations interest received.

38. MINUTES OF THE CABINET MEETINGS HELD ON 18 SEPTEMBER 2023

The minutes of the Cabinet meeting held on 18 September 2023 were agreed as a true and accurate record.

39. PETITIONS PRESENTED TO CABINET

There were no petitions presented to Cabinet.

STRATEGIC DECISIONS

40. SALES, FEES AND CHARGES REVIEW

The Cabinet received a report in relation to Sales, Fees and Charges Review.

The purpose of this report was for Cabinet to provide an overview of the activity being undertaken as part of the comprehensive review of Sales Fees and Charges and proposes some increases for immediate implementation

The Cabinet Member for Finance, Legal and Corporate Governance introduced the report and provided an overview of the key points. It was proposed that an amendment to the fees charged for a second garden waste bin be reduced from £50 to £30.

Cabinet Members debated the report and in summary responses to questions raised included:

- It was vital to keep reviewing sales, fees and charges in order to keep pace with inflation. Benchmarking had been done against other local authorities to ensure they were in line with what was being charged.

Cabinet considered the report and **RESOLVED** to:

1. Endorse the increases in Fees and Charges as outlined in this report with the exception of the cost of the second Garden Waste bin (which is proposed to increase by £30 rather than £50).
2. Recommends to Full Council the approval of the increases to Fees and Charges as set out in this report.

41. PETERBOROUGH INTEGRATED RENEWABLES INFRASTRUCTURE (PIRI)

The Cabinet received a report in relation to the Peterborough Integrated Renewables Infrastructure (PIRI).

The purpose of this report was to consider the route to delivery of the PIRI project as detailed in this report and appendices.

A further report will be submitted to Cabinet in 2024 which should include the Full Business Case recommending construction, seeking approval to proceed with the construction of the project.

The Cabinet Member for Infrastructure, Environment and Climate Change introduced the report and provided an overview of the key points.

Cabinet Members debated the report and in summary responses to questions raised included:

- The legal entity with regards to the partnership arrangements are yet to be determined. It was likely this would be agreed at the commercialisation and procurement stages. Officers were looking at creating a special purpose vehicle, the arrangements for this had yet to be determined. It was also important at that stage to understand what role the Council was going to play in the partnership.
- Before any decision was made on the partnership arrangements these would be presented to Councillors.
- Officers had been working with several businesses in terms of the footprint of the project, primarily this was around the Fengate area and centre of the city. A recent networking event was held with key customers who confirmed they still wanted to be a part of this project. In the next phase of the project draft terms would be drawn up with these companies.
- In terms of references to politics officer confirmed that this was in relation to national politics, this was because the national government had the ability to make changes to the legislation that could affect how the project was delivered.
- This was a great example of how environmental changes should be done, it was not about stopping people doing things, but rather using modern technologies to deliver a green project.
- The whole PIRI project had seven phases of construction. At this time the Council was focusing on the first two phases. Further phases would take the project into the north of the city and potentially south of the river.
- This was the most important project the city had, it was about delivering the future and doing so in a proper way.
- The project was at a critical point, it was important that the project was adaptable, looking at how much energy could be generated and supplied through this network.

- In terms of expansion this initially would come down to the demand that the businesses require. It was too early to say how it would work. Officers were looking at balancing demand and supply as there was a risk of over committing.
- This was a great initiative and officers had worked hard to deliver this. This was a great project for the future and would provide a number of benefits to the city going forward.

Cabinet considered the report and **RESOLVED** to approve:

1. the route to delivery of the PIRI project, via a partnership arrangement, as set out in section 4.2.2 of this report, including the procurement of a partner.
2. Authorising the Interim Director of Legal and Governance to enter into any legal agreements or documentation on behalf of the Council to facilitate the decision in recommendation one.

REASONS FOR THE DECISION

Should approval from Cabinet on 16 October 2023 be received, the work required to procure a potential partner will proceed. A full business case will be produced which will examine potential structuring arrangements. Following these steps Cabinet will be asked to approve the final delivery structure in order to complete the commercialisation phase of the project by October 2024.

ALTERNATIVE OPTIONS CONSIDERED

The alternative structures considered are described in the main body of the report

42. DISPOSAL OF THE DICKENS STREET AND WELLINGTON STREET CAR PARKS

The Cabinet received a report in relation to the disposal of the Dickens Street and Wellington Street Car Parks.

The purpose of this report was to request approval for the disposal of assets, namely the Dickens Street and Wellington Street car parks.

The Cabinet Member for Finance, Legal and Corporate Governance introduced the report and provided an overview of the key points.

Cabinet Members debated the report and in summary responses to questions raised included:

- It was important that car parking was placed in the right areas of the city. The Council was trying to promote better commutable routes, along with more cycle routes. This would create better transport links into the city.

Cabinet considered the report and **RESOLVED** to approve:

1. the disposal of the former Dickens Street and Wellington Street car parks.
2. Delegating authority to the Executive Director for Corporate Services, in consultation with the Executive Director for Place and Economy, the Interim Director of Legal and Governance, and the Cabinet Member for Legal, Finance and Corporate Services to take all necessary steps to facilitate the decision in Recommendation 1, including completing due diligence, approving the final terms of disposal and entering into any necessary agreements.

REASONS FOR THE DECISION

The recommendation is put forward to seek approval to dispose of the car parks and to be able to take all necessary steps to facilitate the sale including negotiating with third parties.

ALTERNATIVE OPTIONS CONSIDERED

To do nothing – This option was discounted as the car parks are currently underutilised. Also, this area of the city is in need of regeneration through new development that benefits new and existing communities.

Chair
4pm to 4.35pm
16 October 2023

CABINET	AGENDA ITEM No. 5
13 NOVEMBER 2023	PUBLIC REPORT

Report of:	Adrian Chapman, Executive Director: Place & Economy	
Cabinet Member(s) responsible:	Cllr Gavin Elsey, Cabinet Member for Infrastructure, Environment and Climate Change	
Contact Officer(s):	Lewis Banks, Transport & Environment Manager	Tel. 01733 317465

FINAL REPORT OF THE CYCLING AND WALKING TASK AND FINISH GROUP: LOCAL CYCLING AND WALKING INFRASTRUCTURE PLAN (LCWIP)

RECOMMENDATIONS	
FROM: Cycling and Walking Task and Finish Group	Deadline date: 13 November 2023

It is recommended that Cabinet consider the final report of the Task and Finish Group and endorse the recommendations contained within it:

1. Review and endorse to Cabinet the amendments to the routes and prioritisation measures in the Draft LCWIP prior to its finalisation.
2. That the Council refers to the LCWIP alongside all developments and site allocations, including when seeking approval at the Planning and Environmental Protection Committee.
3. That the Council enables a cross- departmental approach to focus on improving city centre transport through the development of proposals for a new cycling route along Bridge Street. Any future vision for the City Centre should be based on a cycling and walking first principle.
4. That the LCWIP and Active Travel Plans be reviewed annually.
5. Removing obstacles to cyclists like staggered barriers and traffic signals which give priority to motor vehicles over cycles etc.
 - 5.a. The Climate Change and Environment Scrutiny Committee have recommended that for recommendation 5, that this is done in consultation with Peterborough City Councillors before action is taken.
6. Creation of a Rural Cycle Strategy, to be discussed with Scrutiny once drafted.
7. Draft a vision for the LCWIP to be included at the start of the plan, which includes relevant targets from relevant PCC and CPCA strategies (e.g., net zero carbon and need for modal shift away from car travel) and references the Transport User Hierarchy.
8. Group has a further purpose once public consultation has been completed.
9. Major infrastructure schemes to include cycling and walking provisions.
10. Engagement with key stakeholders, including PCC councillors, as part of the public consultation.

11. To enhance the natural environment through the delivery of walking and cycling schemes; e.g., through tree planting along new and existing cycle routes. In particular, removal of trees, shrubbery and other vegetation should be minimised when constructing new cycle routes and any that must be removed should be replaced.

12. That the Task and Finish group's work is now concluded, and the group is formally closed. However, it should be noted that the Task and Finish Group's work has concentrated on cycling routes in the LCWIP and has not specifically looked at walking routes or the Rural Cycling Strategy.

1. ORIGIN OF REPORT

1.1 The report has been produced by the Cycling and Walking Task and Finish Group and has been reviewed by the Climate Change and Environment Scrutiny Committee on 28 February 2023 who approved all of the recommendations, except recommendation 5, where the Committee proposed an alternative recommendation (recommendation 5a above).

2. PURPOSE AND REASON FOR REPORT

2.1 At the Climate Change and Environment Scrutiny Committee Annual Work Programming meeting, it was recommended that the cross-party Cycling and Walking Working Group should cease, and that a Cross Party Cycling and Walking Task and Finish Group is formed in its place to support the development of the Local Cycling and Walking Infrastructure Plan (LCWIP) and associated rural cycling strategy. Both projects are definitive pieces of work, and therefore a Task and Finish Group is considered a more suitable method for Members to support and input into these projects.

The draft LCWIP has been reviewed by the Task and Finish Group and the Climate Change and Environment Scrutiny Committee, and this report has been produced to provide recommendations on revision and adoption of the LCWIP.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.7

To take a leading role in promoting the economic, environmental and social wellbeing of the area.

3. TIMESCALES

Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting	N/A
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4. BACKGROUND AND KEY ISSUES

4.1 The Task and Finish Group have completed an extensive review of the draft LCWIP for Peterborough. It is recommended that Cabinet consider the final report of the Task and Finish Group and endorse the recommendations contained within.

The Task and Finish Group mainly focused on the cycle routes identified in the LCWIP as these pose the biggest challenges regarding infrastructure. There are several walking routes also noted (many of which link with or follow the same desire lines as the cycling routes), and any future improvements will consider the walking elements needed.

It is noted that the Council's adoption of the LTN 1/20 Design Standards poses a challenge regarding infrastructure on the routes due to constraints of space and layout. The Group looked, where possible, at alternative routes that could be suitable and provided extensive feedback on

each of the routes and recommended additional routes be added to the LCWIP. Further details are contained in the full final report.

Significant discussions were undertaken as the group feels that there is a lack of connectivity through the City Centre. Most routes identified start or finish at the City Centre but there is no route through the centre. As such a City Centre 'circular' route was identified and should be included in the LCWIP, and further proposals should be developed to enable north-south cycle journeys along Bridge Street.

An analysis of the prioritisation matrix was undertaken, and amendments were recommended (removal of timeframe and public acceptance categories and higher weighting attributed to the increase in cycle numbers). The revised matrix can be found in the main final report. The group recommends that the LCWIP should be reviewed annually and considered and noted in the new Local Transport and Connectivity Plan and for any future planning applications and developments.

5. CORPORATE PRIORITIES

5.1 The Economy & Inclusive Growth

The LCWIP will have positive impacts on the environment as it will enable people to travel via active and sustainable modes in the future. Reduction of car travel has impacts to the natural environment, air quality and is sustainable for the future. Providing quality walking and cycling routes will enable more people to travel to work, education or for leisure in a sustainable way and will help the Council to achieve its net zero targets for the future

A Carbon Impact Assessment was completed and in summary it is recognised that the current stage of the LCWIP will have no impact on carbon emissions. The work to be undertaken solely focuses on recommendations prior to completion of the LCWIP - including detailed feasibility studies and designs, no adverse effect on the environment is expected as a result of this work. However, this will be reviewed again when any schemes progress onto the construction phase.

Our Places & Communities

The LCWIP will enable people to walk and cycle more around the city and improve their health and wellbeing. More people travelling in active and sustainable ways instead of via cars will improve the environment and the associated health implications linked to pollution and inactivity.

6. CONSULTATION

6.1 Two Co-opted members were consulted during the LCWIP review. One member from the Peterborough Cycle Forum and one member from Sustrans in Peterborough (a walking, wheeling and cycling charity, and the custodian of the National Cycle Network). Both members actively participated in the group discussions and their feedback was used (in part) to inform the group's recommendations.

6.2 The Group recommends that public consultation is more appropriate at a later date once the LCWIP has been finalised.

7. ANTICIPATED OUTCOMES OR IMPACT

7.1 It is recommended that Cabinet consider the final report of the Task and Finish group and endorse the recommendations contained within it.

8. REASON FOR THE RECOMMENDATION

8.1 The reasons for making the recommendations are:

1. The LCWIP has been reviewed and amendments to routes have been identified to support a network plan for cycling and walking on specific routes that have the greatest potential to increase the numbers of people choosing to walk and cycle in the future.
2. To generate a prioritised programme of conceptual high level infrastructure improvements for investment in the future that are LTN 1/20 design standard compliant.
3. To improve the provision of high-quality walking and cycling infrastructure in the future.
4. To ensure the LCWIP is considered for all future developments and site allocations and be referenced and considered in the new Local Plan.
5. The Council enables cross department collaboration with lead officers to improve sustainable transport development opportunities in the future.
6. Having an LCWIP in place the Council will be able to evidence the case for investment and bid for funding from the DfT to develop and deliver cycle improvements across the city in the future.

9. ALTERNATIVE OPTIONS CONSIDERED

- 9.1 If Peterborough did not produce an LCWIP the Council will not be best placed to bid for funding for cycle and walking schemes in the future. In addition, the LCWIP will have a key role to enable more people to travel via active and sustainable modes which will have a significant impact in reducing carbon and meeting the climate change commitments the Council has made.

10. IMPLICATIONS

Financial Implications

- 10.1 The LCWIP should have positive financial implications for the Council. As a result of this plan the council should be successful in securing future funding for new and enhanced infrastructure. The new infrastructure will need to be maintained and this will be funded from the highway maintenance allocation that the council receives from the DfT (via CPCA).

Legal Implications

- 10.2 There are no legal implications associated in the development and adoption of the LCWIP. There may be future legal implications with delivery where schemes do not fall within Peterborough City Council land ownership, but these would be managed through the design stage.

Equalities Implications

- 10.3 There are no equalities implications with this report.

11. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

- 11.1 Draft LCWIP for Peterborough - <https://www.peterborough.gov.uk/asset-library/lcwip-aug-21.pdf>
[Climate Change and Environment Scrutiny Committee 28 February 2023](#)

12. APPENDICES

- 12.1 Appendix 1 – Cycling and Walking Task and Finish Group Final Report

Cycling and Walking Task and Finish Group

Local Cycling and Walking Infrastructure Plan Review

*Submitted to the Climate Change and Environment
Scrutiny Committee
28 February 2023*

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1. INTRODUCTION

In 2017, the Government published its first Cycling and Walking Investment Strategy. Within the strategy, Local Cycling and Walking Infrastructure Plans (LCWIPs) were outlined as a new, strategic approach to identifying cycling and walking improvements required at the local level. They enable a long-term approach to developing local cycling and walking networks, ideally over a 10- year period, and form a vital part of the Government's strategy to increase the number of trips made on foot or by cycle. While the preparation of LCWIPs is non-mandatory, Local Authorities who have LCWIPs will be well placed to make the case for future investment.

At the Cabinet meeting held on 12 July 2021, it was agreed to form a cross-party Cycling and Walking Working Group to support the development of the LCWIP for Peterborough. This group then evolved into the current Task and Finish group to review and make recommendations on the draft LCWIP. The first meeting of the Task and Finish Group was held on 1st September 2022 where the Terms of Reference and Governance for the Working Group were discussed and agreed.

At the Climate Change and Environment Scrutiny Committee Annual Work Programming meeting, it was recommended that the cross-party Cycling and Walking Working Group should cease and that a cross-party Cycling and Walking Task and Finish Group is formed in its place to support the development of the LCWIP and associated rural cycling strategy. Both projects are definitive pieces of work, and therefore a Task and Finish Group is considered a more suitable method for Members to support and input into these projects.

At the Climate Change and Environment Scrutiny Committee on 5th July 2022, the formation of the Task and Finish Group was agreed by the Committee. Nominations to the Task and Finish Group were sought at the meeting to be confirmed following the meeting through the Group Secretaries.

The cross-party Cycling and Walking Task and Finish Group comprised of the following Members:



Councillor Heather Skibsted - Green (Chair of the Task and Finish Group)



Councillor Nick Sandford – Liberal Democrat



Councillor Lindsay Sharp – Conservative



Councillor Samantha Hemraj- Labour



Councillor John Fox – Peterborough First



Councillor Lucinda Robinson - Labour (attended meeting as Substitute)



Matthew Barber (Co-opted member, Sustrans)



Trevor Mcsparron (Co-opted member, Peterborough Cycle Forum)

Officers supporting the Task and Finish Group were:

- Lewis Banks - Transport & Environment Manager
- Joanne Baldwin – Principal Sustainable Transport Planning Officer
- Rebecca Presland – Sustainable Transport Planning Officer
- Charlotte Cameron, Democratic Services Officer

The Task and Finish Group wish to thank all the officers who have provided guidance and assistance in producing this report and for their hard work and support.

2. SUMMARY OF RECOMMENDATIONS

It is recommended that the Climate Change and Environment Scrutiny Committee consider the final report of the Task and Finish group and endorse the recommendations contained within, namely:

1. Review and endorse to Cabinet the amendments noted by the group prior to the finalisation of the LCWIP.
2. The LCWIP should be considered for all future developments and site allocations and be referenced and considered in the new Local Plan
3. The Council enables cross department collaboration with lead officers to improve sustainable transport development opportunities in the future.
4. That the LCWIP will be reviewed annually.
5. Recommend that a Rural Cycle Strategy is drafted.
6. A vision statement for the LCWIP should be drafted.
7. The Task and Finish Group has a further purpose after consultation.
8. Engagement with external stakeholders should form part of public consultation.
9. Seek to enhance the natural environment in the vicinity of new and existing cycleways
10. Removal where possible of obstacles to cycling such as staggered barriers

3. TERMS OF REFERENCE

Purpose of the Cycling and Walking Task and Finish Group:

1. The overarching purpose for the Task and Finish Group is to support the development of the Local Cycling and Walking Infrastructure Plan (LCWIP) and the rural cycling strategy.
2. The focus of the Task and Finish Group is providing input and recommendations for the development of the LCWIP and rural cycling strategy, not all detailed issues relating to cycling and walking.
3. The Task and Finish Group will end once the LCWIP and rural cycling strategy are finalised.
4. The Task and Finish Group will report back to the Climate Change and Environment Scrutiny Committee on its findings and recommendations.

Functions of the Cycling and Walking Task and Finish Group

1. The Task and Finish Group has no decision-making powers: its purpose is to aid greater understanding of issues, options, and scheme development in relation to the Council's LCWIP and rural cycling strategy.
2. Where actions relating to matters considered by this Task and Finish Group fall on officers to undertake (in accordance with delegations in the constitution), then the Task and Finish Group may steer officers in taking those actions. Where actions require a decision to be taken at a Member level (such as via Full Council, Cabinet or a CMDN, in accordance with the constitution), then the Task and Finish Group may recommend to the appropriate decision taker what actions should be taken.

Procedures of the Task and Finish Group

1. A representative from each political party is invited to sit on the Task and Finish Group. Substitutes are permitted. The Chair of the Task and Finish group will be agreed at the first meeting of the group. Appropriate officers will attend meetings of the Task and Finish Group.

2. External attendees may be invited to the meeting, such as to present information or offer expert advice.

3. Task and Finish group meetings will be held in private, with the exception of evidence gathering sessions with key witnesses, which the public will be invited to observe, unless the subject matter is considered to be of a sensitive nature, in which case it may not be possible to hold the evidence gathering session in public. Any report to the Cabinet or a Cabinet Member will be published on the website (once such matters arising are agreed by the Chair as an accurate record).

4. The Task and Finish Group will determine regularity, time, length, and location of future meetings.

5. Agendas for the future meeting will be sent to attendees at least 5 calendar days prior to each meeting of the Task and Finish Group.

4. PROCESS AND METHODOLOGY USED FOR THE INVESTIGATION

4.1 Methodology

- Desktop research
- Local knowledge / information obtained by the Task and Finish Group members.
- Data, evidence provided by Transport Planning Officers and Task and Finish Group members.

4.2 Process

The timetable of the events leading to the production of this report are set out below:

Meeting Date	Items Discussed / Guests Attending
1 September 2022	First meeting to scope the review and appoint a chair (Councillor Heather Skibsted appointed as chair).
20 October 2022	Primary discussion and evidence gathering Evidence provided at meeting included: <ul style="list-style-type: none"> • LTN120 • Overview of the methodology used to complete the draft LCWIP Introduction of co-opted member Matthew Barber (Sustrans)
22 November 2022	Discussion on: <ul style="list-style-type: none"> • Prioritisation • Next Steps • Public Consultation Introduction of co-opted member Trevor McSparron (Peterborough Cycle Forum) LCWIP Cycle Routes Presentation Amending LCWIP routes
8 December 2022	Discussion on conclusions and recommendations. Routes prioritisation. Setting of short/medium/long term targets Drafting group recommendations

5 January 2023	Meeting to discuss and finalise the contents of the Task and Finish Group report. Finalising amendments and drafting recommendations, discussion of report writing and following process.
28 February 2023	Presentation of final report of Task and Finish Group to the Climate Change and Environment Scrutiny Committee

4.3 Key Witnesses / Expert Advisers interviewed

N/A - no key witnesses were interviewed.

5. BACKGROUND

In 2017, the first Cycling and Walking Investment Strategy (CWIS) was published by the Department for Transport (DfT). The CWIS document sets out the Government's ambition to make walking and cycling the natural choices for shorter journeys, or as part of longer journeys. The CWIS supports the transformation of local areas: which will tackle congestion, extend opportunity to improve physical and mental health, and support local economies.

The Strategy's aims and targets, by 2025, are to:

- double cycling, where cycling activity is measured as the estimated total number of cycle trips made each year, from 0.8 billion trips in 2013 to 1.6 billion stages in 2025, and to work towards developing the evidence base over the next year.
- increase walking activity, where walking activity is measured as the total number of walking stages per person per year, to 300 stages per person per year in 2025, and to work towards developing the evidence base over the next year.
- increase the percentage of children aged 5 to 10 that usually walk to school from 49% in 2014 to 55% in 2025.

Following the publication of the CWIS, government guidance recommended that local authorities should develop Local Cycling and Walking Infrastructure Plans (LCWIPs) for their area. While the preparation of an LCWIP is non-mandatory, the DfT has advised that Local Authorities who have plans will be well placed to make the case for future investment.

LCWIPs provide a new strategic approach to identifying cycling and walking improvements at the local level. They aim to enable a long-term approach to forming local cycling and walking networks, ideally over a 10-year period, and form a fundamental part of the Government's strategy to increase the number of trips made on foot or by bicycle.

Peterborough City Council (PCC) supports the Government's ambition by drafting an LCWIP for the City. By taking a strategic approach to improving environments for cycling and walking, the LCWIP will assist PCC to:

- identify cycling and walking infrastructure improvements for future investment in the short, medium and long term
- ensure that consideration is given to cycling and walking within both local planning and transport policies and strategies
- make the case for future funding for cycling and walking infrastructure

The key outputs of the LCWIP are:

1. a network plan for cycling and walking which identifies the preferred routes for future development that have the greatest potential to increase the numbers of people choosing to walk and cycle in the future
2. a prioritised programme of conceptual high level infrastructure improvements for investment in the future
3. a report which sets out the underlying analysis (as recommended by the DfT) carried out and provides a narrative which supports the identified conceptual improvements and key routes / corridors that have the greatest potential to increase numbers in the future.

6. FINDINGS AND CONCLUSIONS

The Task and Finish Group mainly focused on the cycle routes identified in the LCWIP as these pose the biggest challenges regarding infrastructure. There are a number of walking routes also noted (many of which link with or follow the same desire lines as the cycling routes), and any future improvements will consider the walking elements needed. As such the group concluded the following:

Methodology:

After the initial review of the draft LCWIP, an overview of the methodology used was presented. It is noted that the LCWIP is a data driven plan that utilises the DfT tools (Propensity to Cycle (PCT), Route Selection Tool (RST) and Walking Route Audit Tool (WRAT)) to identify the preferred origins and destinations and the routes connecting them. The data indicates that the routes noted have the greatest potential to increase numbers of people travelling via cycling and walking in the future if the infrastructure was in place.

DfT's Cycle Infrastructure Design Standards (LTN 1/20):

Further discussions were had around the DfT's Cycle Infrastructure Design Standards (LTN 1/20) and Peterborough City Councils commitment to ensure that any new cycling infrastructure is LTN 1/20 compliant. It is noted that in-order to be compliant the most direct (on-road) routes noted in the draft LCWIP will pose a challenge due to various complexities, such as space available, current layout, location and surrounding areas.

Examples of the types of infrastructure required to ensure compliance with LTN 1/20 design standards can be found in Appendix 4.

Route analysis:

A review of all the routes noted in the draft LCWIP was undertaken and following discussions the group has the following feedback:

Route C01 – There are a lot of parked cars on the route and the on-road sections do not currently meet the LTN 1/20 standards. Behind Gladstone Primary there is an existing cycle route (currently fenced off and overgrown) that should be utilised. To comply with LTN 1/20 a 20mph speed limit would need to be introduced when mixing with cyclists and vehicles.

Route C02 - Questions were raised regarding the current funding programme on Whittlesey

Road. A kerb segregated cycle lane was suggested at the top of the identified route. Fletton Avenue and London Road would be a more desirable line and to apply the principle of giving priority to pedestrians and cyclists. Recommendations were made that the route should go over Town Bridge on London Road and join the City Centre Circular route at Bridge Street.

Route C03 & C09 – Challenges for on and off-road routes. Route should not go east of the parkway as it is too narrow. Consideration needs to be made on where cars are displaced to as a result of any scheme.

Routes C04, C05, C06 – Large numbers of traffic and insufficient widths for compliant infrastructure. Potentially a one-way systems would need to be introduced. Further feasibility studies are required to identify options.

Route C07 – On-road section is challenging, and consideration of the desire line should be made. The group suggests looking at Thorpe Park Road and a one-way system on Mayors Walk (over the bridge) could potentially be a solution. Further feasibility studies are required to identify options.

Route C08 – Utilise the existing off-road route. Minor upgrades such as resurfacing would be needed and suggest the route should connect with Hampton College.

Route C10 – Further feasibility studies are required on this complex route. Alternative off-road routes should be considered.

Route C11 – Challenges around Park Road. Potential solution could be a one-way system around Broadway, maintaining space for parking. Link with route C06.

Route C12 – Merged with route C01. At grade crossing would require crossing 4 lanes of traffic.

Route C13 – Merged / extended with route C01 / C12.

Route C14 – Off road route exists. Route should link up with London Road and infrastructure improvements made. Links with route C02.

Route C15 – Off-road route exists for the most part. Further discussions with Nene Park are required as land ownership and responsibility issues exist. Members feel that the off-road

route is not wide enough in places and the paths should be widened. Considerations should also be made to potential flooding.

New Routes:

The group suggests the addition of 2 new routes:

- C16 – Rowing Lake to the Railway Station.

This should be considered and Sustrans have outline designs for the route utilising the existing bridge with a small reallocation of road users. The group suggests that a data analysis is undertaken to ascertain the propensity to cycle on this route.

It was also noted that there is significant investment secured to develop the railway station and its surrounding area which may increase the number of people choosing to walk and cycle, therefore this new route should be included and should extend to the west.

In addition, it is noted that the Cambridgeshire and Peterborough Mayor (Dr Nik Johnson) has identified that the restoration of the cycle link over Crescent Bridge should be considered a priority. This is relevant as it is anticipated that much of the funding for cycle and walking improvements will be awarded via the CPCA in the future.

- C17 – City Centre to Railway Station

The group discussed a review of the city centre accessibility and understand that compliance with LTN 1/20 standards would be a challenge. Consideration should be given to removing the through route and pushing cars to use the Parkway. Members suggest that the desire line should go through Bridge Street and suggest that as cyclists use it anyway (regardless of restrictions) the ban should be lifted.

City Centre

Significant discussions were undertaken as the group feels that there is a lack of connectivity through the City Centre. Most routes identified start or finish at the City Centre but there is no route through the centre. As such a City Centre 'circular' route (see appendix 1) was identified and should be included in the LCWIP, and further proposals should be developed to enable north-south cycle journeys along Bridge Street.

As per the groups discussions a revised route overview has been drafted and can be found in appendix 2.

Prioritisation

An analysis of the prioritisation matrix was undertaken, and the group suggests the removal of the timeframe category (members feel that prioritisation should not be given to schemes that may be easier to deliver or short term) and should only be used a consideration when applying for funding. Members also suggest the removal of public acceptance and that the weighting on the forecast increase in cycling numbers should be changed so that schemes with higher increases are weighted more than others.

A revised prioritisation matrix results table and priority ranking can be found in appendix 3.

Future reviews:

The group discussed and agreed that the LCWIP should be checked and reviewed annually, and should take into consideration future developments, local knowledge, and other data sources to identify additional routes in the future. It is suggested that the LCWIP is considered for all new planning applications and there should be a joined-up approach when reviewing applications so that cycle routes and active travel are considered and LTN 1/20 standards are adhered to.

Consultation

The Draft LCWIP was submitted to the DfT in November 2019 and the DfT were satisfied with the initial outline plans and route selection.

Consultation with key stakeholders and the general public will take place once Cabinet has approved the finalised LCWIP.

7. RECOMMENDATIONS

The Task and Finish Group makes the following recommendations:

It is recommended that the Climate Change and Environment Scrutiny Committee consider the final report of the Task and Finish group and endorse the recommendations contained within, namely:

1. Review and endorse to Cabinet the amendments to the routes and prioritisation measures in the Draft LCWIP prior to its finalisation.
2. That the Council refers to the LCWIP alongside all developments and site allocations, including when seeking approval at the Planning and Environmental Protection Committee and the Place and Economy Committee.
3. That the Council enables a cross-departmental approach to focus on improving city centre transport through the development of proposals for a new cycling route along Bridge Street. Any future vision for the City Centre should be based on a cycling and walking first principle.
4. That the LCWIP and Active Travel Plans be reviewed annually.
5. Removing obstacles to cyclists like staggered barriers and traffic signals which give priority to motor vehicles over cycles etc.
6. Creation of a Rural Cycle Strategy, to be discussed with Scrutiny once drafted.
7. Draft a vision for the LCWIP to be included at the start of the plan, which includes relevant targets from relevant PCC and CPCA strategies (e.g., net zero carbon and need for modal shift away from car travel) and references the Transport User Hierarchy.
8. Group has a further purpose once public consultation has been completed.
9. Major infrastructure schemes to include cycling and walking provisions.
10. Engagement with key stakeholders, including PCC councillors, as part of the public consultation.
11. To enhance the natural environment through the delivery of walking and cycling schemes; e.g., though tree planting along new and existing cycle routes. Removal of trees, shrubbery and other vegetation should be minimised when constructing new cycle routes and any that must be removed should be replaced.
12. That the Task and Finish group's work is now concluded, and the group is formally

closed. However, it should be noted that the Task and Finish group's work has concentrated on cycling routes in the LCWIP and has not specifically looked at walking routes or the Rural Cycling Strategy.

8. FINANCIAL IMPLICATIONS

The LCWIP should have positive financial implications for the Council., in that through having an LCWIP in place the Council will be able to evidence the case for investment and bid for funding from the DfT to develop and deliver cycle improvements across the city in the future.

9. LEGAL IMPLICATIONS

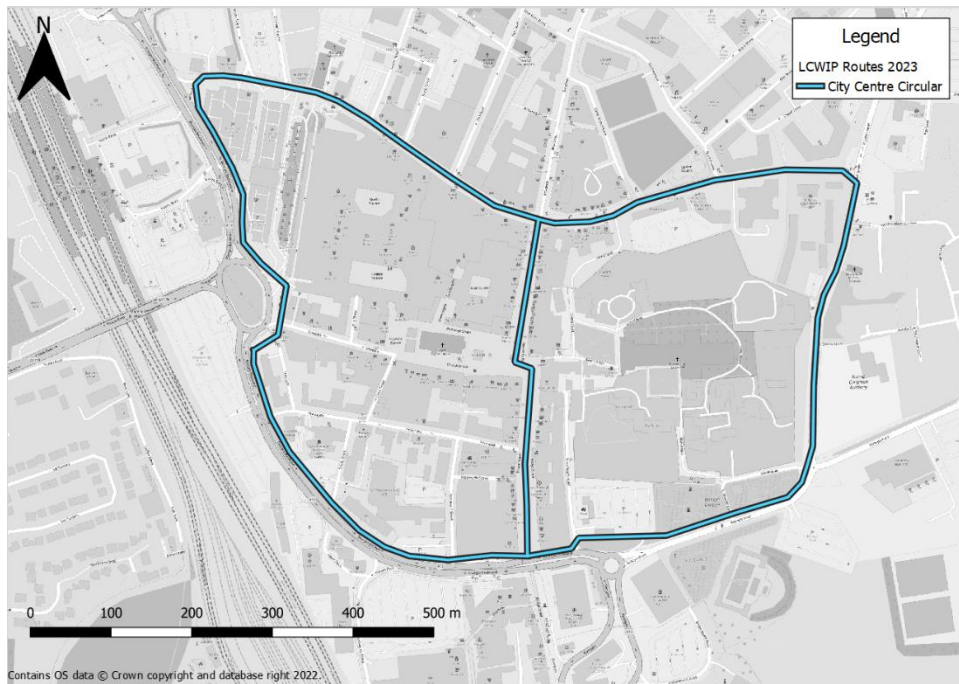
There are no legal implications associated in the development and adoption of the LCWIP. There may be legal implications with delivery where schemes do not fall within Peterborough City Council land ownership.

10. LIST OF BACKGROUND PAPERS AND RESEARCH SOURCES USED DURING THE INVESTIGATION

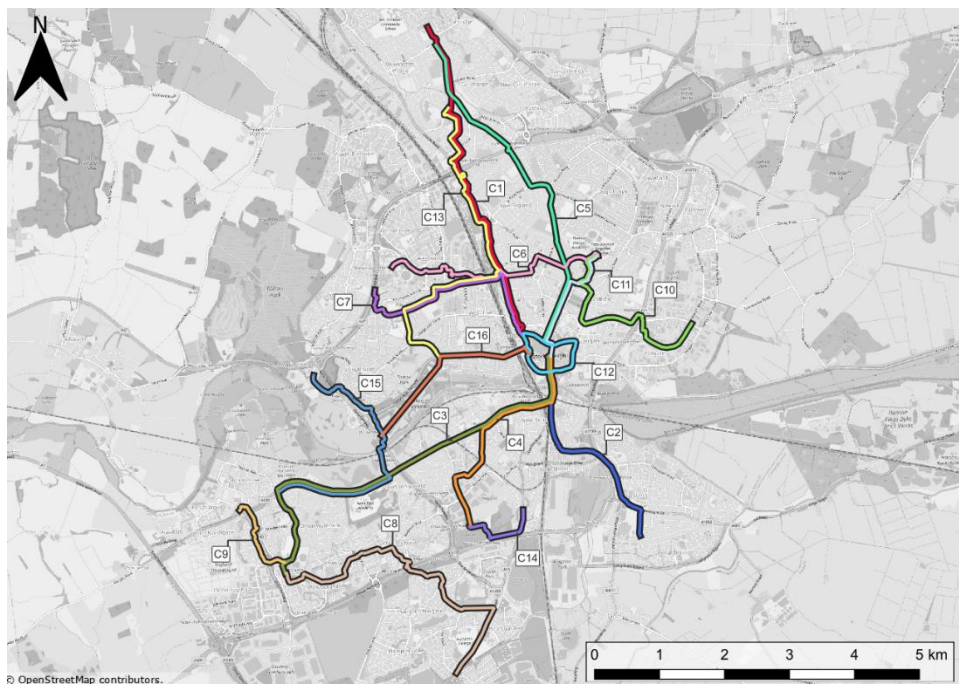
- Draft Peterborough City Council Local Cycling and Walking Infrastructure Plan - <https://www.peterborough.gov.uk/council/strategies-policies-and-plans/transport-strategies/local-cycling-and-walking-infrastructure-plan-2019-2029>
- Department for Transport Local Cycling and Walking Infrastructure Plans, Technical Guidance for Local Authorities - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/908535/cycling-walking-infrastructure-technical-guidance-document.pdf
- Department for Transport recommended Propensity to Cycle Tool - <https://www.pct.bike/>
- Department of Transport recommended Route Selection Tool and Walking Route Audit Tool - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/908594/cycling-walking-infrastructure-tools-document.pdf
- Department for Transport, Transport Analysis Guidance (WebTAG) - <https://www.gov.uk/guidance/transport-analysis-guidance-tag>
- Department for Transport, Active Mode Appraisal Toolkit - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1102781/active-model-appraisal-toolkit-user-guidance.pdf
- Department for Transport Cycle Infrastructure design (LTN 1/20) guidance - <https://www.gov.uk/government/publications/cycle-infrastructure-design-ltn-120>

11. APPENDICES

Appendix 1 - City Centre 'circular' route:



Appendix 2 – Revised route map overview (the annotated GIS version is currently being produced):



Appendix 3 – Revised Prioritisation Matrix results and priority ranking:

Priority ranking		Route	Forecast increase	Total Matrix Score	Estimated delivery term	Notes
1	C12	City Centre Circular	1479	25	Short/Medium term Depending on sections of the route	Try something shorter-term.
2	C01	Arundel Road to City Centre	654	20	Medium term	Similar alignment to C13, discussed merging the routes
3	C05	Fulbridge Road to City Centre	946	19	Complex longer term	
4	C02	City Centre to Stanground	305	19	Medium term	Origin and destination remain the same, how PTC data works
5	C13	Queen Katherine Academy to Thorpe Road	870	18	Medium / longer term	Merged with C01 & C07
6	C06	Gresley Way to Peterborough Regional College	716	18	Complex longer term	
7	C03	City Centre to Orton Centre	553	18	Medium term	Should include Fletton Quays
8	C04	City Centre to Shrewsbury Avenue	521	18	Medium term	
9	C15	Thorpe Road to Oundle Road (inc off-road link to Bretton Way)	417	18	Short Term	
10	C11	Peterborough Regional College to City Centre	672	17	Complex longer term	
11	C07	Jack Hunt School to City Centre	503	17	Medium term	
12	C08	Orton Centre to Hampton Hargate	259	16	Short Term	
13	C09	Orton Centre to Lynch Wood Business Park	99	15	Short Term	

14	C10	Peterborough Regional College to Boongate Retail Park	458	14	Complex longer term	
15	C16	Rowing Lake to Rail Station (Thorpe Road)	283	13	Short Term	
16	C14	Shrewsbury Avenue to Hempstead	98	13	Short Term	

Appendix 4 – Examples of Infrastructure that currently does not comply with LTN 1/20 design standards and examples of the types of infrastructure that is needed:

Does not comply:



Infrastructure that does comply:



Further information on this review is available from:

Democratic Services Team
Governance Directorate
Town Hall
Bridge Street
Peterborough
PE1 1HG

Telephone – (01733) 747474

Email – scrutiny@peterborough.gov.uk

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CABINET	AGENDA ITEM No. 6
13 NOVEMBER 2023	PUBLIC REPORT

Report of:	Adrian Chapman, Executive Director: Place & Economy	
Cabinet Member(s) responsible:	Cllr Gavin Elsey, Cabinet Member for Infrastructure, Environment and Climate Change	
Contact Officer(s):	Lewis Banks, Transport & Environment Manager	Tel. 01733 317465

AUTHORISATION FOR MILESTONE INFRASTRUCTURE LTD TO UNDERTAKE CONSTRUCTION OF ACTIVE TRAVEL IMPROVEMENTS ON THORPE WOOD

RECOMMENDATIONS	
FROM: Executive Director Place and Economy	Deadline date:
<p>It is recommended that Cabinet:</p> <ol style="list-style-type: none"> 1. Authorise the works order of up to £2,000,000 to Milestone Infrastructure Ltd to undertake construction of active travel improvements on Thorpe Wood, under the existing Peterborough Highways Term Services Contract . 2. Authorise the Director of Place & Economy to vary the works order value when required subject to; <ol style="list-style-type: none"> a. available budget being in place; b. the total sum of each variation not exceeding £100,000, c. the combined value of any authorised variation(s) do not exceed the total sum of £500,000. d. any variations are to be made in prior consultation with internal audit, finance and legal services 	

1. ORIGIN OF REPORT

1.1 This report is submitted to Cabinet as it is a key decision under the executive delegations.

2. PURPOSE AND REASON FOR REPORT

2.1 The purpose of this report is for Cabinet to consider and authorise a works order of up to £2,000,000 to Milestone Infrastructure Ltd to construct the Thorpe Wood cycleway.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.5

To make decisions on actions relating to the awarding, assigning and termination of contracts over £500k, and waiving or granting exemptions to Contract Regulations where contracts are over £500k, with the exception any time-critical, operational, or routine decision, which may be determined by the relevant portfolio holder.

3. TIMESCALES

Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting	N/A
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4. BACKGROUND AND KEY ISSUES

- 4.1 A new executive agency of the Department for Transport (DfT) - Active Travel England (ATE), has been established and is responsible for managing and allocating the Government's Active Travel Fund. The Council has been successful in securing funding for the first three rounds of funding and has now been successful with the tranche 4 allocation following a successful funding bid, working in partnership with CPCA who submitted the bid.
- 4.2 Projects which received funding were considered by ATE to be of good quality, ambition and capable of meeting LTN 1/20 cycle design requirements. For Peterborough, funding has been granted for the Thorpe Wood cycleway.
- 4.3 The Thorpe Wood cycleway looks to connect Longthorpe, Ferry Meadows, the Thorpe Wood Business Park, and Bretton with a section of new cycleway and a number of zebra crossings.
- 4.4 Thorpe Wood cycleway received funding from Tranches 2 and 3 of Active Travel Funding and the design is progressing. The addition of the Tranche 4 Active Travel Funding will allow the scheme to be completed.
- 4.5 At the July 2023 CPCA Board meeting approval was granted to award funding received from the DfT Active Travel Grant (Tranche 4) to the Council. The Thorpe Wood cycleway received funding to the value of £2,000,000 and is expected to be spent in 2024/25 financial year.
- 4.6 If Cabinet approve the funding then the work for Thorpe Wood cycleway will be commissioned to Milestone Infrastructure Ltd. To maintain continuity and to avoid delay in the progress made so far, continuation of the project will remain with Milestone as per the Peterborough Highway Services contract. The budget awarded will also be required to cover other project costs such as utility diversion charges.

5. CORPORATE PRIORITIES

- 5.1 The following outlines how the recommendation links to the Council's Corporate Priorities:

The Economy & Inclusive Growth

Environment

The aim of the scheme is to improve sustainable travel infrastructure and encourage more users to switch to sustainable modes of travel and therefore lowering emissions produced by travel within the city.

Successful delivery of the construction phase for Thorpe Wood cycleway will provide a new cycle route that is LTN 1/20 compliant. In addition, for the construction phase it is proposed that HVO is used to minimise the carbon emissions produced from vehicles working on site.

The construction will result in emissions. Milestone have recently developed a comprehensive tool that allows the design team to select materials based on levels of embodied carbon which will allow conscious decisions to be made that seek to reduce the overall impact of the scheme.

Emissions will be produced by use of the welfare unit at the construction site, the use of solar power for this unit will be explored. The Council and Milestone have worked closely together to identify alternative materials and methods to reduce these carbon emissions.

Our Places & Communities

Health and Wellbeing

The Thorpe Wood cycleway scheme will provide an improved active travel route enabling a viable alternative to the car. The cycleway is expected to have a positive effect on health and wellbeing, encourage residents and those working in the area to walk or cycle. The active travel route will connect to the existing walking and cycling routes as well as the new footbridge over the A1260 Nene Parkway and there is a possibility that it will be further extended if funding is available.

6. CONSULTATION

- 6.1 Public consultation on the concept of the Thorpe Wood cycleway was undertaken from 21 October to 4 December 2020 as part of the Junction 15 (A1260 Nene Parkway / A47 Soke Parkway) highway improvement scheme consultation. Further consultation with key stakeholders and the public will commence in October. The public consultation will provide details of the work that has been undertaken to minimise impacts on the Ancient Woodland on Thorpe Wood.

7. ANTICIPATED OUTCOMES OR IMPACT

- 7.1 It is anticipated that the Council will award the package of work for Thorpe Wood cycleway to Milestone Infrastructure Limited as outlined in this report.

8. REASON FOR THE RECOMMENDATION

- 8.1 This recommendation has been made to ensure that the Council is able to effectively deliver grant funding awarded to it by the CPCA for the active travel improvement scheme as well as to improve walking and cycling facilities.

9. ALTERNATIVE OPTIONS CONSIDERED

- 9.1 Not to deliver the scheme: This has been discounted because the walking and cycling network to and from Thorpe Wood needs improving by making it better connected to routes that link to the wider network. Delivering the active travel improvements will provide residents and those working in the area with an alternative and more sustainable form of travel compared to the car. Successful delivery of the scheme will provide significant benefits to the wider travelling public, resulting in improvements to; journey times, accessibility and the environment.

10. IMPLICATIONS

Financial Implications

- 10.1 The recommendation will commit capital expenditure of £2,000,000 to be funded by confirmed grant from CPCA. No long-term borrowing for the Council arises from this decision. However, there will be short term borrowing required to fund the project throughout until the claims are met.

In the event that the project is aborted, costs of business case development and design would need to be expensed to a revenue account but this risk is extremely low.

Legal Implications

- 10.2 The Peterborough Highway Services Contract was procured under the Competitive Dialogue Procedure (regulation 18 of the Public Contracts Regulations 2006) and permits the Council to call-off further works which are within the scope of the Contract.

Equalities Implications

10.3 It is not anticipated that any one identified group will be disproportionately affected by this proposal.

11. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

11.1 [Combined Authority Board 26 July 2023.](#)

12. APPENDICES

12.1 None

CABINET	AGENDA ITEM No. 7
13 NOVEMBER 2023	PUBLIC REPORT

Report of:	Stephen Taylor Executive Director of Adult Social Care & Commissioning	
Cabinet Member(s) responsible:	Councillor Saqib Farooq Cabinet Member for Adults and Health	
Contact Officer(s):	Ruth Miller, Senior Commissioning Manager Micheil Wilson, Commissioning Manager	Tel: 07484 520821

CONTRACT AWARD FOR THE PETERBOROUGH ADULT ADVOCACY SERVICES
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RECOMMENDATIONS	
FROM: <i>Stephen Taylor, Executive Director Adults Services and Commissioning</i>	Deadline date: <i>13 November 2023</i>
<p>It is recommended that Cabinet:</p> <p>1. Award a contract for the Peterborough Adult Advocacy Services to POhWER, (registered company 03323040) following a successful procurement for a period of 3 years with the option to extend for a period of 1 year, from 5 February 2024 for a value of £897,966.12 (Contract year 1 value £242,880.78 and contract year 2, 3 and 4 value £218,361.78 per annum).</p> <p>2. Authorise Peterborough City Council to enter into a Section 256 Agreement with the Cambridgeshire and Peterborough Integrated Care Board for a contribution to costs associated with Peterborough City Council providing Adult Advocacy Services within Peterborough for a period of 3 years with the option to extend for a period of 1 year, from 5 February 2024 for a value of £153,980.57 (Contract year 1 value £41,649.79 and contract year 2, 3 and 4 value £37,443.59 per annum).</p>	

1. ORIGIN OF REPORT

1.1 This report is submitted to Cabinet following a competitive tender process.

2. PURPOSE AND REASON FOR REPORT

2.1 The purpose of the report is to **(1)** approve the award of a contract and **(2)** enter into a section 256 with the Integrated Care Board to partially fund the council's Adult Advocacy Services.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.5:

To make decisions on actions relating to the awarding, assigning and termination of contracts over £500k, and waiving or granting exemptions to Contract Regulations where contracts are

over £500k, with the exception any time-critical, operational, or routine decision, which may be determined by the relevant portfolio holder.

3. TIMESCALES

Is this a Major Policy Item/Statutory Plan?	No	If yes, date for Cabinet meeting	
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4. BACKGROUND AND KEY ISSUES

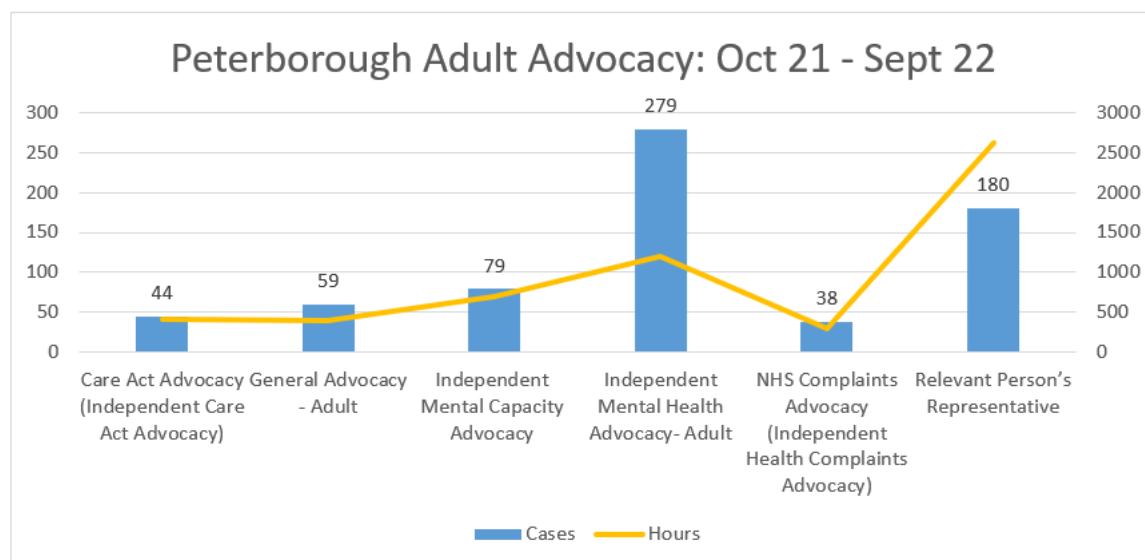
4.1 Advocacy Services are part of the Local Authorities statutory duties, covered by several legislative acts. This service meets these obligations through the provision of advocates to support our residents. Peterborough City Council (PCC) contracts with a third party, with the Integrated Care Board (ICB) also contributing funding to the service under section 256 National Health Service Act 2006.

PCC currently contracts an external All-Age Advocacy service. This contract expires 4 February 2024. The All-Age Advocacy service includes:

- Care Act Advocacy, including specialism in physical disability; specialism in learning difficulties; specialism in mental health and individuals under a Community Treatment Order (CTO)
- Independent Mental Health Advocacy (IMHA)
- Independent Mental Capacity Advocacy (IMCA)
- Independent Health Complaints Advocacy (IHCA)
- Advocacy Support for Children and Young People

Current Service delivery

4.2 The table below shows the number of adults supported, by type of advocacy, with the hours of advocacy received. This is data that the specification and subsequent bids are based on.



Feedback from customers demonstrates there is clarity on service offer and how to access the service. Customers highlighted at face-to-face sessions with commissioners some of the direct benefits of the service, for example, if they did not have an advocate supporting them through benefit renewals, they would not have been able to successfully secure their social security benefits.

The advocacy advocates provide a mobile service by way of home and community visits making them accessible. They also provide varied ways of communication such as telephone and video calling, electronic means such as email and social media and thus there is no anticipation for any geographical constraints in accessing the service.

Points for consideration

- 4.3 The current contractor has separate contracts with PCC and CCC to deliver Adults and Childrens Advocacy (All Aged Advocacy) across Peterborough and Cambridgeshire respectively. The contractor sub-contracts the Children's element and support for the deaf community.

The increasing population of Peterborough (an increase of 17.4% in the 2021 Census compared to 2011) results in the number of residents requiring advocacy support increasing.

Soft market testing identified that Adult Advocacy is a specialised service with a limited provider market. The soft market testing resulted in 6 provider responses, 2 of whom have set out they would be unlikely to deliver the complete range of Adult Advocacy Support the Council requires and would be more suited to offering specialist support through a sub-contract arrangement.

During the life of the newly procured contract, the Council has identified the requirement for a clear process to support spot-purchase arrangements out of area, which has been incorporated within the new specification. The specification has been reviewed to ensure it meets all statutory requirements, for example, Liberty Protection Safeguards.

Procurement Approach

Members should note the Care Act (2014) states that Advocacy Services must be independent of the Local Authority.

- 4.4 The Council considered combining Peterborough and Cambridgeshire's Adult Advocacy within a single contract, or to combine Peterborough's Adult Advocacy with the Children and Young People Advocacy into an All Age Advocacy provision. After consideration, these were rejected at Joint Commissioning Board in favour of a separate contract for Peterborough's Adult Advocacy on the grounds that this allows the service to be more focused on one specific set of needs, allowing the creation of a more bespoke service which remains large enough to deliver an efficient and effective Advocacy Service.

Due to the complexities and to attract the standard of bid the Council requires; the decision was taken to combine PCC and CCC Children and Young Peoples Advocacy Service into a single and separate service to Adult Advocacy, hence Children and Young People Advocacy was procured as its own separate contract; with CCC being the lead authority for provision of service across Peterborough and Cambridgeshire. This decision reflects the provider market, allowing providers to run a cost-efficient service across two Local Authorities. PCC has delegated the function of Children and Young People Advocacy to CCC, which has sought authorisation within CMDN KEY/24APR23/02 and CCC shall contract with the third party for provision of Children and Young Peoples Advocacy Service across Peterborough and Cambridgeshire.

The Procurement Process

4.5 The procurement was a collaborative process, with CCC leading the procurement of Advocacy Services under the open procedure in accordance with Regulation 27 of the Public Contracts Regulations 2015, with input from PCC. The procurement was advertised on 20 June 2023 with an Invitation to Tender which closed on 8 September 2023. The procurement comprised of the following elements:

A Selection Questionnaire including:

- Financial Standing
- UK General Data Protection Regulation (UKGDPR)
- Modern Slavery
- Insurances
- Safeguarding

All bidder's that met the selection criteria within the Selection Questionnaire proceeded to the tender evaluation stage, which incorporated;

A Quality Element (70%) – a weighting was given to each question and the questions (method statements) that were asked within the quality element related to areas including service and service user outcomes, demand management, service structure and delivery, publicity strategies.

Price (30%) - bidders were required to complete and submit a Price Schedule. The bidder with the lowest overall compliant price was awarded the full score of 30%. All other price submissions were scored in accordance with formula set out within the invitation to tender.

The scores from quality and price were added together and the bidder with the highest overall score was awarded the contract.

7 bids were received for the Peterborough Adults Advocacy Service and 4 of those bids passed the Selection Questionnaire stage. The 3 bids that failed the selection stage were eliminated due to their lack of experience provided specifically in Advocacy and, the lack of clarification to explain why despite this lack of experience, they could deliver this service. The 4 remaining bids were then subject to evaluation by the evaluators from 9 September 2023 to 6 October 2023 and a moderation of these evaluations took place on 11 October 2023. Following moderation, bidders were ranked according to total score and the bidder POhWER gained the highest overall score and ranked first place. This was decided upon from a 70%/30% split. 70% quality and 30% price:

Supplier Name	Quality (70%)	Price (30%)	Total %
POhWER	55.65	30.00	85.65
Supplier B	42.70	26.98	69.68
Supplier C	44.45	17.36	61.81
Supplier D	40.6	22.04	62.64

The total contract value for the PCC's Adult Advocacy Service over the maximum 4-year contract period is £897,966.12. With the ICB contributing £153,980.57 over the span of the 4-year contract by way of s256 agreement.

5. CORPORATE PRIORITIES

5.1

1. *The Economy & Inclusive Growth*

- Following completion of the Carbon Impact Assessment, there have been no specific implications identified as this service will not see any significant changes to the way Advocacy services are provided in Peterborough.
- Social Value will be measured as part of the contract monitoring, with a local workforce being a priority, ensuring that where possible jobs associated with the Advocacy service are created and maintained within Peterborough.

2. *Our Places & Communities*

- Advocates will help support residents to express their views and access available services that impact on their health and wellbeing, lives, and work in the right place at the right time. This will lead to more adults living independently for longer and higher take up rates for NHS Health checks.

3. *Prevention, Independence & Resilience*

- An advocacy service will support Young People into further/higher education which is appropriate for them.
- Adults will be supported to express their views, enabling them to engage in support enabling them to live independently for longer.
- Children will be supported to express their views to enable them to engage with services, which in turn will lead to higher attainment in education.

4. *Sustainable Future City Council*

- The Advocacy Service will be subject to quarterly contract monitoring which will include Open Book Accounting to enable Council officers to review the provider spend throughout the contract. The contract monitoring will include outcome-based targets, including for Social Value, enabling Council officers to monitor performance against the Council priorities and outcomes.

Further information on the Council's Priorities can be found here - [Link to Corporate Strategy and Priorities Webpage](#)

6. CONSULTATION

6.1 The recommissioning of the Peterborough Adults Advocacy Service has offered the opportunity for market engagement to seek the views of a wide range of stakeholders, such as colleagues from Adult Social Care, Service User Participation group for LD (Learning Disability) and Autism, Sensory Impairment groups and advocacy providers. Commissioners have contacted other local authorities to benchmark and compare services, budgets, and service delivery models. Adults and Young People have been consulted on their experiences too. All of this is contributing to the development of intended outcomes and the service specifications for this service.

6.2 Further engagement and monitoring will be undertaken to evaluate the service as it progresses over the contract duration

6.3 *Has this recommendation been considered by the below? If not, please provide reasoning.*

- *Corporate Leadership Team (CLT) - 24/10/2023*
- *Cabinet Policy Forum (CPF) - 30/10/2023*

7. ANTICIPATED OUTCOMES OR IMPACT

7.1 The successful contractor shall deliver PCC's Adult Advocacy Service, meeting the Council's statutory duties through the provision of advocates to support Peterborough's residents with effect from 5 February 2024 for a total contract period of three years, plus one year extension.

8. REASON FOR THE RECOMMENDATION

- 8.1 Award of the contract to the successful bidder POhWER will ensure Peterborough residents continue to be supported by an Advocacy Service and be independently represented where necessary without a gap in service.

The procurement process was compliant with procurement legislation in order to procure a new contract to replace that expiring on 4 February 2024. The new contract has been procured competitively in accordance with the Public Contracts Regulations 2015, demonstrating best value and required quality.

9. ALTERNATIVE OPTIONS CONSIDERED

- 9.1 Continue with current contractual arrangements without open tender - Would be a breach of Public Contract Regulations 2015 and would not explore competitive procurement and bring in improvements to service delivery or value for money.

Terminate provision – Peterborough residents would lose access to statutory advocacy. This would be in direct violation of the acts listed in section 10.2

10. IMPLICATIONS

Financial Implications

- 10.1 The total contract value for the POhWER Adult Advocacy Service over the maximum 4 years is £897,966.12. With the ICB contributing £153,980.57 over the span of the 4-year contract. The table below shows the amounts per annum.

	Year 1	Year 2	Year 3	Optional Year 4
Bid Price	£242,880.78	£218,361.78	£218,361.78	£218,361.78
ASC Budget	£201,230.99	£180,918.19	£180,918.19	£180,918.19
ICB Budget	£41,649.79	£37,443.59	£37,443.59	£37,443.59

Legal Implications

- 10.2 The service forms part of the statutory responsibilities of the Local Authority under the following acts:

The Equality Act 2010 outlines the requirements of advocates to not discriminate against people and applies to all instances where an advocate supports an individual(s). This outlines the requirements of advocates to not discriminate against people and applies to all instances where an advocate supports an individual(s).

The Care Act 2014 says Local Authorities must: include people in the decisions that are made about them and their care and support. Local Authorities must help people to express their wishes and feelings and support people to make choices and help them to make their own decisions. The Care act also says: independent advocacy is about giving the person as much control as possible over their life. It helps them understand information, say what they want and what they need.

Advocacy should be considered from the first point of contact, request, or referral and at any subsequent stage of the care and support process. The right to an advocate applies in all settings regardless of whether the person lives in the community or a care home and includes prisons.

Mental Health Act 1983: Independent Mental Health Advocate. People detained in hospital under the Mental Health Act 1983, or who are subject to a Community Treatment Order, can

ask for an IMHA. An IMHA is trained to support people in understanding their rights under the mental health act and participate in decisions about their care and treatment.

Mental Capacity Act 2005: Independent Mental Capacity Advocacy and Deprivation of Liberty Safeguard (DoLS). The Mental Capacity Act 2005 introduced the role of the IMCA as a legal safeguard for people who lack capacity to make specific important decisions, including about where they live and medical treatment options.

A DoLS IMCA is a specialist advocate working with people from all vulnerable backgrounds with all nature of impairments that can leave someone lacking capacity. They only deal with issues relating to DoLS applications. They are independent of the Safeguarding Board and safeguard the rights of people who lack capacity.

Health and Social Care Act 2012: Independent Health Complaints Advocacy IHCA is a free and independent advocacy service that helps people make a complaint about any aspect of their NHS care or treatment. This includes treatment in a private hospital or care home that is funded by the NHS.

10.3

The procurement has been conducted in accordance with the Public Contracts Regulations 2015.

Equalities Implications

10.4

Service users with protected characteristics who are accessing support via the care act the impact for the affected persons will be positive as the advocacy service will enable people who access the service to have their voices heard and their legal rights represented. It helps people with protected characteristics access services that they may have ordinarily had difficulty accessing. For example: asylum seekers may have barriers to accessing services due to language barriers, prejudices, and social isolation. The Advocacy service breaks down these barriers which in turn provides better outcomes for our population. Another example of positive outcomes for those with protected characteristics are for those from the deaf community who can access the advocacy service to be provided with support having their views heard, express their own wishes. If this service were not recommissioned this would be detrimental to service users and the wider community, concerns to deprivation of liberty and we will be failing in our statutory due if we do not provide the service.

11. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

11.1

There are none.

12. PROCUREMENT DN NUMBER

12.1

DN626459

13. APPENDICES

13.1

There are none.

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CABINET	AGENDA ITEM No. 8
13 NOVEMBER 2023	PUBLIC REPORT

Report of:	Stephen Taylor, Executive Director Adult Social Care & Commissioning	
Cabinet Member(s) responsible:	Cllr Bisby - Cabinet Member for Children's Services	
Contact Officer(s):	Zoe Redfern-Nichols (zoe.redfern-nichols@peterborough.gov.uk) Issy Thomson (isobel.thomson@peterborough.gov.uk)	Tel. 07747 512996

AWARD OF CHILDREN & YOUNG PEOPLE HOME & COMMUNITY SUPPORT BLOCK CONTRACTS AND AWARD OF HOME & COMMUNITY SUPPORT PSEUDO DYNAMIC PURCHASING SYSTEM CONTRACTS

RECOMMENDATIONS	
FROM: Executive Director Adult Social Care & Commissioning	Deadline date: 13 November 2023
<p>It is recommended that Cabinet:</p> <ol style="list-style-type: none"> 1. Approve the award of 3x Children/Young People Home & Community Support block contracts, each with a contract term of 3 years with an option to extend up to 2 years in increments of 12 months from the 01.02.2024, as follows: <ol style="list-style-type: none"> 1.1. to Circles Network (Company number: 02972700), with a value of £50,000 per annum (£250,000 for the contract term including extension period). 1.2. to Sabanu Care Ltd (Company number: 12922944), with a value of £50,000 per annum (£250,000 for the contract term including extension period). 1.3. to Greenhill Healthcare Ltd (Company number: 13796928), with a value of £50,000 per annum (£250,000 for the contract term including extension period). 2. Approve the award of the Children/Young People's Home & Community Support Pseudo Dynamic Purchasing System (PDPS); the contract term is 5 + 3 + 2 years and has an overall contract value of up to £10,000,000 over the whole contract term (including 2 extension periods). The list of approved providers are outlined in Appendix 1. 3. Delegate approval to the Executive Director Adult Social Care & Commissioning to extend the Contract Term up to 10 years (for the PDPS) in accordance with the contract provisions. 4. Delegate approval to the Executive Director Adult Social Care & Commissioning to extend the Contract Term for each or any of the 3x block contracts up to 5 years (per block contract) in accordance with the contract provisions. 5. Delegate approval to the Executive Director Adult Social Care & Commissioning to agree to an uplift (per annum) on the hourly rate; subject to internal governance arrangements and the value given in the published Contract Notice 	

1. ORIGIN OF REPORT

1.1 This report is submitted to Cabinet following a competitive tender process for a contract value over £500k.

2. PURPOSE AND REASON FOR REPORT

2.1 The purpose of this report is to approve the award of 3x block contracts and approve the award of a pseudo dynamic purchasing system (PDPS) for the commissioning of home & community support for children/young people with disabilities and/or complex needs.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.5:

To make decisions on actions relating to the awarding, assigning and termination of contracts over £500k, and waiving or granting exemptions to Contract Regulations where contracts are over £500k, with the exception any time-critical, operational, or routine decision, which may be determined by the relevant portfolio holder.

3. TIMESCALES

Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting	
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4. BACKGROUND AND KEY ISSUES

4.1 Context

Home Care & Community Support refers to the support provided to children/young people with disabilities and complex needs. Home Care usually relates to the provision of personal care; help with washing, dressing and toileting. Community Support refers to supporting a child/young person to access the community. These types of support are accessed by children/young people who are open to 0-25 Disability Social Care; these children/young people are considered 'Children in Need' (CIN) under the Children Act 1989. Home & Community Support is, therefore, a statutory service and a key part of the provision offered to children & young people with disabilities and complex needs, and their families.

High Level Family Support refers to short term, intensive and outcomes focused support provided to families with children/young people with disabilities and/or complex needs to reduce the risk of carer and/or placement breakdown and prevent episodes of care.

4.2 Introduction

Children's Home & Community Support, commissioned from the external market, forms an integral part of the provision available for children/young people with disabilities and their families. The Children's Commissioning Team are responsible for the contract monitoring and quality assurance of the contract, and the activity and spend for the entirety of this provision is recorded within the Children with Disabilities (CWD) Dashboard. Home & Community Support is, therefore, one of several services available to meet the needs of children/young people with disabilities.

This workstream and proposal has been informed by the [Sufficiency Statement for Children & Young People with Disabilities & Complex Needs](#) and therefore, sits within the Children with Disabilities (CWD) Development Programme. Separate Project Group meetings have been held on a regular basis, specific to this commissioning exercise, which have included Social Care, Procurement and Legal representatives.

4.3 Purpose

Peterborough City Council (PCC) have led on a joint commissioning/tender exercise with Cambridgeshire County Council (CCC) to implement a Pseudo Dynamic Purchasing System (PDPS) to commission Home & Community Support for children & young people with disabilities

and complex needs. This PDPS has also included a specific Lot for High Level Family Support. Alongside the PDPS, this exercise has included tendering for Home & Community Support block contracts.

In submitting a tender for the PDPS, providers have indicated their interest to deliver Home Care or Community Support or both; providers were also able to indicate their interest in providing High Level Family Support.

The purpose of this report is therefore to seek approval from Cabinet to implement a PDPS and award 3 £50,000 block contracts for the commissioning of Home & Community Support for children & young people with disabilities and/or complex needs in Peterborough.

Approval to award is being sought from PCC Cabinet as this represents a key decision for Peterborough as the expenditure, in a related series of transactions, will be in excess of £500,000. This is not new expenditure as budgets are already committed for these services; approval is being sought for the successful providers to deliver the services through these new commissioning arrangements.

The contract start date for both the PDPS and block contracts is 01.02.2024.

4.4 **Current Arrangements**

Home & Community Support is currently procured through Cambridgeshire County Council's All-Age Home & Community Support DPS; this is used to procure support for both children/young people and adults with CCC as the lead commissioner. This DPS started in 2017, with a contract term of 10 years (October 2017-October 2027), and approval for Peterborough City Council to procure services from Cambridgeshire County Council's DPS was approved in 2021. [Decision - Approval for Awarding Home Care Contracts for Children and Young People's care by calling off from Cambridgeshire County Council's existing Dynamic Purchasing System \(DPS\) Framework for Home and Community Support Services SEPT21/CMDN/30 | Peterborough City Council](#)

The initial intention behind the All-Age Home & Community Support DPS was to enable cross functional packages of care, particularly for remote areas where providers could support a range of service users; including adults, children/young people and those with learning disabilities/mental health needs. This has not been realised due to several factors; including the limited shared market and the need to differentiate the skill set between Home Care and Community Support.

Table 1 outlines the delivery of Home & Community Support in Peterborough for 2022-23 and 2023-24 (as at Oct 2023).

	No. Of Home & Community Support Packages	Hours	Spend
2022-23 actuals	35	24,103	£552,279.81
2023-24 Q1 actuals	28	6,846.5	£158,308.24
2023-24 committed (as at 05.10.2023)	39	36,523	£834,014.05
These figures do not take into account any recharges made to Health and/or Education.			

Following a review of the arrangements in 2021, a series of exercises were undertaken with oversight from the Commissioning Management Team (CMT) and the People & Communities Joint Commissioning Board (P&C JCB). A full chronology of the workstream can be found in Appendix 2.

4.5 **Children/Young People Specific Commissioning Arrangements**

On 30.11.2022 the P&C JCB gave approval to go out to tender for children/young people specific commissioning arrangements for Home & Community Support. This includes a Children/Young People's Home & Community Support Pseudo Dynamic Purchasing System (PDPS), with parallel

block contracts. The block contracts have a per annum contract value of £50,000; including 3 £50,000 block contracts for PCC and 2 £50,000 for CCC. These block contract figures have been informed by previously delivery and forecasting figures.

Moving away from the previous All Age Home & Community Support DPS to a Home & Community Support PDPS for children/young people specifically is focused on:

- + Developing strategic relationships and partnerships that drive market improvement and responsiveness.
 - + Ensuring sufficiency by increasing the number and breadth of providers.
 - + Increasing buying power within the market with a shared Cambridgeshire & Peterborough PDPS; a market demonstrably separate from the Adult Home Care market.
 - + Introducing specific children and/or young people commissioning arrangements that more accurately reflect need and demand.
 - + Creating more opportunities for competition by introducing a children/young person's specific PDPS and a parallel competitive tender for block contracts.
 - + Differentiating between Home Care/Support and Community Support; reflecting the differences within the markets.
 - + Enabling closer liaison between providers and Children's Commissioning/Brokerage; thereby fostering strategic relationships and increasing flexibility/proactivity.
 - + Extending the age range of the PDPS up to 25 to ensure young people can remain with the same providers into adulthood.
 - + The utilisation of corporately owned properties, to use as a base for Home & Community Support providers. This is beneficial for children/young people in terms of broadening the range of activity and socialisation opportunities; it also reduces the activity costs of support and can reduce the need for 2:1 staffing ratios. Formalising the use of PCC's property, Derby House, is being supported and governed by the CWD Development & Delivery Board.
 - + Formalising commissioning arrangements for High Levels Family Support, previously brokered on an ad-hoc basis.

The PDPS has been separated into Lots for Home Care and Community Support (Lot 1a Generic Homecare, Lot 1b Complex Homecare, Lot 2a Generic Community Support, Lot 2b Complex Community Support and Lot 3 High Level Family Support) to reflect the differing skill set, each with 'generic' and 'complex' hourly rates included within the pricing schedule, recognising the additional requirements and subsequent costs for more complex packages. This same distinction has been applied to the block contracts.

The third Lot was included for High Level Family Support (under the Inter Authority Agreement CCC has stated they do not require to call off for this service, therefore, it is agreed between PCC and CCC that this Lot will be utilised by PCC only).

These arrangements have been informed by ongoing market engagement since the initial review of Home & Community support arrangements in 2021, alongside consultation and engagement with parent/carers and professionals. Further detail on the consultation that has been carried out can be found in Section 6: Consultation.

The PDPS element will be shared across Peterborough and Cambridgeshire; PCC will hold overall responsibility for the PDPS as PCC have led on this commissioning exercise and tender. CCC has the ability to carry out their own call offs for Cambridgeshire children/young people, having a separate contract in place directly with providers. The details of these arrangements are outlined in an Inter Authority Agreement, agreed upon by both PCC Legal and CCC Pathfinder Legal; a copy of this can be found in Appendix 3.

The PDPS will be opened periodically for new providers to apply to join, as managed by Children's Commissioning and in response to the capacity of the market. Whilst a light touch approach has been and will be taken, questions will continue to be posed to the prospective providers to ascertain their suitability and experience in supporting children/young people, and due diligence will be undertaken following award. These due diligence processes, alongside ongoing contract

monitoring, will be managed by Children's Commissioning and Children's Brokerage functions across both PCC and CCC.

As part of mobilisation/induction, providers will also be asked to complete the PCC Children's Safeguarding Toolkit and the PCC Autism Toolkit. Asking Providers whether they will commit to completing these were included as a pass/fail Selection Question within the tender.

4.6 **Tender & Procurement Exercise**

The competitive tender and procurement exercise for both the PDPS and block contracts were carried out between June and October 2023. For the block contracts, a 60% quality threshold was applied, with the successful providers being the most economically advantageous tender (MEAT) and providing the most competitive prices. For the PDPS, a 60% threshold was applied, with successful providers being those who submitted pricing within the ceiling rates of £23.30 for Generic and £26.80 for Complex.

- 10 providers passed the quality threshold for the block contracts, with 3 Providers each being awarded one block contract after submitting the most competitive prices. Each contract has an annual value of £50,000.
- 11 providers were successful in the tender process for the PDPS.

Following approval to award from Cabinet, formal award will be given to the successful providers; subject to successful due diligence checks. Contract start date is anticipated to be 01.02.2024.

5. **CORPORATE PRIORITIES**

5.1 The recommendation links to the Council's Corporate Priorities as follows:

The impact on the **Environment** has been outlined within the Carbon Impact Assessment:

- Introducing a Home & Community DPS specifically for children and young people, alongside introducing block contracts, will not have significant environment or climate change implications as the way in which the service will be delivered will remain the same. However, expectations in terms of limiting environment and carbon impact were considered within the tender. Considerations to environmental and climate change will also be included within contractual documentation and within monitoring arrangements for the life of the contracts.

The impact is limited given this exercise represents a change to commissioning arrangements rather than the procurement of a new service.

With regard to **the Economy & Inclusive Growth**, the block contracts within this tendering exercise provides a level of financial security and therefore sustainability to the 3 awarded providers; providing them the opportunity to develop their services within Peterborough, supporting economic growth and job opportunities for those within Peterborough. The block contract providers are also committed to delivering the full value of the block contract and therefore, in terms of **Places & Safety**, delivering Home & Community Support to the more rural areas of Peterborough.

The introduction of a Home & Community Support DPS also increases the numbers of providers operating in Peterborough; also supporting economic growth and job opportunities. This should also increase capacity within the market and, subsequently, increase the skill set and experience within the market.

Both of these commissioning exercises, in terms of the block contracts and the DPS, therefore increase the options for those living and working in Peterborough; reflecting on the **Our Place & Communities** corporate priority. Thereby increasing the Health & Wellbeing of local communities and, crucially, the Health & Wellbeing of the children & young people these services are being commissioned for.

These services are particularly pertinent to the **Prevention, Independence & Resilience** corporate priority, and the Council's value of Inclusivity, in terms of them supporting children & young people with disabilities and complex needs. As Home & Community Support makes up part of PCC's Short Break offer, these services are preventative in nature; increasing the resilience of families and therefore helping children & young people to remain at home and within their local communities. Providing quality Social Care support, as part of PCC's Short Break offer, also support children & young people to remain at school and engaged in Education; supporting **Education and Skills for All**.



With regard to a **Sustainable Future City Council**, Children's Commissioning are working to increase capacity within the Home & Community Support market; supporting PCC in how we work and how we serve children & young people with disabilities. The introduction of a DPS specific to Home & Community Support for children & young people should also lead to greater competition within the market; leading to a more favourable financial options for the commissioning of Home & Community Support for children & young people in Peterborough.

6. CONSULTATION

6.1 Ongoing market engagement was carried out to inform this commissioning exercise. A soft market testing exercise was undertaken September 2022; a full overview of these responses can be found in Appendix 4.

Consultation with parent/carers was also carried out, as reflecting the Council's value of Collaboration; Appendix 5 provides a comprehensive overview of the responses received and feedback was incorporated into the service specifications for the PDPS and block contracts. The key results are summarised below:



- Parent carers believe that support/care workers require a different skill set for community support rather than home care (due to different training needs and tailoring support to each child/young person).
- Parent carers feel that that the complexity of care and support provided should be reflected within hourly rates (complex needs were described as multiple disabilities/range of needs where specialised training is required).
- Consultation with professionals was also carried out; key points are summarised below:
- Community Support does require a different skill set than providing Personal Care.
- The Local Authority does not need to differentiate hourly rates for Home Care and Community Support.
- The Local Authority should have different hourly rates that reflect the complexity of the care & support e.g. a generic and complex rate.
- There are particular presenting needs which providers can find more difficult to manage; these include challenging behaviour, absconding and managing sensory needs.

Consultation was also undertaken with professionals from 0-25 Disability Social Care, including a questionnaire and drop-in session. Appendix 6 provides an overview of the findings.

Further consultation was carried out at the point of tender document collation. A parent carer rep from Family Voice reviewed and gave feedback on the service specifications and put forward a method statement question to be evaluated. A parent carer from Family Voice also took part in the evaluation and moderation of the bids.

Children's Commissioning also worked with operational teams to include a method statement question from children/young people with disabilities; some of whom had direct experience of Home & Community Support and therefore were able to outline their priorities for service delivery.

- 6.2 Once contracts have commenced, there will be ongoing consultation with both providers, parent/carers and professionals to inform service development.

It is a requirement within the service specification for Providers to have a mechanism for parent/carers to provide feedback about the service available at all times, as well as gather feedback from children/young people (where possible) and their families on a regular basis. This feedback will then be fed back to the Children's Commissioning Team to inform development.

- 6.3 *Has this recommendation been considered by the below? If not, please provide reasoning.*
- *Corporate Leadership Team (CLT) - 24.10.2023*
 - *Cabinet Policy Forum (CPF) - 02.11.2023*

7. ANTICIPATED OUTCOMES OR IMPACT

- 7.1 Following approval to award by PCC Cabinet, there will be a new commissioning process in place focusing on the procurement of Home & Community support for children/young people with disabilities and/or complex needs. This will focus on increasing capacity and sufficiency within the market; providing services that more accurately reflects the needs and demand of children/young people specifically. It will give Children's Commissioning the opportunity to develop strategic relationships/partnerships that drive market improvement and responsiveness, alongside formalising commissioning arrangements for High Level Family Support.

Further key opportunities of these arrangements have been outlined in Section 4.5.

8. REASON FOR THE RECOMMENDATION

- 8.1 Home & Community Support is a statutory service and a key part of the provision offered to children & young people with disabilities and complex needs, and their families within PCC. The current commissioning arrangements for this type of support are not meeting the needs of children/young people in Peterborough and there is increasing demands for this type of support.

9. ALTERNATIVE OPTIONS CONSIDERED

- 9.1 A number of options were considered throughout the Home & Community Support review. In not proceeding with the award of these contracts, the alternative option would be to continue commissioning these statutory services through the CCC led All-Age Home & Community Support DPS. This option was rejected due to the current arrangements not meeting need and in light of increasing demand; proceeding with the proposed option also ensures there are commissioning and quality assurance arrangements in place for High Level Family Support.

10. IMPLICATIONS

Financial Implications

- 10.1 The Children/Young People's Home & Community Support Pseudo Dynamic Purchasing System (PDPS) has an overall contract value of £10,000,000 over the 5+5 years contract term; It is envisaged £8,000,000 will be spent by Peterborough City Council. The higher proportion of spend for Peterborough compared to Cambridgeshire is due to Cambridgeshire delivering a large proportion of their home & community support through their in-house service.

The 3x block contracts for Peterborough have an overall contract value of £750,000 over the 3+2 years contract term. The aim of the block contracts is to offer providers guaranteed spend and therefore, an opportunity to establish themselves within the local area; whilst promoting a more competitive hourly rate.

The introduction of the Children/Young People's Home & Community Support PDPS and associated block contracts does not have any financial implications in terms of being a change in commissioning arrangements, rather than being a new service. Financial modelling will be

undertaken throughout the contract terms to ensure budgets reflect both inflationary and demographic uplifts; this has been factored in to previous and existing year budget build.

The only aspect of this exercise that has a specific financial implication is the increase in ceiling rates; this increase can be found below:

	2023-24 - current DPS	2023-2025 - new PDPS
Generic	£20.16	£23.30
Complex	£26.57	£26.80

These recommendations relate to the UK Home Care Association's recommendations around implementing an hourly rate of £23.30 (from April 2022) to reflect the increased cost of delivering care (increased by 8.7%, or £1.87, since April 2021). Therefore, introducing a ceiling rate of £23.30 would ensure providers are able to pay staff the increased National Living Wage and reflect these increased costs of delivering care. It would thereby also support the overall sustainability of the market whilst incentivising providers.

In order to reduce the impact of this increase to ceiling rates, the ceiling rates will be fixed until the 2025-26 financial year, with Providers not able to request an uplift until this time.

Legal Implications

- 10.2 The award of the block contracts and a place on the Pseudo Dynamic Purchasing System (PDPS), as set out in this report, is compliant with the Public Contract Regulations 2015 (PCR).

The procurement for the PDPS was conducted following a procedure similar to the open procedure described in Regulation 27 of the Public Contracts Regulations 2015, however, this type of service is contained within Schedule 3 of the PCR and therefore, a light touch regime is followed. This means the Council reserves the right to deviate from the formalities of the open procedure given the flexibilities permitted by Regulation 76 of the Public Contracts Regulations 2015.

The PDPS looks and feels similar to a Dynamic Purchasing System under Regulation 34 of the PCR. Cambridgeshire County Council is a named Local Authority within the tender documents and Contract Notice and accordingly, they have the authority to utilise the PDPS and such usage will be governed by the Inter Authority Agreement, signed by both parties and dated the 27th September 2023.

The award of the block contracts is compliant with Regulation 27 of the PCR.

The contracts provide for the extension periods, as set out in the report. Also, the contracts allow for the providers to request an uplift to their hourly rate, submitted as part of their tender. However, where the Council grants approval of an uplift, it must be in accordance with the contract provisions, the Council's uplift strategy and any spend, via the Call Off Contracts, cannot exceed the maximum value of £10,000,000 over the maximum term of 10 years for the PDPS and £50,000 per annum per block contract.

Equalities Implications

- 10.3 An Equality Impact Assessment was completed at the start of the commissioning process which outlined a positive impact on particular individuals and groups. This assessment can be found in Appendix 7.

11. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

- 11.1 People & Communities Joint Commissioning Board (P&C JCB) Paper November 2022

12. PROCUREMENT DN NUMBER

12.1 DN668543

13. APPENDICES

- 13.1 Appendix 1 - List of PDPS Providers
Appendix 2 - Workstream Chronology
Appendix 3 - Inter Authority Agreement
Appendix 4 - Overview of Soft Market Testing
Appendix 5 - Overview of parent/carer consultation/engagement
Appendix 6 - Overview of professional's consultation/engagement
Appendix 7 - Equality Impact Assessment

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Provider Name
Bee's Care
CSS
Hales Group
Integrative
K2 Care
Living Plus
Peartree1
Pure Hearts
Sabanu Care Ltd
ST Complete Care
The Edmund Trust
CSS Families (HLFS only)

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Appendix 2 – Home & Community Support Workstream Chronology

Timeline	Activity
Jan-March 2021	There was a review of Home & Community Support arrangements in Cambridgeshire and Peterborough for children & young people.
September 2021	The governance was secured to enable PCC to utilise CCC's Home & Community Support Dynamic Purchasing System (DPS) .
January – March 2022	Children's Commissioning developed a Generic Support specification specific to children & young people, alongside an associated pricing schedule, following approval at CMT and P&C JCB.
April-June 2022	<p>The following steps were completed, as advised by CMT in March-April 2022 before proceeding to seek approval from P&C JCB to formally approve the development of a Home & Community Support DPS specifically for children & young people.</p> <ul style="list-style-type: none"> ▫ Further market engagement, ascertaining interest in a children/young people specific DPS and focusing on the feasibility and attractiveness of block contract options alongside this. ▫ Primary consultation with parent carers to inform the shape of the commissioning arrangements, and specifications therein. ▫ Continue working with Adults Commissioning to ensure consideration is made regarding the strategic direction and commissioning intentions within the adult market. <p>Throughout these stages, Children's Commissioning have liaised with contacts within other Local Authorities; to inform the approach taken within Cambridgeshire and Peterborough. An overview of these findings can be found in Appendix 2.</p>

Timeline	Activity
Jan-March 2021	There was a review of Home & Community Support arrangements in Cambridgeshire and Peterborough for children & young people. At this time, CCC used the Home & Community Support DPS, also used to procure Home Care for adults. In Peterborough, there were ad hoc arrangements as the Peterborough Home Care Framework was specific to adults.
March-April 2021	This was focused on market engagement and increasing the number of providers working with children & young people on the Home & Community Support DPS. Initially, this was successful; increasing the number of providers from 4 to 7. This increase did not have the effect of meeting increasing demand; whilst CCC's Community Support Service (CSS) monopolised delivery, there continued to be unmet need.
May 2021	Due to the difficulties across both Cambridgeshire and Peterborough and following a review of the options being taken by Adults' Commissioning, a proposal was taken to CMT regarding a children & young person specific Home Care Framework . CMT instead suggested there be further targeted market engagement, a focus on how the existing Home & Community Support DPS could be used; concerns were also raised regarding exacerbating transitions into adulthood.
August 2021	An update was presented to CMT . This proposed that PCC be able to utilise the Home & Community Support DPS; it also proposed introducing a generic specification for children/young people as all support was being procured through the complex specification. CMT approved this; a variation has since been applied to the contract to introduce this generic specification. These proposals were then endorsed by P&C JCB.

September 2021	The governance was secured to enable PCC to utilise CCC's Home & Community Support Dynamic Purchasing System (DPS) ; thereby providing consistency in Quality Assurance mechanisms across Cambridgeshire & Peterborough. This had limited success as the number of providers working with children & young people on the Home & Community Support DPS again decreased.
October-December 2021	Children's Commissioning worked with Brokerage/Procurement to focus on Market Engagement ; the detail and findings of which are outlined in Section 2.5.
January – March 2022	Children's Commissioning developed a Generic Support specification specific to children & young people, alongside an associated pricing schedule, following approval at CMT and P&C JCB. This was implemented to avoid Home & Community Support for children & young people being procured solely from the Complex Support specification. The contract variation has been issued to implement this generic specification.
March-April 2022	CMT approved opening the existing shared Home & Community Support DPS specifically for children & young people; as part of short-term measure to increase capacity. CMT also endorsed the development of a Home & Community Support DPS specifically for children & young people; as part of the long-term measures to increase capacity.
April-June 2022	Opening the DPS was completed prior to the Summer, following by due diligence processes; this resulted in 9 new providers on the DPS in a position to provide Home & Community Support to children & young people.
July – September 2022	The following steps were completed, as advised by CMT in March-April 2022 before proceeding to seek approval from P&C JCB to formally approve the development of a Home & Community Support DPS specifically for children & young people. <ul style="list-style-type: none"> ▫ Further market engagement, ascertaining interest in a children/young people specific DPS and focusing on the feasibility and attractiveness of block contract options alongside this. ▫ Primary consultation with parent carers to inform the shape of the commissioning arrangements, and specifications therein. ▫ Continue working with Adults Commissioning to ensure consideration is made regarding the strategic direction and commissioning intentions within the adult market. <p>Throughout these stages, Children's Commissioning have liaised with contacts within other Local Authorities; to inform the approach taken within Cambridgeshire and Peterborough. An overview of these findings can be found in Appendix 2.</p>

DATE

(1) PETERBOROUGH CITY COUNCIL

(2) CAMBRIDGESHIRE COUNTY COUNCIL

INTER AUTHORITY AGREEMENT

RELATING TO THE JOINT WORKING ARRANGEMENTS FOR THE

**PROCUREMENT OF HOME & COMMUNITY SUPPORT FOR CHILDREN & YOUNG PEOPLE IN
PETERBOROUGH AND CAMBRIDGESHIRE**

THIS AGREEMENT is dated the

day of

202

BETWEEN:

- (1) **PETERBOROUGH CITY COUNCIL** of Sand Martin House, Bittern Way, Fletton Quays, Peterborough PE2 8TY ("Lead Authority"); and
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall, Emery Crescent, Enterprise Campus, Weald, Huntingdon, PE28 4YE ("CCC").

each a "Partner" and together referred to as "the Partners".

WHEREAS:

- (A) The Partners have agreed to work together in order to procure the service. The procurement will consist of five Block Contracts and a Pseudo DPS Agreement.
- (B) The Lead Authority, in its capacity as the lead authority and host, will enter into a Pseudo DPS Agreement with the Providers on behalf of itself and CCC.
- (C) The Lead Authority, will lead on the procurement for the Block Contracts and each Partner will enter into the Block Contract with the successful bidder.
- (D) This Agreement sets out the basis on which the Lead Authority will manage the DPS Agreement on behalf of itself and CCC. Subject to clause 4.1, if necessary, the Partners individually, directly and or independently from the other Partners may enter into Call Off Contracts with the preferred Providers.
- (E) Save as provided for in this Agreement, the Partners agree that their individual obligations under the terms of this Agreement will be fulfilled by their own staff and that these arrangements will not involve the co-location of or the provision of staff by one Partner to another.
- (F) The Partners agree to collaborate, work together in good faith and use reasonable endeavours to deliver the Project and achieve the Project. The Project may be revised or updated by the Partners through the Joint Project Board. Where applicable, the Partners will agree any joint working principles or procedures to facilitate the provisions of this Agreement and the achievement of the Project.
- (G) The schedules to this Agreement form part of this Agreement.

1. DEFINITIONS

In this Agreement, except where a different interpretation is clear from, or necessary in the context, the terms below shall have the following meanings:

Agreement	this document including the Schedules.
Block Contract	a contract (being one of five) between a Provider and a Partner for the provision of Services between the period of three years, between 1 st November 2023 to 31 st October 2026, inclusive with an option to extend up to two years. There will be three Block Contracts between Peterborough City Council and the successful bidders and two Block

	Contracts between Cambridgeshire County Council and the successful bidders
Call Off Contract	the contract between a Provider and a Partner for the provision of the Services.
Chairperson	the representative elected from time to time by the Partners to act as chairperson in accordance with Schedule 1 (Terms of Reference).
Commissioning Officer	the officer appointed under clause 7.
Commencement Date	the date on which the Services commence under the DPS Agreement and the Block Contract.
DPA	the Data Protection Act 2018.
DPS Agreement	the agreement for the provision of Services which will be entered into with the Lead Authority, and the Providers, that will enable the Partners separately and or jointly to enter into a Call Off Contract. The Term of the DPS Agreement will be for a period of five years, with the option to extend for up to a further five years, commencing on the 1 st November 2023
“Data Protection Brexit Regulations”	shall mean the Data Protection Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019 (SI 2019/419) made under section 8 of the European Withdrawal Act 2018 (EUWA) as amended by the Data Protection Privacy and Electronic (Amendments etc)(EU Exit) Regulations 2020 (SI 2020/1586).
“Data Protection Legislation”	shall mean all applicable data protection and privacy Laws in force from time to time (including the UK GDPR, the 2018 Act and the Data Protection Brexit Regulations and the EU GDPR) and any relevant national and international implementing Laws and regulatory requirements, as all such may be amended from time to time, to which the Council and/or the Provider are subject, relating to the use of personal data and any related guidance or codes of practice issued from time to time by the Information Commissioner.
EIR	the Environmental Information Regulations 2004.
Exempt Information	has the same meaning as ‘exempt information’ in the FOIA.
FOIA	the Freedom of Information Act 2000.
GDPR	the General Data Protection Regulations.
Intellectual Property Rights	any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto.

Joint Board	Project	the group assembled and responsible for oversight of the monitoring and strategic input into the Project and the management of the Services.
Joint Principles	Working	is as defined in clause 2 of this Agreement.
"Law"		means any legal provision the Partners must comply with including any law, statute, and/or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or legal requirements (including of any regulatory body), in force from time to time.
Lead Authority		Peterborough City Council, who will be the lead authority and will have the lead role in the Project and the operational management of the DPS Agreement.
Project		working towards and ultimately the establishment of a DPS Agreement and Block Contracts to provide the Services for the Partners and the establishment of the Joint Project Board on the terms as set out in this Agreement.
Provider		the successful bidder awarded either a Block Contract or a place on the DPS to provide the Services.
Records		all data and all files, records, documents, notebooks, accounts, statistics, surveys, and specifications, (howsoever stored) which are held and/or used by the Partners prior to the Commencement Date in connection with the commissioning of the Services.
Senior Manager		the person appointed by each Partner to represent that Partner in relation to that Partner's requirements in respect of the commissioning of the Services and who shall also be a member of the Joint Project Board.
Services		Home & Community Support For Children & Young People In Peterborough And Cambridgeshire. The Services will be for generic home support, complex home support, generic community support and complex community support. The DPS Agreement will also have a Lot for high level family support Service.
Term		the term of this Agreement commencing on the Commencement Date to the expiry or termination of the Block Contract or DPS Agreement (whichever is the longer) unless terminated early pursuant to clause 20 or extended in accordance with clause 9.
Terms of Reference	of	the terms of reference of the Joint Project Board set out in Schedule 1, as may be varied from time to time by the Partners.
"UK GDPR" / "United Kingdom General Data Protection Regulation"	Data	Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended

	by the Data Protection Brexit Regulations and defined in the Data Protection Legislation.
Working Day	a calendar day but excluding Saturdays, Sundays and bank holidays.

1.2 In this Agreement unless the context requires otherwise:

- 1.2.1 words importing the singular shall include the plural and vice versa;
- 1.2.2 words importing any particular gender shall include all other genders;
- 1.2.3 references to persons shall include bodies of persons whether corporate or incorporate;
- 1.2.4 words importing the whole shall be treated as including a reference to any part of the whole;
- 1.2.5 any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended or replaced, (whether before or after the date of this Agreement), and including all subordinate legislation made under it;
- 1.2.6 references in this Agreement to any clauses and appendices are to the clauses and appendices to this Agreement except where otherwise expressly stated; and
- 1.2.7 headings are used in this Agreement for the convenience of the Partners only and shall not be incorporated into this Agreement nor deemed to be any indication of the meaning of the clauses or appendices to which they relate.

1.3 If there is any conflict between any provision in the main body of this Agreement and any provision in the appendices, the provision in the main body will prevail.

2. PARTNERSHIP WORKING

2.1 The Partners have agreed to work in partnership and enter into this Agreement in order to jointly ensure good management of the DPS Agreement and Block Contracts and establish the terms of collaboration between the Partners, with the aim of achieving best value in the provision of the Services and with the intention of improving health and social benefits for the residents of Cambridgeshire and Peterborough.

2.2 In performing their respective obligations under this Agreement, the Partners agree to adopt the following Joint Working Principles:

- 2.2.1 at all times act in good faith towards each other;
- 2.2.2 act in a timely manner;
- 2.2.3 adopt an approach to identifying and resolving issues together;
- 2.2.4 to share information and best practice, and work collaboratively to collaboratively identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

- 2.2.5 at all times, observe relevant statutory powers, requirements and best practice to ensure compliance with applicable Laws and standards including those governing procurement, Data Protection Legislation and FOIA; and
 - 2.2.6 to manage the procurement and Services through the Joint Project Board, so that all decisions in relation to the Services provision are centrally managed and agreed by the Joint Project Board on behalf of the Partners;
 - 2.2.7 to inform each other and report to the Joint Project Board details of any actual/potential service requirements through the Call Off processes and/or concerns regarding the strategic management and operation of the DPS Agreement;
 - 2.2.8 discuss and develop ideas openly, seeking to contribute to the overall success of the Project;
 - 2.2.9 without prejudice to the rights of a Partner to be indemnified by the other Partner as set out expressly elsewhere in the Agreement, take reasonable steps to mitigate any losses arising from any failure of the other Partner under this Agreement; and
 - 2.2.10 adhere to the requirements and obligations in this Agreement.
- 2.3 This Agreement does not affect the Partners' constitutions or delegations and for the avoidance of doubt the Joint Project Board is not a decision making board.
- 2.4 The Partners intend this Agreement to be legally binding and the mutual commitments between them created by this Agreement shall be construed accordingly.

3. GOVERNANCE ARRANGEMENTS

- 3.1 The Partners shall establish the Joint Project Board and shall ensure that it remains constituted and operates as provided for in this Agreement.
- 3.2 The constitution, membership and Terms of Reference of the Joint Project Board shall be as set out in Schedule 1.
- 3.3 Each Partner shall take the steps that are necessary or expedient to secure the achievement of the Project, subject always to each Partner's internal governance requirements. Each Partner confirms that it has obtained all necessary consents to authorise the delegation of the decisions contemplated by the Project and this Agreement.

4. ARRANGEMENTS

- 4.1 As from the Commencement Date and throughout the Term, the Lead Authority will have the lead role in procuring and managing the DPS Agreement with the Provider(s) and procuring the Block Contracts in accordance with the Public Contract Regulations 2015. The Lead Authority will enter into a DPS Agreement with the Providers on behalf of itself, with the ability for CCC to call off from the DPS, on terms agreed by all of the Partners to this Agreement. If necessary, the Partners individually, directly and or independently from the other Partner may enter into Call Off Contracts with the preferred Provider(s). The Partners may also elect to enter into Call Off Contract(s) for itself and on behalf of each other, provided the respective Partners enter into relevant delegated and/or funding agreements as necessary.
- 4.2 Each Partner shall:
 - 4.2.1 use reasonable care and skill in performing those obligations;

4.2.2 use employees or agents in performing the obligations who are suitably qualified and experienced; and

4.2.5 act collaboratively in the planning, securing and monitoring of the Service, the Block Contracts, and in particular, with respect to the DPS Agreement and any subsequent Call-Off Contract, to:

(i) plan services to meet the social care and health needs of the local population in accordance with the Partners' respective commissioning intentions and ambitions;

(ii) agree the range of Services, and procure and negotiate the Block Contracts and the DPS Agreement;

(iii) manage the DPS Agreement, including in respect of quality standards, observance of service specifications, and monitoring of activity and finance, so as to obtain best performance, quality and value from the Services by assessing quality and outcomes (including effectiveness, service user experience and safety).

4.3 Each Partner shall, subject to compliance with the Data Protection Legislation and the FOIA and any other duty of confidentiality howsoever arising, afford to each other such access to its Records or any aspect of them which is reasonably necessary to facilitate the effective operation and management of the Services, the Block Contracts, the DPS Agreement, any Call-Off Contract and terms of this Agreement.

5. TUPE

Saved as set out in this Agreement, the Partners agree that their individual obligations under the terms of this Agreement will be fulfilled by their own staff and that these arrangements will not involve the provision by one Partner to another of any staff nor the co-location of any staff. Accordingly, the Partners do not consider that TUPE applies.

6. FINANCIAL ARRANGEMENTS

Details of each Partner's contribution towards the cost of procuring and managing the Services are set out in Schedule 2 (Financial management arrangements and allocation of costs).

7. ROLES

7.1 The Commissioning Officer shall be the officer of the Lead Authority and notified to the Joint Project Board in writing. The Lead Authority shall ensure that at all times an officer is appointed to undertake the role of the Commissioning Officer who shall be responsible for:

7.1.1 keeping proper records in relation to the provision of the Services which shall be open to other officers of the Partners, at any reasonable time for their inspection, together with all invoices, receipts and documents relating thereto; and

7.1.2 submitting to the Joint Project Board quarterly reports and an annual return in relation to the income and expenditure received from or incurred in respect of the provision of the Services.

- 7.2 Each Partner shall appoint an individual who shall fulfil the role of Senior Manager and notify the Partners in writing of that individual within fourteen (14) days of the completion of this Agreement. Each Partner shall ensure that at all times an officer is appointed to undertake the role of Senior Manager for and on behalf of that Partner.
- 7.3 The Senior Manager will be the point of contact for the relevant Partner in relation to that Partner's requirements in respect of the commissioning of the Services and shall be authorised to make related decisions on behalf of the Partner appointing them.
- 7.4 The Senior Managers shall be members of the Joint Project Board.
- 7.5 The Partners shall undertake the roles as detailed in Schedule 1.

8. PROBLEM SOLVING AND DISPUTE AVOIDANCE OR RESOLUTION

- 8.1 If any Partner has any issues, concerns or disputes about the Agreement, the Block Contracts, and or the DPS Agreement, the Provider or any matter in relation to the Services, that Partner shall notify their representative on the Joint Project Board promptly in writing and the Senior Managers shall meet within ten (10) Working Days of the notice, (or such other period as agreed), in order to resolve the issues, concerns or disputes. The Senior Managers may invite the Provider to attend this/other related meetings to assist with identifying and implementing a resolution.
- 8.2 If the aforesaid issues, concerns or disputes cannot be resolved within ten (10) Working Days of the meeting of the Senior Managers, (or such other period as may be agreed), the matter shall be escalated to the Joint Project Board. If the matter cannot be resolved at that level, the Partners shall have recourse to the respective Chief Executives and organisational escalation protocols.
- 8.3 Nothing in this clause 8 shall prevent the Partners making an interim application to the Court, subject to notifying the Joint Project Board immediately of the intention to do so.
- 8.4 If a Partner contends that there is a basis for pursuing legal action against a Provider, the Partner contending that, (the "Contending Partner"), will notify the other Partners and will request a meeting of the Joint Project Board as soon as possible or, in the case of emergency, notify the Joint Project Board members in writing and the Lead Authority's Monitoring Officer together with the Head of Legal Services of the respective Partners shall take such actions as they deem necessary to protect the interests of all the Partners. All Partners shall take on board the recommendations and advice provided by the Joint Project Board but the conduct and liabilities of any resulting action will rest with the Contending Partner.
- 8.5 If any third party makes a claim, or notifies an intention to make a claim, against a Partner to a Call Off Contract in connection with or arising from the Services which may reasonably be considered likely to give rise to a liability, the relevant Partner shall:
- 8.5.1 as soon as reasonably practicable, give written notice of the claim, (or potential claim), to the other Partner;
 - 8.5.2 not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Monitoring Officer at the Lead Authority and the Head of Legal Services for the respective Partners;
 - 8.5.3 allow the other Partner and their professional advisers access to its premises, staff and any relevant assets, accounts, documents and records within their power or control, so as to enable the Partners and their professional advisers to examine them

and to take copies (at the requesting Partner's expense), for the purpose of assessing the claim;

8.5.3 seek to settle the claim where the failure to do so is likely to be materially prejudicial, provided that the Contending Partner approves the settlement.

8.6 Subject to the Joint Project Board, or the Partners' respective persons with appropriate delegations if applicable, approving the course of action, the Partner who is the subject of the claim shall indemnify and keep indemnified the other Partners against any claim, liability, costs, expenses, damages or losses which may be incurred as a result of such a claim, (or proposed claim), made against it, save where the claim arises as a result of a breach of contract, negligence, wilful default or fraud of that other Partner's or its employees. In the event that there is no agreement of the Joint Project Board as to the proportion of each Partner's contribution to any claim, liability, costs, expenses, damages or losses which may be incurred, the Partners will in the first instance, look to resolve any disagreement in line with the Dispute Resolution Procedures.

9. TERM

9.1 The Agreement shall commence on the Commencement Date and shall continue for the Term and may be extended by written agreement of the Partners.

9.2 Any extension will be for the minimum period required to cover the remaining term of any existing DPS Agreement and or Block Contract.

9.3 Subject to any extension, the Agreement shall expire automatically on the expiry or termination of the DPS Agreement or the Block Contract, whichever is the longer.

10. VARIATION

This Agreement may only be varied by written agreement signed on behalf of all the Partners.

11. STATUS

Nothing in this Agreement is intended to, or shall be deemed to, constitute any Partner as exercising rights over the other under the Partnership Act 1890, nor authorise either Partner to make or enter into any commitments for or on its behalf save as expressly set out in this Agreement.

12. INTELLECTUAL PROPERTY

12.1 Each Partner shall retain all Intellectual Property in its Records.

12.2 Any Intellectual Property Rights created in the furtherance of this Agreement shall vest in the Partners jointly in equal shares. This shall include but is not limited to processes, procedures, methodology and manuals.

12.3 For the avoidance of doubt, any Intellectual Property Rights in reports and documents created by or produced for a Partner in relation to this Agreement shall vest in the Partner who created the report or document or in the Partner for whom the report or document has been produced.

12.4 Nothing in this Clause 12 shall operate to prevent or make difficult the sharing of good practice between the Partners.

12.5 Each Partner grants to the other a non-exclusive, irrevocable, royalty free, non-transferable and perpetual licence to use, modify, amend and develop its Records for the purposes of this Agreement and the Services.

12.7 Each Partner shall immediately give written notice to the other of any actual, threatened or suspected infringement of any Intellectual Property Rights that it becomes aware of.

13. NOTICES

13.1 Any notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered by hand, or sent by pre-paid first class post to the recipient at the address stated above or by email to the recipient.

13.2 Any such demand, notice or communication shall be deemed to have been duly served:

13.2.1 if delivered by hand - at the time of delivery;

13.2.2 if sent by pre-paid first class post - two Working Days from the date of being posted;
or

13.2.3 if sent by email - on the day of transmission if sent by 4pm on the Working Day the email is sent, otherwise 9am on the following Working Day.

14. FREEDOM OF INFORMATION

The Partners acknowledge that they are subject to the provisions of the FOIA 2000 and the Environmental Information Regulations 2004 and each Partner shall use all reasonable endeavours to assist and cooperate with each other, (at its own expense) to enable the other Partner to comply with its information disclosure obligations.

15. INFORMATION AND CONFIDENTIALITY

15.1 Subject to Clause 14 above each Partner shall keep confidential all matters relating to this Agreement which are marked as confidential or intended to be confidential or which the receiving Partner should reasonably consider to be confidential given its nature.

15.2 Clause 15.1 shall not apply to any:

15.2.1 disclosure to a Partner's employees or agents who need to know the information for the performance of their obligations under this Agreement;

15.2.2 matter which a Partner can demonstrate is already generally available and in the public domain;

15.2.3 disclosure which is required by any applicable Law;

15.2.4 disclosure of information which is already lawfully in the possession of the receiving Partner;

15.2.5 disclosure to a department, office or agency of the Government;

15.2.6 disclosure for the purpose of the examination and certification of a Partner's accounts.

15.2.7 information which the disclosing Partner agrees in writing is not confidential and/or may be disclosed.

15.3 Neither Partner shall use any information received from the other within its own organisation except to the extent necessary for the implementation of the Services or with the written consent of the other Partner.

15.4 Neither Partner shall make any public statement or issue any press release or publish any other document relating, connected with or arising out of this Agreement and/or the DPS Agreement and/or the Block Contract(s) without the other Partner's written consent.

16 DATA PROTECTION

16.1 The Partners to this Agreement will comply with all applicable requirements and obligations of the Data Protection Legislation.

16.2 This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.3 The Partners acknowledge their respective duties under the Data Protection Legislation and shall give all assistance to each other where appropriate or necessary to comply with such duties.

16.4 The Partners agree that personal data shall only be disclosed where to do so is permitted under the Data Protection Legislation and where such disclosure complies with the Law.

16.5 To the extent that any Partner acts as a Processor on behalf of another Partner ("**Instructing Party**"), it shall:

16.5.1 only process such personal data as is necessary for the purposes of this Agreement, and only in accordance with any lawful instruction given by the Instructing Party;

16.5.2 put in place appropriate protective, technical and organisational measures against any unauthorised or unlawful processing of such personal data, and against the accidental loss or destruction of or damage to such personal data, having regard to the state of technical development and the level of damages that may be suffered by a data subject whose personal data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

16.5.3 if any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or to any Partner's compliance with the Data Protection Legislation and the data protection principles set out in the Data Protection Legislation, arising from or in connection to this Agreement, immediately notify the other Partners and provide them with full cooperation and assistance in relation to any such complaint, notice or communication;

16.5.4 not transfer the personal data outside the United Kingdom without the prior written consent of the Instructing Party and the following conditions have been fulfilled:

16.5.4.1 either the proposed transfer is based on adequacy regulations or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation, including in particular the UK GDPR Articles 44 -47 and sections 17A to 17C of the 2018 Act, or in relation to Law enforcement, sections 73, 74A, 74B and 75 of the 2018 Act), or one of the derogations in Article 49 of the UK GDPR applies, as determined by the Instructing Party;

16.5.4.2 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data

- that is transferred (or, if it is not so bound, uses its best endeavours to assist the Instructing Party in meeting its obligations); and
- 16.5.4.3 the Processor complies with any reasonable instructions notified to it in advance by the Instructing Party with respect to any such proposed transfer of the personal data;
 - 16.5.5 not disclose any personal data to a third party without the prior written consent of the Instructing Party;
 - 16.5.6 ensure it does not knowingly or negligently do or omit to do anything which places the other Partners in breach of its obligations under the Data Protection Legislation; and
 - 16.5.7 ensure that access to the personal data is limited to such employees, agents or servants who need access to give effect to this Agreement and take reasonable steps to ensure the reliability of such employees, agents or servants who will have access to such personal data, and ensure that such employees, agents or servants are aware of and trained in the policies and procedures for handling data under the Data Protection Legislation.
- 16.6 The Partners shall ensure that personal data is safeguarded at all times in accordance with the Data Protection Legislation.
- 16.7 The Processor shall allow for audits of its processing activities by the Instructing Party or their designated auditor upon reasonable notice by the Instructing Party and in any event no later than 10 (ten) Working Days after being requested by the Instructing Party to do so.
- 16.8 The Processor shall designate a data protection officer if required by the Data Protection Legislation. If no data protection officer is required by the Data Protection Legislation, the Processor shall, upon signature hereof by the Partners, provide the name, office, contact address, email address and telephone number of a duly authorised officer, who shall act as the Processor's representative and contact in relation to all Data Protection Legislation matters arising in relation to this Agreement.
- 16.9 The Processor shall not engage a Sub-processor to process any personal data, without first obtaining the prior written authorisation of the Instructing Party. If the Processor wishes to engage such Sub-processor it must first:
- 16.9.1 notify the Instructing Party in writing of the intended Sub-processor and processing;
 - 16.9.2 provide the Instructing Party with such information regarding the Sub-processor as the Instructing Party may reasonably require; and
 - 16.9.3 obtain the prior written consent of the Instructing Party.
- 16.10 In the event that such Sub-processor intends to process any personal data in the European Union), entering into a binding written agreement with such Sub-processor (to be pre-approved by the Instructing Party) in which the Sub-processor agrees to adopt the Standard Contractual Clauses (using the applicable Module) in order to ensure the continued access by the Instructing Party and the Processor to the personal data in the event that the European Union Commission revokes its [two] adequacy decision[s] of the 28th June 2021 for transfers of personal data to the United Kingdom, under the General Data Protection Regulation (GDPR) and the Law Enforcement Directive (LED) respectively.
- 16.11 If, and subject to, the Instructing Party giving its prior written authorisation to the appointment of such Sub-processor, the Processor shall enter into a binding written agreement with the

Sub-processor which gives effect to the terms set out in this clause 16 (and the related definitions as they are set out in this Agreement) and the personal data Instructions such that they apply to the Sub-processor (as a processor) and will not allow the Sub-processor to process any personal data before it has done so.

- 16.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 16.13 The Instructing Party may elect, at any time (on not less than 30 (thirty) Working Days' notice), to revise the provisions of this clause 16 (and relevant related Definitions) by replacing it with any applicable controller to processor standard clauses adopted by the Information Commissioner under Article 28 of the UK GDPR or similar terms forming part of an applicable certification scheme, referred to in the Data Protection Legislation and upon receiving any such notice, the Processor agrees that it shall accept and be bound by the same.
- 16.14 The Partners agree to take account of any guidance issued by the Information Commissioners Office. The Partners may on not less than 30 (thirty) Business Days' notice to the other amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioners Office.
- 16.15 The provisions of this clause 16 shall apply notwithstanding any other term of this Agreement in relation to the processing of personal data and in the event of any conflict between the terms of this clause 16 and the remaining terms of this Agreement in relation to the processing of personal data, the terms of this clause 16 shall prevail.
- 16.16 A breach of clause 16 by either Partner shall be deemed to be a material breach for the purposes of clause 20.1.1.

17 SEVERANCE

- 17.1 If at any time any clause or part of a clause is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:
 - 17.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;
 - 17.1.2 the Partners shall in good faith amend the Agreement in writing to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision; and
 - 17.1.3 if the Partners cannot agree upon the terms of any amendment within six months of the date upon which a clause was determined to be illegal, invalid or unenforceable, the dispute will be determined in accordance with the dispute resolution procedures (clause 8).

18 SUCCESSORS AND ASSIGNS

Neither Partner may assign, transfer, charge, dispose of or otherwise deal in any manner with any or all of its rights and liabilities under this Agreement without the prior written consent of the other Partner, such consent not to be unreasonably withheld or delayed. It is envisaged that it would be reasonable to provide consent where a Partner delegates its function to another body or either amalgamates with a other public body to form a larger organisation or wider public and health authority.

19 REVIEW PROCESS AND VARIATIONS TO DPS AGREEMENT

- 19.1 The Lead Authority in consultation with the Joint Project Board shall consider, develop, update and amend (as appropriate), the process for reviewing the Provider's performance in line with the DPS Agreement.
- 19.2 Any amendment or update of the review process shall require the agreement of the Partners.
- 19.3 No change may be made to the DPS Agreement without the agreement of the Partners.
- 19.4 In agreeing any changes to the DPS Agreement, the Partners agree that the cost of providing the Services must be in compliance with each Partner's constitutional requirements and any applicable terms of the Joint Project Board.

20 TERMINATION AND CONSEQUENCES

Termination for Breach

- 20.1 The Partners may terminate this Agreement (in whole or part) with immediate effect by the service of written notice on the breaching Partner in the following circumstances:
 - 20.1.1 If a Partner commits any material breach of any term of this Agreement which is irremediable or if such breach is capable of remedy, the Partner not in breach shall first seek to resolve the matter through discussion at the Joint Project Board.
 - 20.1.2 If the Partners are not able to resolve the matter at Joint Project Board level, the Partner alleging the breach shall be entitled to serve a notice ("Notice to Remedy"), which shall set out the breach(es), the actions required to remedy the breach(es), and the timescales by which the remedial actions must be undertaken ("Compliance Date").
 - 20.1.3 Failure to comply with a Notice to Remedy shall entitle the Partner that served the Notice to Remedy to terminate the involvement of the Partner in breach from the day following the latest Compliance Date, without prejudice to any of its rights or remedies under this Agreement.
 - 20.1.4 In the event that a Partner's involvement in this Agreement is terminated pursuant to clause 20.1.3, it shall fully indemnify the other Partner in respect of all direct and indirect losses that the other Partner incurs under the DPS Agreement.
 - 20.1.5 In the event that a Partner's involvement is terminated pursuant to clause 20.1.3, it shall be liable for its proportion of debts and liabilities arising out of or in connection with this Agreement. The proportions shall mirror those set out in Schedule 2 (Financial management arrangements and allocation of costs).
 - 20.1.6 Without prejudice to clause 21, in the event that a Partner's involvement is terminated pursuant to clause 20.1.3, it shall remain liable after the date its involvement terminated for any debt or liability in respect of any negligent or wrongful act or omission arising from its actions or that of its servants or agents and it shall keep the remaining Partner indemnified from and against all debts and liabilities and all actions proceedings costs claims and demands in that respect.

- 20.2 For the purposes of clause 20.1.1 material breach means a breach (including an anticipatory breach):
- 20.2.1 that is serious in the widest sense of having a serious effect on the benefit which a Partner would otherwise derive from a substantial portion of this Agreement; or
- 20.2.2 which is expressly stated to amount to a material breach within this Agreement,
- and in deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

Termination of the DPS Agreement and Agreement before the expiry of the Term

- 20.3 Should one of the Partners wish to exit from this Agreement prior to the expiry of the term of the DPS Agreement, it shall consult with the other and convene a meeting of the Joint Project Board without delay to discuss its reasons for wishing to terminate, its effect on the other Partners and to agree a plan as to the way forward. The Partner wishing to withdraw shall provide notice of not less than 12 months of its intention to withdraw.
- 20.4 In the event that a Partner wishes to withdraw from this Agreement pursuant to clause 20.3, it shall fully indemnify the other Partner in respect of all direct and indirect losses that the other Partner incurs under the DPS Agreement.
- 20.5 In the event that a Partner's involvement in this Agreement ceases pursuant to clause 20.3, it shall be liable for its proportion of debts and liabilities arising out of or in connection with this Agreement. The debts and liabilities shall be calculated on a proportionate basis, based on the provisions as set out in Schedule 2 (Financial management arrangements and allocation of costs).
- 20.6 Without prejudice to clause 21, in the event that a Partner's involvement in this Agreement is terminated pursuant to clause 20.3, it shall remain liable after the date its involvement ceases for any debt or liability in respect of any negligent or wrongful act or omission arising from its actions or that of its servants or agents and it shall keep the remaining Partner indemnified from and against all debts, liabilities, actions, proceedings, costs, claims and demands in this respect.
- 20.7 In the event that the Partners decide to terminate this Agreement on early termination of the DPS Agreement, the Partners shall agree a plan which makes provision for the disaggregation of the joint working arrangements to ensure that this process occurs as smoothly as possible.

Expiry

- 20.8 The Joint Project Board shall meet twenty (24) months before the DPS Agreement is due to expire in order to agree a plan for the future commissioning of the Services and whether this Agreement shall continue in force or terminate.
- 20.9 In the event the Partners agree not to extend this Agreement on expiry of the DPS Agreement, the provisions for the disaggregation of the joint working arrangements set out in clause 20.3.7 shall apply.

20.10 Termination or expiry of this Agreement shall be without prejudice to the rights and remedies the Partners accrued before such termination or expiration and nothing in this Agreement shall prejudice the right of any Partner to recover any amount outstanding at the date of such termination or expiry.

21. LIABILITY AND INDEMNITY

21.1 Each Partner shall be liable to the other Partner for and shall fully and promptly indemnify the other Partner against all direct losses whatsoever and howsoever arising out of or in connection with:

21.1.1 its failure to comply with its obligations under this Agreement, the Block Contracts or the DPS Agreement which seriously impacts on the provision of the Services to the other Partner;

21.1.2 any serious breach of the provisions of this Agreement arising as a result of that Partner's acts and/or omissions;

21.1.3 any negligent, other tortious or fraudulent act or omission of, or breach of statutory duty by that Partner or any of its agents, subcontractors or employees,

subject to clause 21.2 below, a Partner's total liability to the other whether in tort (including without limitation for breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise shall be limited in respect of each individual incident or event to the amounts specified in clause 23.

21.2 Nothing in this Agreement excludes a Partner's liability for:

21.2.1 death or personal injury caused by its negligence;

21.2.2 fraud or fraudulent misrepresentation; or

21.2.3 any act, omission or liability which may not be limited or excluded by Law.

21.3 The Partners shall indemnify each other in respect of any breach or non-observance of the Agreement and such indemnity shall include liability for all direct losses resulting from any breach or non-observance of any obligations in the Agreement. Such direct losses shall include (but are not limited to) all costs, charges or fees in connection with continuing the Service and the Partners will take all reasonable measures to mitigate losses.

22. WITHDRAWAL DURING THE TERM

22.1 Each Partner acknowledges that its withdrawal from the Project (for whatever reason) will result in the remaining Partner incurring costs and expense. These additional costs include but are not limited to, the costs of undertaking a changed or re-procurement of the DPS Agreement, the opportunity costs resulting from any consequential delay in the services commencement date, loss of economies of scale and loss of savings from sharing infrastructure.

22.2 In view of the above, the Partners shall:

22.2.1 indemnify each other against all additional costs that may arise or be incurred as a consequence of the withdrawal;

- 22.2.2 indemnify each other against any damage or damages, expenses, liability or costs reasonably incurred by the remaining Partner in contesting any claim resulting from or attributable to the withdrawal.
- 22.3 In the event of a withdrawal, the withdrawing Partner shall not be entitled to recover any contributions previously made by it in respect of the procurement or management of the DPS Agreement, which have been expended or allocated for expenditure as at the date of withdrawal.
- 22.4 Where either Partner withdraws from the Project:
 - 22.4.1 its obligations in relation to the delivery and governance of the Project shall cease forthwith;
 - 22.4.2 any financial liabilities which have arisen or may arise out of the performance of this Agreement as at the date of the withdrawal shall remain in force;
 - 22.4.3 its liability under this clause 22 shall remain in full force;
 - 22.4.4 the dispute resolution procedure, (Clause 8), shall remain in force in respect of any other matter arising from the performance or withdrawal of a Partner; and
 - 22.4.5 in the event a Provider has been procured prior to the withdrawal, the Joint Project Board shall meet to discuss the implications of the withdrawal in respect of service delivery for the withdrawing Partner thereafter, e.g. the period over which the withdrawing Partner may be entitled to continue receiving the Services post-withdrawal.

23. INSURANCE

- 23.1 Each Partner shall throughout the Term maintain such insurances as are necessary to cover any liability, which may be incurred by that Partner in relation to its obligations under this Agreement including:
 - 23.1.1 public liability insurance with a minimum limit of indemnity of ten million pounds (£10,000,000) in respect of any one act or occurrence, or series of connected acts or occurrences in any one year unlimited in aggregate;
 - 23.1.2 employer's liability insurance to comply with all statutory requirements with a minimum limit of indemnity of ten million pounds (£10,000,000) in respect of any one act or occurrence, or series of connected acts or occurrences in any one year;
 - 23.1.3 professional indemnity insurance with the minimum liability of one million pounds (£1,000,000) in respect of any one act or occurrence, or series of connected acts or occurrences in any one year limited in aggregate.

24. CONTRACTS (RIGHT OF THIRD PARTNERS) ACT 1999

Nothing in this Agreement is intended to confer or purport to confer on any third Partner any benefit or the right to enforce any term of this Agreement. This clause does not affect any right or remedy available to a person apart from the Contracts (Rights of Third Parties) Act 1999.

25. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Partners relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Partners.

26. CONTINUING OBLIGATIONS

Save as may be expressly provided otherwise, termination or expiry of this Agreement shall not affect the continuing rights and obligations of a Partner under any provision which is expressed to survive termination or expiry or which is required to give effect to such termination or the consequences of termination.

27. MITIGATION

Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss in respect of which it is entitled to bring a claim against the other Partner pursuant to this Agreement.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29. STATUORY DUTIES OF THE PARTNERS

Nothing in the Agreement shall in any way restrict, prohibit or prevent any Partner from complying with any of its statutory obligations and no Partner shall be deemed to be in breach of any of its obligation under this Agreement where it demonstrated that it was acting in order to comply with any statutory obligation.

30. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law and, each Partner agrees to submit to the exclusive jurisdiction of the courts of England.

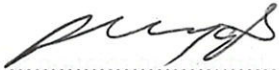
Signed by PETERBOROUGH CITY COUNCIL



.....
Authorised Signatory

ISRAR AHMED
Print Name

Signed by CAMBRIDGESHIRE COUNTY COUNCIL



.....
Authorised Signatory

P. WARREN-HIGGS
.....
Print Name

SCHEDULE 1

JOINT PROJECT BOARD TERMS OF REFERENCE

1. Purpose

The primary intention of the Pseudo DPS and Block Contracts is to support the commissioning of services, maximising opportunities for innovative service development through increased co-design with the market and a more joined up and integrated approach to commissioning.

The purpose of the Joint Project Board is to maintain oversight of the effective and appropriate commissioning of services through the DPS and Block Contract by:

- Delivering a robust and lawful procurement process to enable quality-assured providers entry onto the DPS jointly by the Partners and or individually and awarding the Block Contract
- Reviewing the provider market across all DPS Lots to ensure there is an appropriate number and mix of providers within each of the delivery areas
- Approving appropriate services to be called off by the Partner jointly and or individually under the DPS
- Ensuring the DPS and Block Contracts meets the strategic intentions, of the Partners, in relation to home and community support services for children and young people
- Developing and maintaining the processes which govern the DPS on behalf of the Partners
- Ensuring the terms of the Inter Authority Agreement are adhered to by both Partners

2. Key Objectives

- To engage with the market in a collaborative way encouraging both large and small organisations to contribute to the shaping and development of services
- Agree the timeframe for re-opening of the DPS and evaluation of new providers applying to the DPS
- Encourage commissioners and providers to collaboratively deliver efficient and effective services which can be procured and monitored in a consistent way to ensure continuous improvement
- Develop a strategic approach to commissioning home and community support services for children and young people across the Partners aligned to the DPS
- Use best endeavours to reduce duplication and commissioning for local needs in line with procurement and commissioning best practice.
- Explore opportunities to jointly commission services with the Partners to reduce duplication and achieve care and health outcomes
- Undertake review and approval of call-off services under the DPS and Call Off Process

3. DPS Procurement Activity

3.1 In respect any procurement activity relating to the DPS and Block Contract the Partners shall undertake the following roles :

Activity	Lead Authority	CCC
Project Management	X	
Procurement	X	

Legal	X	
Finance	X	X
Communications	X	X
Joint DPS and Call Off Contract	X	X
Individually	X	X

3.2 For the purpose of the table above:

- (a) **Lead:** the Partner that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must consult with the other Partner in advance if they are identified as having a role to Assure the relevant activity;
- (b) **Assure:** the Partner that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Joint Working Principles.

3.3 The lead role for any aspect of the Project shall develop a delivery plan for that part of the Project which shall identify the following:

- the key milestones for the delivery the Key Objectives;
- what employees (other than employees identified in this Agreement) will be required to work on the Project;
- whether any employee will need to be seconded from one Partner to the other;
- what employee will require access to the premises of the other Partner.

Each delivery plan must be approved by the Joint Project Board prior to being implemented

4. Accountability

The Joint Project Board will be held accountable to:

- Peterborough City Council – Joint Commissioning Board
- Cambridgeshire County Council – Joint Commissioning Board

5. Reporting

The Joint Project Board meetings will be formally recorded, with minutes and actions sent to the Senior Managers of the respective Partner. At the start of any meeting, the attendees will decide and elect a Chairperson who will chair the meeting. The Chairperson will be responsible for circulating, for approval, the minutes and actions to the attendees and other relevant Partner officers before sending to the Senior Managers.

The following updates will be reported by the Joint Project Board:

- Providers assigned to each Lot and Block Contract
- Call-off services by Lot with details of value, start/end date and Commissioning Authority

- Planned call-off service requirements with details of value, start/end date and Commissioning Authority
- Details of planned re-opening of the DPS for new providers to apply

All reports to the above group will be agreed and signed off by the Joint Project Board prior to submission

6. Frequency

Meetings will be held as and when required.

SCHEDULE 2

FINANCIAL MANAGEMENT ARRANGEMENTS AND ALLOCATION OF COSTS

1.0 Financial Arrangements and Principles

1.1 Each Partner will bear its own costs in relation to this Agreement and the performance of its roles and responsibilities under or in connection with it.

1.2 Each Partner undertakes:

- i. To nominate a representative, with delegated authority to act on its behalf in relation to the DPS and the Services;
- ii. To provide all relevant information to each other as required to ensure the effective management and monitoring of the DPS;
- iii. On the 1st November 2024 and each subsequent year thereafter, throughout the Term of the DPS, each Partner must update the Lead Authority's Procurement team with a breakdown on spend on call offs for that year, to ensure the spend remains within the permitted threshold of the DPS.

1.3 The Partners are responsible to the Joint Project Board and as part of that control and responsibility the Joint Project Board shall work in the spirit of partnership to ensure that there is no financial disadvantage or loss to any of the Partners as a result of the Block Contract, DPS or resulting Call-Off Contracts. The Joint Project Board shall be responsible for assessing the respective Partners' risks; and where necessary to direct that any affected Partner(s) escalate the matter to their Senior Manager and in accordance with their organisational escalation protocols.

1.4 Where required the Partners shall support each other and in particular the Lead Authority in the management and monitoring of the DPS.

1.5 Each Partner further undertakes to carry out any additional roles and responsibilities assigned to it as agreed by the Partners and confirmed by the Joint Project Board to achieve the overarching objective of the Agreement.

1.6 The Lead Authority represents, undertakes and warrants that the procurement officer(s) for the Lead Authority is skilled and suitable for undertaking the duties in relation to the procurement of the Block Contract and DPS, any subsequent suppliers to be added to the DPS and the process for suppliers to respond to the Call-Off Contracts in line with the Invitation to Tender for the DPS and call for competition.

1.7 For this procurement process and any opportunity to reopen the DPS is at no charge to the Partners. Should this change in the future then there will be a requirement for the Partners to contribute to future costs (this being subject to formal agreement between the Partners). Any changes to condition will be discussed, agreed and formally set out in writing by the Partners in advance to any decision to impose future costs.

1.8 Any costs relating to clauses 20.1.5 and 20.5 of this Agreement will be calculated based on the total proportion of funding committed to the Block Contract and DPS budget from each Partner. The Partners' proportionate funding contributions are set out in the table below:

Description	CCC Investment (£) per annum	PCC Investment (£) per annum	Total Annual Value – First Year (£)	Total Contract Value (Entire Term) (£)
Home Care and Support Services Broken into Lots as follows:	£200,000	£350,000	£550,000	
1a Generic Home Care				
1b Complex Home Care				
2a Generic Community Support				
2b Complex Community Support				
3 High Level Family Support		£175,000	£175,000	
Total for DPS with anticipated uplifts for inflationary and demographic, over a term of 10 years)				£10,000,000
Block Contracts 3 years plus option to extend up to 2 years	£100,000	£150,000	£250,000	£1,250,000 if extended for up to 2 years

1.9 An essential part of this risk management duty of the Joint Project Board shall be to ensure that financial controls under this Agreement are robust and carefully monitored and available for scrutiny by the Partners and/ or its representatives.

2.0 Pseudo Dynamic Purchasing System – Call-Off Contracts Financial Arrangements and Principles

- 2.1 Each Partner shall be liable for their own budgetary and funding elements in relation to any of the Call-Off Contracts. Each Partner will be responsible for deciding its contribution to any individual Call-Off Contract and in any joint arrangement no Partner will place the other in no better or worst financial position.
- 2.2 The withdrawal or reduction of any individual Partners budget will have a material impact on the delivery of the Service and will need to be formally agreed in writing with the Provider and any joint funding Partner.
- 2.3 Where a Call-off Contract is made on behalf of or jointly between the Partners, then an appropriate funding agreement between the respective Partners will be entered into prior to the mini-competition to govern the funding arrangement for the Call-Off Contract.
- 2.4 There will be no liability on any Partner resulting from any change or reduction by another Partner's budgetary and funding contribution(s). In the event of a reduction in a Partner's funding contribution(s) as set out in the table above, that affected Partner agrees to undertake a review of its Services with the aim to change and /or reduce its Services to align with its reduced funding contribution(s).
- 2.5 On or before the 1st April 2024 and each subsequent year thereafter, throughout the Term of the DPS, each Partner must update the Lead Authority's Procurement team with the anticipated spend for the following financial year, to ensure the spend remains within the permitted threshold of the DPS.

2.0 Pseudo Dynamic Partnering System – Call-Off Contracts Financial Arrangements and Principles

- 2.1 Each Partner shall be liable for their own budgetary and funding elements in relation to any of the Call-Off Contracts. Each Partner will be responsible for deciding its contribution to any individual Call-Off Contract and in any joint arrangement no Partner will place the other in no better or worse financial position.
- 2.2 The withdrawal or reduction of any individual Partner's budget will have a material impact on the delivery of the Service and will need to be formally agreed in writing with the Provider and any joint funding Partner.
- 2.3 Where a Call-Off Contract is made on behalf of or jointly between the Partners, then an appropriate funding agreement between the respective Partners will be entered into prior to the mini-contract to govern the funding arrangement for the Call-Off Contract.
- 2.4 There will be no liability on any Partner resulting from any change or reduction by another Partner's budgetary and funding contribution(s) in the event of reduction in a Partner's funding contribution(s) as set out in the table above, that affected Partner agrees to undertake a review of its Services with the aim to change and/or reduce its Services to align with its reduced funding contribution(s).
- 2.5 On or before the 1st April 2024 and each subsequent year thereafter throughout the Term of the DPS, each Partner must update the Lead Authority's Procurement team with the anticipated spend for the following financial year, to ensure the spend remains within the permitted threshold of the DPS.

Appendix 4 - Home & Community Support Soft Market Testing (SMT) Overview

Sept-Oct 2022

A soft market testing exercise was distributed in the form of an online Microsoft Forms; this was shared via ProContract as well as directly with all current providers on the Home & Community Support DPS. 15 responses were received; an overview of the responses can be found below.

Overview of providers and current delivery

Current contracts	
Currently delivering support for CYP via the Home & Community Support DPS	4
Currently delivering support for Adults via the Home & Community Support DPS	5
Delivering Community Support through a different contract in Peterborough	1
On the Home & Community Support DPS but not currently delivering support for either Adults or CYP	3
Not currently delivering services in Peterborough or Cambridgeshire	2

Type of support delivered	
Delivers home & community support	10
Delivers home care	2
Delivers community support	2
Does not deliver home or community support	1

Experience of working with CYP	
Currently deliver support to CYP	12
Do not currently deliver to CYP but would like to do so in future	3

Location	
Currently operate within Cambridgeshire	5
Currently operate within Peterborough	2
Currently operate within Cambridgeshire & Peterborough	6
Do not currently operate within either but would like to do so in the future	2

Skill set for home & community support

Is a different skill set is required for Home Care and Community Support?	
Yes - requires a different skill set	2
Yes - requires a different skill set which is reflected in the cost	2
No - does not require a different skill set	6

How do the skill sets differ?

- Different risks to be aware of that require specific experience
- Personal care requires understanding, caring and supporting staff who have knowledge of working in someone's home and the child's disabilities
- In the community staff need skills to engage in activities, be able to manage behaviours and be aware of dangers in community
- Personal care often requires more training that is individualised based on the needs of the CYP

CQC registration

All but one provider is registered with CQC, who stated they would not be interested in registering as their current community support services does not require it.

Framework and block contracts

All providers are either interested in joining the new DPS or are already on the current DPS and interested in joining the new one.

3 providers would not be interested in having a block contract; the remaining 12 would be.

Which arrangement is more attractive?	
A block contract would be more attractive	3
A Framework/DPS would be more attractive	5
No preference	7

Why are block contracts more attractive?	Why are Frameworks more attractive?
<ul style="list-style-type: none"> - Assured work and finance - Financial security and known workload - Allow for effective planning of resources - Allow for quicker response to enquiries - Easier to set up a service from scratch 	<ul style="list-style-type: none"> - More gradual transition to expanding from Adults to Children's, ensuring the best outcomes for the service users. - Allows a diverse portfolio of work - Gives the provider the opportunity to ensure they can meet they needs of the individual within the property
Why are block contracts less attractive?	Why are Frameworks less attractive?
<ul style="list-style-type: none"> - The price of a block contract would need to be right to enable an infrastructure to be built in Cambridgeshire/Peterborough, and the cost of children's services is more expensive than adults, with more difficult recruitment - The Provider does not have the ability or flexibility to consider if they can meet the needs of the young person 	<ul style="list-style-type: none"> - Does not guarantee work or income - Difficult to manage resources without underpinning funding from other sources - A framework is only more attractive due to the current situation with staff recruitment
Elements to consider to make block contracts more attractive	Elements to consider to make frameworks more attractive
<ul style="list-style-type: none"> - The block contract is flexible in terms of the services provided - Regular monitoring arrangements in order to review what is being delivered against the contract - Fair cost of care paid by LA - Practical assistance with recruitment and training - Good relationships need to be built with the commissioners and social workers to they are able to fully understand any difficulties that the provider is presented with - Financial arrangements i.e staff salaries, price of block contract - Packages within the same postcode area - Being flexible on times to enable providers to fulfil their obligations without compromising safety of the service users 	<ul style="list-style-type: none"> - Improved terms to cover care costs when a client is away or in hospital, allowing staff to be retained more effectively - Blocked hours and pricing - Level of guaranteed income per annum - Regular monitoring arrangements in order to review what is being delivered against the contract - Financial arrangements - Mileage allowances within hourly rate - Being flexible on times to enable providers to fulfil their obligations without compromising safety of the service users

Which arrangement would offer the Local Authority the most favourable pricing structure?	
Block Contract	5
Framework	3
No difference	7

Timescales

When asked how long it would take the organisation to set up an infrastructure within Cambridgeshire and/or Peterborough, the majority said 3-6 months depending on size of recruitment required.

Hourly rates

Pricing structure differentiation	
Different rates for generic/specialist support	9
Different rates for adults and children/young people	6
Different rates for Bank Holiday support	8
Different rates for day and night support	8

Of those who provided a single hourly rate, this ranged from £17.95 p/h to £27.02 p/h, with an average of £22.27 p/h.

Of those who gave a generic/complex rate range, the rates ranged from £18.71p/h to £22.16p/h for generic and £25.17p/h to £26.00p/h for complex, with an average range of £20.47-£25.50.

Those who did not provide hourly rates stated they are being guided by the current H&CS DPS pricing structure, or are currently reviewing their hourly rates.

Specification and contractual arrangements

Aspects that providers would like to see detailed within contractual arrangements focused mainly on inflationary uplifts and mileage allowances/travel time.

Specific detail mentions on uplifts include:

- Regular inflationary uplifts to be built into the contract
- Uplifts to not be capped; in the current DPS contract there is an uplift equation capped at 70p, but with current inflation rates the equation comes out at higher than this. It should reflect real terms.

Other aspects mentioned include:

- Complex care packages should not have a capped cost – they should be costed individually based on specific staff qualification and training requirements
- Care packages paid during periods of absence e.g. CYP admitted to hospital
- Notice periods
- Training requirements
- Monitoring arrangements

When asked whether there are particular aspects that could be detailed within contractual arrangements that would support with staff retention/recruitment and increasing capacity, responses included:

- Paying Fair Cost of Care/higher hourly rate
- Staff development
- Allowing services to have waiting lists whilst they increase staffing levels
- Mileage, particularly during the current climate
- Guarantee of work
- Retainer within the payment structure would allow them to secure a pool of carers and maintain them during any fluctuation of hours
- Notice periods
- Postcode/geographical allocations
- Support with training and progression
- Allow providers to recruit using council advertising outlets
- Welcome bonuses and reward schemes

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Appendix 5 - Parent Carer Consultation – Overview Questionnaires Responses

There were 13 respondents to the Home & Community Support Parent Carer questionnaire; despite broad publication, this included:

- PCC Social Media
- CCC Social Media
- ICB Social Media
- PCC SENCO Forum
- PCC SENCO Newsletter
- CCC SEND Newsletter
- CCC SCIP (Special needs Community Information Point) Newsletter
- Healthwatch

The majority of the parent carers who responded were based in Peterborough.

1. Do you live in Peterborough or Cambridgeshire?

[More Details](#)

[Insights](#)

● Peterborough	9
● Cambridgeshire	3
● Neither	0



Half of the respondents had children/young people who had received Home & Community Support previously; of those who had experience, there was a balanced number in terms of their child/young person having received support in the home or out in the community, or both.

Most rated the service provider as average; in terms of their own perspective, and the perspective of their child/young person. Having said this, positive comments regarding Home & Community Support included:

- They listened
- Respite for me
- Different face for my daughter
- New ideas
- Consistency

Areas to improve included:

- Need for easier to access services
- More consistency of carers

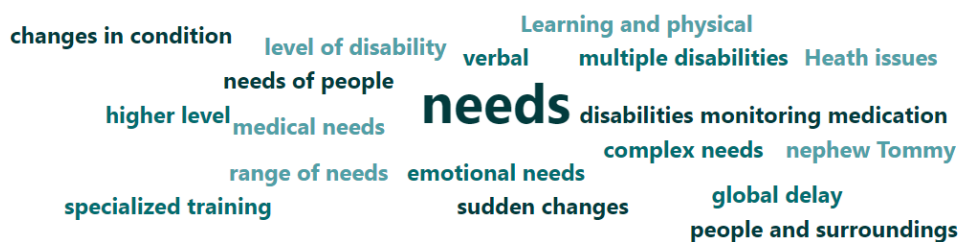
Parent carers were asked if support/care workers providing support to children/young people required a different skill set for community support/home care. The responses were as follows.



Those who felt that a different skill set was required cited different training and tailoring support to each individual child/young person. The parent carers who responded did not have a definitive view regarding whether support at home/support in the community should be paid at different hourly rates.

There was however broad agreement within the responses that the complexity of care and support provided should be reflected within hourly rates. These complex needs were described as:

- Multiple disabilities/range of needs
- Where specialised training is required
- Sudden changes in condition/presentation
- Limited risk awareness
- Complex health issues
- Complex emotional needs



Parent carers were asked what the priorities are for Home & Community Support. These included:

- Worker skills
- Individualised support
- Consistency of worker/core staff team

The elements prioritised for care within the home, Home Care, included:

- Working well with parent carers
- Building rapport with child/young person
- Maintaining dignity

The elements prioritised for community support included:

- Building the confidence of children & young people
- Focusing on Preparing for Adulthood
- Socialising/facilitating time with friends/other children & young people
- Getting involved in the local community

Finally, of those that took completed the questionnaire,

- 3 were interested in attending a Focus Group
- 2 were interested in reviewing a Home & Community Support specification
- 2 were interested in contributing to Method Statement Questions

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Appendix 6 - Professionals Consultation – Questionnaire & Drop In Sessions Overview

Home & Community Support Professionals Questionnaire Summary

Do you work for Peterborough City Council (PCC) or Cambridgeshire County Council (CCC)?														
<table border="1"> <thead> <tr> <th>Area</th> <th colspan="2">Number</th> </tr> </thead> <tbody> <tr> <td>Peterborough</td> <td colspan="2">6</td> </tr> <tr> <td>Cambridgeshire</td> <td colspan="2">25</td> </tr> <tr> <td>Both</td> <td colspan="2">2</td> </tr> </tbody> </table>			Area	Number		Peterborough	6		Cambridgeshire	25		Both	2	
Area	Number													
Peterborough	6													
Cambridgeshire	25													
Both	2													
What works well within the current arrangements?														
<ul style="list-style-type: none"> • Staff work creatively to meet need • Continuity of worker – this builds trust with families • Families having flexibility to choose what activities their child/young person completes in the community • Good relationship across Peterborough/Cambridgeshire • Well trained staff • Packages work well once they are in place • Referral process (CCC) • Child centred care • Family centred approaches • Supporting families during crisis or harder times • Liaison between professionals and services to support children/young people and their families • Parents are able to build the trust with their worker 														
What could work better within the current arrangements?														
<ul style="list-style-type: none"> • Recruitment difficulties • Provider capacity • Inconsistency of support - impacting families significantly by either not being able to deliver full allocation, ending packages, or delayed start to packages • More information for agencies on how they can join the DPS • Need more providers in Peterborough as rely heavily on Circles Network who do not have capacity and Peterborough Pathways is only temporary • Transfer/continuation of support post 18 • Better aligned systems across Peterborough and Cambridgeshire to improve and strengthen working practices • Better geographical spread • Support for older children/young people is challenging to source. • Support for children/young people displaying behaviours that challenge is challenging to source • Focus on independence and preparing for adulthood, including self-help skills 														
Do you think providing Community Support requires a different skill set than providing Personal Care?														
<table border="1"> <tbody> <tr> <td>Yes</td> <td>19</td> <td>58%</td> </tr> <tr> <td>No</td> <td>5</td> <td>15%</td> </tr> <tr> <td>Not Sure</td> <td>9</td> <td>27%</td> </tr> </tbody> </table>			Yes	19	58%	No	5	15%	Not Sure	9	27%			
Yes	19	58%												
No	5	15%												
Not Sure	9	27%												
Please give details on the different skills you think workers need.														

- Community Support requires more creative play and energy/enthusiasm to get the CYP motivated
- Personal care focus is different in terms of promoting independence and ensuring dignity at all times
- For Community Support, workers must be more aware of potential triggers
- For Community Support, there need to be a focus on planning community based activities that meet the service users needs
- Community support requires more understanding of behavioural and sensory needs
- For Community Support, workers need support to be trained around behaviour management; including absconding risks and de-escalating techniques.
- There is different training required e.g. PROACT-SCIPr, life skills, PfA vs moving and handling, medication administration
- Community support requires more relationship building
- Constant risk assessing
- Community Support requires an understanding of the local area
- Community Support sessions may require a vehicle that fits the CYP wheelchair for example and can meet their mobility needs.
- “Personal Care is more invasive for the child and would require someone who understands the vulnerability of our children and they need to be treated with respect”
- “Community Support is building a relationship rather than completing a task”

Do you think the Local Authority should have different hourly rates for Home Care (support with Personal Care in the home) and Community Support?

Yes	12	37%
No	15	45%
Not Sure	6	18%

Do you think the Local Authority should have different hourly rates that reflect the complexity of the care & support that a provider would deliver? i.e. a generic and complex rate

Yes	26	79%
No	4	12%
Not Sure	3	9%

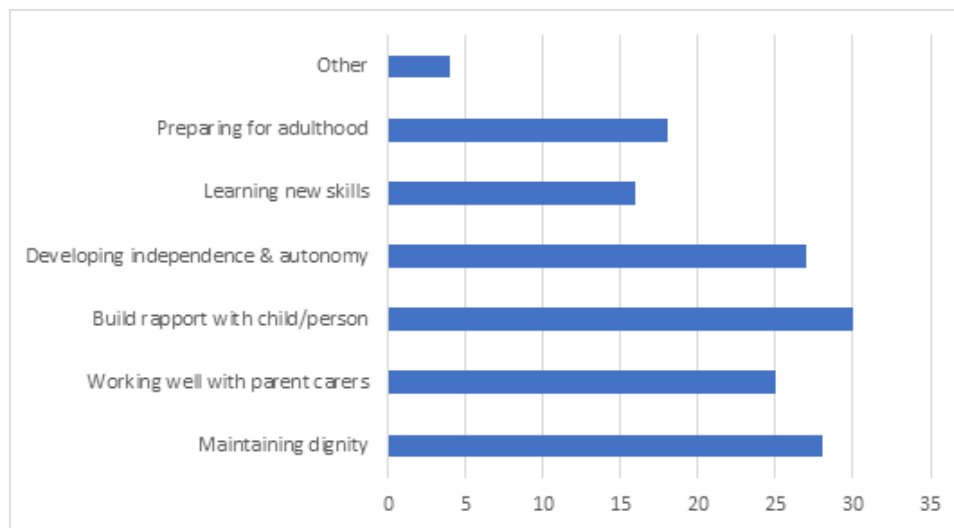
What would you consider to be 'complex' care and support?

- Needs where additional training is required in order to meet need e.g. Visual/Hearing impairments, PEG feeding, oxygen administration, hoisting, tube feeding, administering medication
- Challenging behaviour (including absconding)
- Behaviour that could cause the staff harm
- Significant communication needs (non-verbal, developmentally early stage)

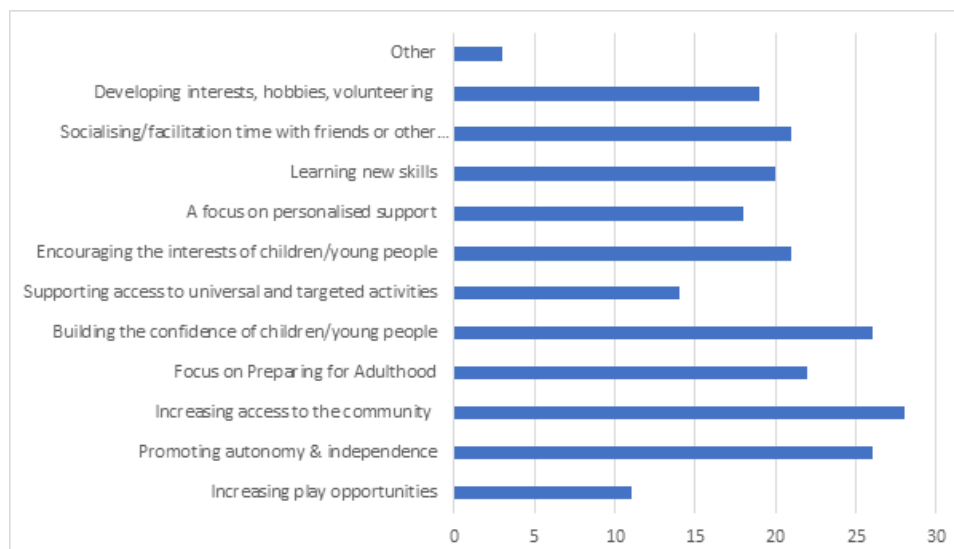
When looking to deliver Home & Community Support, what aspects should be prioritised by providers?



What do you see as the primary outcomes when delivering Home Care?



What do you see as the primary outcomes when delivering Community Support?



In your experience, are there particular presenting needs which previously providers have found more difficult to manage?

Yes	13
-----	----

No	11
Sometimes	9

Please outline these particular presenting needs.

- Challenging behaviour
- Absconding
- Sensory needs
- Smaller packages

Are there particular providers that the Local Authority use that you prefer to support with your cases?

Yes	5
No	22
Sometimes	4

Why is this?

- Training specific to some needs
- Reliable
- Communication
- Willing to 'pull out the stops'

Are there particular providers that the Local Authority use that you prefer not to support with your cases?

Yes	4
No	23
Sometimes	3

Why is this?

- Unreliable, let down regularly
- Inadequate training
- Unprofessional staff
- Poor communication/feedback
- Some agencies 'cherry pick' what cases they pick up

Have parent carers/families fed back to you regarding Home & Community Support services provided?

Yes	5	
No	2	
Yes, but cannot recall the exact nature of the feedback	8	

Please briefly outline the nature/content of the feedback provided.

Negative

- Wish support could continue post 18
- Not happy when hours are not delivered

Positive

- Happy with skill set and experience of services

General Comments

- Not enough staff to take on referrals. To many relief/agency staff who are less able to commit to specialised training
- Expectation of minimum number of packages to pick up per year?

Have children/young people fed back to you regarding Home & Community Support services provided?

Yes	5	
No	7	
Yes, but cannot recall the exact nature of the feedback	3	

Please briefly outline the nature/content of the feedback provided.

Positive

- Valuing conversations during preparing for adulthood assessment
- Providing fun and engaging spaces, activities and experiences
- They enjoy their time

Negative

- Providers do not always want to do the things that I want to do.

Home & Community Support Drop Ins

Key Themes

- Challenging to pick up smaller packages
- Challenging for providers to pick up packages within rural areas
- Internal/External - have a mix of both, difference in quality, go via CSS first...
- Personal Care & Community Support – the skill set is different...
- Generic & Complex – there are differences, largely around skill set
- Introduction of a High Level Family Support lot

Specification

Home Care & Community Support

Build relationships with parents and wider family- important to build up trust
 Having a core staff team of 2/3 people (all of whom are appropriately trained) - communication within this staff team. New workers shadow those that area aware of the CYP's needs and the approach to these needs.

Matching/compatibility

Community Support

Planning – accessible venues, accessible toilets (changing rooms & access to keys), cost of activity
 Planning/communication with parent carers around remit of the session and costs involved

Having a base/hub (or organise access to a base/hub)

Ensuring staff all have Business Car Insurance

Matching/compatibility

Referrals

Clarity around Personal Care needs, including out in the community

Presenting Needs

ADHD/ASD

Very active – constantly on the go/require constant supervision

At risk in the community

Early developmentally/developmentally early stage

Communication needs

Religious/cultural needs

ASD with no Learning Disability (displaying behaviours that challenge)

Intensive, short term, focused piece of work – outcomes focused (PfA, positive role modelling, independence and access to mainstream community activities).

Training

<p>Offer from CSS Offer from PBS (understanding of PBS approaches) Restraint Training Sensory Needs Communication techniques</p>
<p>Hourly Rates</p>
<p>Consideration of mileage/maximum mileage 20 miles Allowances – cost of activity</p>
<p>Complex Needs</p>
<p>CYP at a developmentally earlier stage – communication requirements Sensory Needs Behaviours that challenge Health needs – requiring specific training i.e. gastrofed, PEG fed</p>
<p>Integrated Working</p>
<p>Feeding into CIN reviews etc. Support workers attending certain meetings (paid for?)</p>
<p>Feedback Methods</p>
<p>Providers ask for parental & CYP comment on Session Reports Providers ask for feedback as part of quarterly monitoring Children’s Commissioning send out Parent Carer Feedback Forms on 6 monthly basis</p>

Equality Impact Assessment:

Initial assessment

What are the proposed outcomes of the policy?

At present, Home & Community Support is procured through an all-age Home & Community Support Dynamic Purchasing System (DPS); this is used to procure support for children/young people and adults. The DPS started in 2017 with a contract term of 10 years. However, this current arrangement is not meeting the need and increasing demand for those aged up to 18. Our proposal, which has been approved by P&C JCB (30.11.2022) and CCC Children's Committee (17.01.2023), is to open a DPS, with parallel block contract options, for the commissioning of home and community support specifically for children/young people with disabilities and/or complex needs across both Peterborough & Cambridgeshire, up to the age of 25.

This will deliver the identified objectives and outcomes by:

- Introducing children/young people specific commissioning arrangements that more accurately reflect need.
- Attracting providers new to Cambridgeshire/Peterborough through the opportunity of block contracts, and therefore guarantee of funding.
- Differentiating between home care and community support, reflecting the differences within the market.
- Reflecting the separate brokerage teams and contract processes for children/young people and adults.
- Supporting with the transition into adulthood by extending the age range up to 25.

The key outcomes is to improve the capacity and quality of Home & Community Support services for children & young people with disabilities open to 0-25 Disability Social Care in Peterborough and Cambridgeshire. At present, the commissioning arrangements are not meeting increasing demand for those up to the age of 18, and those accessing the service are experiencing a 'cliff edge' into adulthood.

The specific outcomes these services intend to achieve are bespoke to the child/young person and align with their care and support plan. Outcomes are clearly defined at point of approval by the relevant decision-making panel following an assessment of needs.

Outcomes include:

- Supporting with personal care e.g. washing, dressing, feeding, etc.
- Short breaks from additional caring responsibilities for parent/carers.
- Opportunities for children/young people to spend time away from their parent/carers and more time with their peers.
- Reduce the risk of the child/young people becoming isolated by supporting them to access the community.
- Opportunities to develop independence skills and prepare for adulthood e.g. travel training.

Which individuals or groups are most likely to be affected?

To be eligible for home & community support through this DPS, service users must:

- Be open to the 0-25 Disability Team in Peterborough City Council or Cambridgeshire County Council.
- Have an assessed need for 1:1 (or 2:1 where needed) support with personal care within the home or for accessing the community.
- Be under the age of 25.
- Live in Peterborough or Cambridgeshire.

This will also impact on the service users' parent/carers/families.

The impact of the Children & Young People Home & Community DPS will be positive on these groups.

Now consider whether any of the following groups will be disproportionately affected:

Equality Group	Note any positive or negative effects
Particular age groups	Positive effects on those aged up to 25; increase in capacity and quality of the home & community support available.
Disabled people	Positive effects on children/young people with disabilities; increase in capacity and quality of the home & community support available.
Married couples or those entered into a civil partnership	
Pregnant women or women on maternity leave	
Particular ethnic groups	
Those of a particular religion or who hold a particular belief	
Male/Female	
Those proposing to undergo, currently undergoing or who have undergone gender reassignment	
Sexual orientation	

What information is available to help you understand the effect this will have on the groups identified above?

Who will be the beneficiaries of the policy?

To be eligible for home & community support through this DPS, service users must:

- Be open to the 0-25 Disability Team in Peterborough City Council or Cambridgeshire County Council.
- Have an assessed need for 1:1 (or 2:1 where needed) support with personal care within the home or for accessing the community.
- Be under the age of 25.
- Live in Peterborough or Cambridgeshire.

This will also impact on the service users' parent/carers/families.

Has the policy been explained to those it might affect directly or indirectly?

Yes – however the services the children/young people receive will not change. This is for a change in commissioning processes only.

Can any differences be justified as appropriate or necessary?

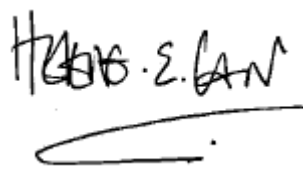
The services the children/young people receive will not change. This is for a change in commissioning processes only.

Are any remedial actions required?

No

Once implemented, how will you monitor the actual impact?

The Children's Commissioning Team and ART (brokerage) will work closely with the providers to ensure consistency when transitioning to the new DPS. If any risk/impact is identified, brokerage will liaise with the provider to mitigate this risk or will source a new provider to deliver the package. However, this is unlikely as the providers will continue to be on the current DPS during transition so will be able to continue delivery under the current arrangements.

Policy review date	Will be reviewed at end date of each block contract – 3 years from tender, approx. 2026.
Assessment completed by	Isobel Thomson – Senior Commissioning Officer
Date Initial EqIA completed	02.03.2023
Signed by Head of Service	

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CABINET	AGENDA ITEM No. 9
13 NOVEMBER 2023	PUBLIC REPORT

Report of:	Cecilie Booth, Executive Director of Corporate Services	
Cabinet Member(s) responsible:	Councillor John Howard, Deputy Leader and Cabinet Member for Corporate Governance and Finance	
Contact Officer(s):	Simon Lewis, Service Director Commercial, Property and Asset Management Felicity Paddick, Head of Estates	Tel. 01733 452522

LOCALITIES ASSETS REVIEW UPDATE

RECOMMENDATIONS	
FROM: <i>Cabinet Members</i>	Deadline date: 13 November 2023
<p>It is recommended that Cabinet:</p> <ol style="list-style-type: none"> Notes the Localities Asset Review report contained in the exempt Appendix 1. Agrees that Estates and Finance, following a period of engagement with the public, the operators of the sites as well as elected members, and dependant upon the outcome of that engagement, looks to dispose of those locality assets highlighted in the report as being potentially suitable as surplus to requirements and for repurposing up to a maximum disposal price of £500,000. This is subject to any final terms to be delegated to the Executive Director of Corporate Services and Director of Legal after consultation with the Cabinet Member for Finance and Property. Notes that where any proposed sale of an asset is in excess of £500,000 it will be brought back to Cabinet for specific approval to dispose on a case by case basis. Notes that, on a case by case basis, a proportion of the savings in revenue are ringfenced to be invested in the remaining assets to support the proposals in the report. Notes that, on a case by case basis, a proportion of the Capital receipts may be ringfenced to fund the costs of sale, costs of relocation and repurposing of assets and investment into the retained portfolio. Notes that Directors will report to Growth, Resources and Communities Scrutiny Committee in January with further details of the proposed Locality Asset Review recommendations and timings following further consultation. Approves the Draft Community Asset Transfer Policy contained in Appendix 2. 	

1. ORIGIN OF REPORT

- 1.1 This is submitted to Cabinet following a report that was submitted to the Growth, Resources and Communities Scrutiny Committee

2. PURPOSE AND REASON FOR REPORT

- 2.1 The purpose of this report is to set out the principles and findings of the Localities Assets review of Council property including community buildings, leisure facilities and libraries. It also includes a proposed draft Community Asset Transfer Policy which will support the implementation of the Localities Assets Review.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.8

To determine policies or strategies that will have a significant impact on two or more wards.

And 3.2.9

To promote the Council's corporate and key strategies and Peterborough's Community Strategy and approve strategies and cross-cutting programmes not included within the Council's major policy and budget framework.

2.3 There is an exempt annex attached to this report that is NOT FOR PUBLICATION by reason of paragraph 3 of Schedule 12A of Part 1 of the Local Government Act 1972 because it contains financially sensitive information. The public interest test has been applied to the information contained within this exempt annex and it is considered that the need to retain the information as exempt outweighs the public interest in disclosing it.

3. TIMESCALES

Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting	
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4. BACKGROUND AND KEY ISSUES

4.1 The Localities Assets review of property assets encompasses all Peterborough City Council's community assets together with some service buildings including libraries, leisure facilities, adjacent green spaces, children's centres and contact centres.

The review captures the current management data held, compliance status and condition information for each building and reflects several criteria informing the asset strategy and action plan in the report.

A report has been prepared and attached in the exempt Appendix 1 which sets out a strategy and action plan for the portfolio of buildings reviewed with the intention of reducing the number of Assets, producing a disposals plan for those deemed surplus and making proposals to ensure that the remaining Assets are fit for purpose.

Whilst the strategy and action plan for the sites is included in the Report, at this point in time, no decisions have been made regarding which sites may or may not be repurposed. If Cabinet approves the Report, further consultation and engagement with the operators of the sites and public will be undertaken before any final decision is taken.

The key deliverables of the review are as follows:

- A smaller portfolio of Locality Assets.
- An investment plan to ensure retained assets are fit for purpose to be funded wholly or in part via the disposals plan.
- A review of the overall compliance liabilities for both the Council and the occupiers to ensure clarity over accountabilities for the repair, maintenance, and compliance requirements for the property.
- A disposals plan for assets deemed surplus to requirements.
- A report with a Localities strategy for the Council's buildings being reviewed and establishing the minimum standard service provision within the estate.
- Identification of opportunities to work with partners in terms of use of assets and service provision.

- A financial appraisal of the options examined, the key risks, next steps and a series of recommendations.

The Localities Strategy forms part of the remit of the 'Sustainable Future City Council' portfolio board. A review of locality assets was referenced in a report to Cabinet in September 2022 in relation to the Disposals Plan, with further work to be carried out in preparation of the Asset Management Plan to be considered by Cabinet in a future meeting. The report references the Cultural Services review and Communities partnership and prevention hubs model.

Prior to undertaking the Locality Asset Review, Officers committed to reviewing and refreshing the Community Asset Transfer Policy. This was to ensure that it remained relevant and is drafted in such a way as to support the Locality Asset Review and repurposing of Assets deemed surplus. The Draft Policy is attached at Appendix 2 to this report. The outcome will be that the Localities Assets Review Report can be aligned and supported by a refreshed Community Asset Transfer Policy.

The Localities Assets review has been undertaken working with the Communities, Leisure, Libraries Planning and Finance Teams at the Council. The intention is to ensure that Council buildings are made best use of incorporating the partnership and prevention hubs principles. These are being reviewed as part of taking forward the action plan for the Localities Estate. Further conversations are also ongoing with Children's services over the Family Hubs and other partners in providing a joined-up approach to providing Council services in Council buildings.

5. CORPORATE PRIORITIES

- 5.1 The Executive Summary and Draft Recommendations form one of the key deliverables arising from the Sustainable Future City Council Portfolio Board and will deliver assets that are fit for purpose and more financially sustainable enabling them to be properly maintained in the longer term as well as releasing assets that can either generate capital receipts or can be reallocated under the proposed Community Asset Transfer Policy.

6. CONSULTATION

The provisional outcomes and recommendations of the Localities Assets Review have been shared with CLT, Group Leaders and the Growth, Resources and Communities Scrutiny Committee. There has also been a Members Open Day where all members were invited to discuss the provisional outcomes and recommendations and to put forward their own proposals.

- 6.1 The intention is for the Localities Assets Review Report and recommendations to be issued for Cabinet Approval in October. Following this further engagement and consultation will take place with Councillors, the public and operators and users of the Localities Assets. Before a final implementation plan is delivered it is proposed to revert back Growth Scrutiny committee for final comment. In addition, as recommended by the Growth, Environment and Communities Scrutiny Committee, officers will ensure that Councillors are provided with regular updates on matters that relate to their Wards.

7. ANTICIPATED OUTCOMES OR IMPACT

- 7.1 The anticipated outcome is for Cabinet to approve the recommendations and to take forward the stages set out in the Localities Assets Review report.

8. REASON FOR THE RECOMMENDATION

- 8.1 The reason for the recommendations as set out in the Report, are to deliver:
- A smaller portfolio of Localities Assets.
 - An investment plan to ensure retained assets are fit for purpose to be funded wholly or in part via the disposals plan.

9. ALTERNATIVE OPTIONS CONSIDERED

- 9.1 The key alternative option would be to not implement a review of localities assets and to retain the status quo. This is not a viable option as the Council cannot afford to bring its current estate into an acceptable standard and therefore a rationalisation of the assets is required to reduce the operational costs and maintenance backlog.

10. IMPLICATIONS

Financial Implications

- 10.1 The financial implications are set out in the exempt annex.

Legal Implications

- 10.2 The legal implications are set out in the exempt annex.

Equalities Implications

- 10.3 There are none.

11. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

- 11.1 There are none.

12. APPENDICES

- 12.1 Appendix 1 (Exempt) – Localities Assets Review report
Appendix 2 - Draft Community Asset Transfer Policy

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

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Peterborough City Council

Community Asset Transfer Policy 2023

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1. Background - Community assets

A community asset is defined as land and buildings owned or used by the Council or leased or managed by community organisations for the benefit of residents and communities.

Peterborough City Council owns a number of assets that bring about a benefit to communities

These include, but are not limited to:-

- Community centres.
- Other assets that sit within the council's commercial portfolio that are leased or provided as a grant in kind to voluntary organisations that benefit communities and residents due to the specific work undertaken by the organisations concerned.
- Recreational and sports facilities often in parks and open spaces.

As part of developing a sustainable and placed focused approach to asset management Peterborough City Council will look to support community groups to come forward with proposals for community asset transfers where appropriate. This policy seeks to clarify the process being followed by the Council in relation to assets being transferred to community, voluntary or faith-based organisations.

2. Why is a community asset transfer policy required?

There may be times when council owned community assets are, returned to the council by community groups, become surplus to requirements, uneconomic to maintain or could be better run by the community themselves.

An asset transfer enables communities to own and manage facilities that may otherwise be closed down if the Council is unable to fund them.

This community asset transfer policy aims to provide a clear approach to the future management of these assets that will:

- define when a community asset transfer is appropriate
- ensure the process for community asset transfer is transparent
- apply a consistent approach to the assessment and process of transferring assets in the future, focussing on securing social, economic and environmental benefits of the asset
- ensure the efficient, effective and sustainable management of assets to minimise cost to the council and maximise benefit to the community it serves.

3. Outcomes & Aims

The Council wants to achieve the following outcomes through a proactive community asset transfer programme:

- Community empowerment and benefits to the wider local community
- Building of local community capacity through the use of local skills, experience, knowledge and time
- Retaining valued local provision, thus improving local services in times of austerity, while contributing to savings
- Delivering placed based services that address local needs through community led and community focused assets
- Extending the use of a building or land
- Value for money and the ability to draw in other sources of funding not available to the council
- Social enterprise and social wellbeing, including community cohesion
- Financial viability, long term sustainability and external investment
- Delivery of council objectives through other partners
- A stimulus to partnership working
- Supporting the Councils sustainability and net zero targets

The council recognises that the increasing emphasis on localism means that it is even more important to work closely with the community, voluntary and faith sector to maximise our joint resources and take every opportunity to deliver quality services, tackling poverty, protecting vulnerable people and encouraging growth and sustainability. Our aims are to:

- Encourage and support the retention of local facilities which are used for a variety of social, community and public purposes without the use of council funds in the future –on the basis that we are satisfied that the business case for such a transfer is financially viable and sustainable in the long term
- Increase the effectiveness and efficiency of council owned community assets through local management
- Maintain local public facilities through community management
- Explore innovative ways of enhancing existing community facilities
- Support the development of social enterprises that clearly demonstrate returns to the local community

4. What is Community Asset Transfer?

Community asset transfer (CAT) is the transfer of land or buildings from the council to a third sector organisation. CAT supports community empowerment by enabling land and buildings and services to be retained or transformed for public benefit.

Community asset transfer has the potential to achieve a number of objectives:

- to form long-term partnerships with third sector organisations

- providing assets for wider voluntary and community sector use
- maximising community benefit
- minimising financial liability for the council in the future
- supporting the building of social capital.

Community Asset Transfer can take place in different forms including through:

- a management agreement
- a licence to occupy
- a short lease
- a long lease
- freehold

Community Asset Transfer usually involves a transfer at less than market value, at a reduced cost, peppercorn rent or free of charge. The level of subsidy applied to the asset transfer, will be determined by the social, economic or environmental benefits generated by the transfer and the value of the asset.

Community Asset Transfer can apply to community buildings, community facilities and also other community venues owned by the council.

The Council recognises that CAT comes with risks and liabilities to both the Council as well as the third sector. Therefore, the process must include a robust framework to assess and manage risks so that all parties can make informed decisions.

A transparent framework is essential to enable the fair and equitable transfer of assets, therefore this policy should be based on the following set of principles, which should be followed by both PCC and Third Sector:-

- Clearly communicated timescales and decision making
- Partnership with Third Sector and encouragement of collaboration between community groups
- Inclusivity of provision so that the assets remain genuinely open and accessible to all sections of the community irrespective of their faith, culture, gender, sexuality, religion, political view or other protected characteristics.
- Decisions will be based on clear financially sustainable proposals, robust business plans (Appendix 1) and sound, evidence-based rationale for the transfer of assets – each proposal will be based on individual merits
- Any proposed transfer of asset must promote social, economic or environmental well-being and support the aims and priorities of the council
- Asset transfer will deliver agreed benefits to local people
- Proactive consideration will be given for the co-location of services supported by dual use agreements
- Transfer decisions will not be made on a ‘first come first served’ basis but on a ‘best fit’ basis
- An ‘asset lock’ will be included in the terms of a transfer to ensure that the building remains for community benefit and use.

5. What criteria will the council use to consider a Community Asset Transfer?

In the interest of supporting a vibrant local civil society sector, the council will consider and prioritise the transfer of assets to local organisations. Therefore, it is unlikely that the council will prioritise transfer of assets to organisations whose remit is regional or nationwide. The prioritisations will be based on a geographical analysis of the community-based properties within an area and the needs of that area. The transfer of assets may be to either long established, stable, and secure formal organisations or newly formed community-based groups provided they can demonstrate they have the necessary expertise and experience to manage the asset.

The council will consider transferring assets in the following circumstances:

- Assets must be in the ownership of the council
- They are located where there is benefit to the community in having services delivered from the asset
- The asset has been identified in savings proposals to be surplus or where there is no clear rationale for the retention within PCC due to cost of maintenance, condition of the building or low levels of usage
- The proposed use will deliver a direct community benefit
- The Council can satisfy itself that the terms of the CAT lease are not financially detrimental.
- Disposals at less than best consideration will follow relevant legislation, Government guidance and the Royal Institute of Chartered Surveyors (RICS) document "Strategic Public Sector Property Asset Management" (September 2021) and state the best consideration that would otherwise have been received.

The council will not consider transferring assets in the following circumstances:

- Assets which have been identified as having a potential significant capital receipt, or where a significant amount of revenue income would be lost.
- Assets which have been identified as being required for strategic, planning or redevelopment/regeneration reasons.
- Transfers to individuals or businesses to be used purely as a vehicle for commercial ventures.
- Transfers solely to individuals
- Where transfers contravene subsidy or procurement rules
- Assets which may be used solely for religious or political purposes/activities.

The criteria is strict to ensure that any successful transfer is sustainable, will be of benefit to local communities as well as the third sector organisation and will instil long term reassurance for the community which it serves.

Any application received will be assessed through a staged process (Appendix 2), starting with an expression of interest. Following assessment of this, organisations will be invited to submit a detailed application. Applicants must demonstrate how they meet the following criteria:-

- Clear benefits to the council, its aims and priorities, the community-based group and the wider community.
- Demonstrate that it will continue to be used to support local community-based services and activities.
- Demonstrate strong and robust governance arrangements, including how local people will be involved in decision making in relation to the building and its use.
- Evidence of a track record in delivering services and/or managing property (if a new group evidence of this track record linked to management committee members and/or staff)
- Have in place a robust and sustainable business plan, for a 5-year period or show the willingness to create an acceptable plan within a specified time frame before the building is transferred.

6. Legal and Governance

Community asset transfer involves the transfer of assets, usually at less than Market Value, as a means to further local social, economic and / or environmental objectives. Section 123 of the Local Government Act 1972 requires that any disposals achieve best consideration and applies to the disposal of any interest in land and property. However, this was substantially amended under the Local Government Act 1972 General Disposal Consent Order (England) 2003, which gives Local authorities greater freedom to dispose of any interest in land at less than best consideration without the specific consent of the Secretary of State, where it could be demonstrated that they promoted the economic, social and environmental well-being of the area; and provided that the unrestricted under value of the asset to be disposed of and the consideration for the disposal does not exceed £2,000,000 (two million pounds).

7. How will community benefit be maximised?

To ensure that the property delivers maximum community benefit, the organisation concerned will need to ensure that the premises are used primarily for community-based activities that directly benefit:

- the local community
- residents of Peterborough.

Where appropriate, the building should be available for hire for general community use including weekends with priority given to local groups and grass-roots organisations. This requirement will form part of the transfer arrangements.

The arrangements will also, where appropriate provide opportunities for the organisations to be able to sub-let. These arrangements may require approval from the Council to ensure their interests are protected and no rights are claimed by the sub-lessee.

The focus will be a flexible approach to the development of lease arrangements to maximise the benefit to the voluntary organisation, the council and wider community.

8. For how long will leases be granted?

The council will consider the specific needs of the third sector organisation, the condition of the asset and the requirements of any funders. The length of the lease will be based on:

- the business plan
- the capacity of the organisation to manage the asset
- financial capacity
- any future requirements for the asset by the council
- the condition of the asset.

Once granted, leases can be extended or restructured at a future stage, to meet the changes to the organisation's activities or circumstances.

Community asset transfer leases will be accompanied by a service agreement that will define the expected benefits of the community asset including any requirement for use of the asset by local residents for locally organised activities or use as a polling station. This may include the hours the asset is made available to local communities.

Leases will contain clauses that prevent the asset being assigned or sold on for unintended financial gain and the loss of the community agreed benefits.

Leases will also contain suitable clauses to ensure the return of the asset to the council if the terms of the service agreement are not met, or in the case of dissolution, insolvency or corruption.

9. How will community assets available for transfer be advertised?

The Council will advertise the availability of community assets through the council's website, various information networks available to the council and by directly notifying voluntary and community sector organisations.

10. Property maintenance

The lease will define responsibility for maintenance and repairs, insurance, and all outgoings on the property but the assumption that the responsibility will lie with the organisation party to any lease agreement.

The Council will provide information that it holds on the condition of the property. This assessment will be provided as a guide and the future tenant should carry out their own checks, as the property may have deteriorated further since it was last surveyed.

The council will review this policy at least once every three years.

Appendices

Appendix 1- What should the business plan for community asset transfer contain?

- full details of the services and activities to be provided from the asset including any partnerships or co-location plans with other organisations
- evidence of the management capacity and experience of the bidding organisation to utilise and develop the asset
- detailed evidence that use of the asset is financially sustainable over the life of the proposed tenancy and will not incur future financial liabilities for the council; the council will assist by making relevant information and data available on request
- details of the anticipated benefits that the asset will produce and how these will be measured and evaluated
- details of the type of asset transfer and lease terms sought
- evidence of support from council officers, councillors, other voluntary organisations, local stakeholders

Assessment criteria

Organisations (or lead organisation where there is a consortium or partnership applying) are required to meet the council's criteria for commissioning. If these criteria are not met, no further consideration will be given to an application.

The business case assessment criteria will be made up of three sections:

- Organisational criteria (see notes below)
- Social value assessment (based on the councils' Social Value Framework)
- Activity specific assessment

The assessment forms for both expressions of interest and business cases are available on request.

Examples of organisational criteria that might be included are found in the table below. This is not an exhaustive list and at all times compliance with the organisational criteria will be proportionate and relevant to the size and value of the asset and the length of term of the asset transfer.

Provider's organisational criteria

Management You must have appropriate governance arrangement in place, hold regular committee meetings, including an annual general meeting; have a current business plan or demonstrate that one can be developed for the organisation.

Financial systems You must comply with all financial and accounting requirements of charity and/or company law and follow good practice in relation to internal financial controls. If you are a new organisation, you should demonstrate how you will implement good financial systems in future.

Equal opportunities

You must have a written equal opportunities/diversity policy and code of practice that comply with current relevant legislation.

Insurance

Your organisation must have adequate insurance cover for activities, events, staff, premises, equipment, vehicles including:

Public liability; employer's liability cover if staff are employed; property and equipment insurance.

Criminal records checks

You must ensure and have evidence that all staff and volunteers working with children and vulnerable adults have been vetted through the disclosure and barring service. DBS checks should only be requested for eligible roles and not for all staff if it is not needed.

Safeguarding children and vulnerable adults

Organisations working with children and vulnerable adults must have safeguarding children and adult's policy and procedure in place. Staff and volunteers working with children and vulnerable adults must be appropriately trained. Evidence of these policies will be requested.

Equality

Detailed knowledge of the city and an understanding of how to apply that knowledge to engage / work with / deliver services in the city. Evidence of activities and services being designed to be accessible to as many residents as possible.

Cost

The ability for the organisation to meet any rental payments, pay external and internal repairs, insurance and utility costs. Evidence of a clear budget with income and expenditure expectations should be provided for the life of the proposed tenancy.

Appendix 2- Indicative assessment process for community asset transfer applications?

Detail and processes included in each stage are below

Stage 1 – Advertising of Community Asset Transfer opportunity and request for expressions of interest

- Maximum of 4 weeks

Stage 2 – Review of expressions of interest received by council officers. Successful applicants informed

- 3 – 6 weeks depending on volume

Stage 3 – Selected organisations to compile business case

- 4 – 6 weeks

Stage 4 – Business case assessment by council officers and senior staff.

- Agreement in principle for one applicant
- 4 – 6 weeks

Stage 5 – Professional advice and council report

- 4 – 6 weeks

Stage 6 – Lease agreement and completion

- Maximum of 6 weeks

Ongoing - Asset transfer review

- Annual review of the service agreement targets and measure benefits
- Where applicable, 5-yearly renewal of the service agreement

Breakdown by stage

Stage One

Once a building is identified as suitable for community asset transfer it will be advertised as open for Expressions of Interest.

This will be done by:

- Placing an advert on Peterborough City Council's website
- Letters will be sent to residents local to the building
- Community newsletters will include the opportunity (if you do not receive Peterborough city council's community newsletters please email xxxxxxx)
- An open day will be held at the building in this time for organisations to inspect the building.
- During this window, the webform can be used to submit an Expression of Interest in leasing the property (guidance available).

Stage Two

Council officers will review all Expressions of Interest against identified criteria (see the Expression of Interest guidance). Officers may ask for meetings with organisations to clarify points within the submitted form.

Organisations that satisfy the criteria for use will be informed by letter and invited to submit a more detailed business plan for their use of the centre.

Stage Three

The business case can be submitted in any relevant format but will need to reference:

- Organisational objectives and aims
- Evidence of the organisations previous impact and service delivery
- Specifics around the use of the building and what services/activities will be delivered from it
- Robust financial planning including details of any planned investment into the building and evidence of current financial capacity
- Evidence of the community need being address by the organisations plans and demonstrable community endorsement
- Evidence that new services and activities would not duplicate existing provision in the local area

Not essential but desired:

- Evidence of partnership working with other organisations
- Detail of the evaluation processes which will be used to measure the outcomes of the buildings' use

During this business case development phase, organisations may request a meeting with council officers to discuss their draft plans before submission.

Stage Four

All business cases will be reviewed by council officers and relevant professional for suitability.

Applications will be assessed against the criteria laid out in the Community Asset Transfer policy document and will reflect the social value to the city of each application. These will include:

- benefit to local residents
- benefits to the council
- sustainability of the financial plans
- whether applications duplicate existing provision
- demonstrable community support
- demonstrable inclusive, impartial and equitable approach.

Each organisation will be invited to discuss their application with officers and relevant professionals to elaborate on any points and review any questions.

An “in principle” decision will be taken by the service Director. The successful group will be informed in writing.

Local residents will be informed of the decision and asked to comment as part of the subsequent report.

Stage Five

If needed, legal and profession advice will be sought by officers at this stage. The successful “in principle” organisations’ business case will be presented as a details report to the council’s corporate leadership team (CLT) and portfolio holder.

CLT will also decide whether cabinet are required to authorise the award of the Community Asset Transfer at this stage. If it is a report will be submitted to cabinet for member approval.

Once fully approved, written confirmation will be sent to the successful organisation. Should approval not be awarded, the asset will be reviewed and, if appropriate, re-advertised for further expressions of interest.

Stage Six

At the stage Peterborough Council’s Estates Team will work with the successful organisation to determine the full content of the lease, the rent and the length of the lease. This will be a standard lease that will be used for each and any CAT. Where works are necessary to a building prior to occupation, an agreement for lease will be granted pending the outcome of those works before a lease is granted.

When both parties are happy with the heads of terms in the lease, the Estates Team will ensure the building is ready to be transferred and the organisation will be given the keys to the building.

Ongoing

Leases will be reviewed as a minimum every 5 years although shorter terms may be agreed at the lease stage.

Should there be any agreed outcomes and evaluation on the use of the building, the organisation will be expected to supply this to the council in line with the agreed arrangements. These may include usage statistics, service evaluations, or other key indicators and will be clearly laid out in the service level agreement.

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CABINET	AGENDA ITEM No. 10
13 NOVEMBER 2023	PUBLIC REPORT

Report of:	Executive Director of Corporate Services and S151 Officer	
Cabinet Member(s) responsible:	Councillor John Howard, Deputy Leader and Cabinet Member for Corporate Governance and Finance	
Contact Officer(s):	Cecilie Booth, Executive Director of Corporate Services and S151 Officer	Jill Evans, Service Director Corporate Finance & Deputy S151 Officer

MEDIUM TERM FINANCIAL STRATEGY 2024-2027 QUARTER 2 UPDATE

RECOMMENDATIONS	
FROM: Cabinet Member for Finance and Corporate Governance	Deadline date: n/a
<p>It is recommended that Cabinet:</p> <ol style="list-style-type: none"> 1. Notes the revised financial assumptions included within this Medium-Term Financial Strategy 2024-2027 Quarter two update, as outlined within Appendix A of the report. 2. Notes the update from the budget simulator 3. Agrees to the updated disposal plan included within Appendix C of this report. 	

1.0 ORIGIN OF REPORT

1.1 This report comes to Cabinet as part of the Council’s process for developing a Medium Term Financial Strategy (MTFS) and budget setting process.

2.0 PURPOSE AND REASON FOR REPORT

2.1 Purpose

This report is submitted for Cabinet to consider under its Terms of Reference No. 3.2.1, “To take collective responsibility for the delivery of all strategic Executive functions within the Council’s Major Policy and Budget Framework and lead the Council’s overall improvement programmes to delivery excellent services.”

2.2 Background

The Council's MTFS financial assumptions are reviewed and updated on a quarterly basis to provide an accurate and up to date position, reflective of the financial challenges facing the Council. This aims to demonstrate that the Council's finances over the medium term are secured to deliver the Council's priorities over the next three years from 2024/25 to 2026/27. The MTFS forms a key part of the Council’s Performance and Improvement Framework.

2.3 EXECUTIVE SUMMARY

Expenditure

This quarter 2 MTFS 2024-2027 report, provides an update on the projected financial position taking account of the latest funding updates and the strategic direction of the Council. All assumptions have been reviewed as part of this update. It important to note that these are assumptions and provides an indication of our budget gap based on the current economic climate and local assumptions. As part of the MTFS and Budget process these will be refined as more information, especially about funding settlements, is known.

Table 1 sets out the projected funding gap.

Table 1: Budget Gap	2023/24	2024/25	2025/26	2026/27
Funding	(202,634)	(217,441)	(227,613)	(236,230)
Net Revenue Expenditure	202,634	223,618	236,240	249,982
Aggregated Budget Gap	0	6,177	8,627	13,752
Aggregated Budget Gap breakdown	2023/24	2023/24	2024/25	2025/26
2023/24	0	6,177	6,177	6,177
2024/25			2,450	2,450
2025/26				5,125
MTFS Q2- Nov 23	0	6,177	8,627	13,752
MTFS Q1- Sept 23	0	5,101	6,100	10,508
Movement		1,076	2,527	3,244

The MTFS shows an increased budget gap compared to the quarter one update.

The main reasons for this are:

- Increased inflation, which is increasing contract prices, especially energy, and capital financing costs
- Increased pressure on children's placements, both in terms of demand and complexity
- Increased demand for temporary accommodation

A summary by directorate and functional spend for 2024/25 is below

Table 2 Budget Gap By Directorate 2024/25 £k	Base 2024/25	Pay	Inflation	Savings & Efficiencies	Service Demand	Borrowing	Cost & Income Pressures	Service Transformation	Income Generation	Budget 2024/25
Children and Young People	48,456	0	2,764	0	4,001	0	473	(186)	0	55,508
Adult Social Care	72,129	0	2,529	(1,315)	(249)	0	0	0	0	73,094
Corporate Services	67,521	1,729	3,265	(1,549)	16	1,000	1,833	(250)	(242)	73,323
Place & Economy	23,262	0	1,242	(1,575)	208	0	485	0	(1,598)	22,025
Public Health	(332)	0	0	0	0	0	0	0	0	(332)
Total	211,037	1,729	9,800	(4,439)	3,976	1,000	2,791	(436)	(1,840)	223,618
Funding										(217,441)
Gap										6,177

The main reasons for the funding gap are inflation and increased service demand.

Transformation

To create short-term savings, the Council has set up workshops to look at 4 workstreams; children's pressures, energy, temporary accommodation, and Adults social care to ensure efficiencies and savings can be found to set a balanced budget for 2024/25. These workstreams are using officers from across the Council to work collaboratively together to find opportunities.

The Council has created 4 ambitious Portfolio Boards to transform the Council's processes and offerings to deliver long-term improvements and meet the changing needs of residents. The 4 Boards are looking at all aspects of not only what we do but how we do it, together with our City partners. These Boards will make services more efficient; creating savings in the medium-term which are mostly not yet quantified and so are not included in the MTFS but will create solutions to help tackle the budget gap in the medium-term. As transformation initiatives mature and a more comprehensive understanding of the benefits (savings, cost avoidance and better outcomes) emerges, these will be fed into the MTFS accordingly.

Funding

The MTFS assumes that the maximum amount of Council Tax and Adult Social Care precept is charged. This is included at 4.99% for each of the 3 years (including the 2% adult social care precept).

It includes all known grants and assumes that the current funding situation continues, uplifted by CPI, in the absence of alternate information. This is consistent with other Councils.

Appendix A outlines the full MTFS quarter two update.

The Budget and MTFS forms a key part of the Council’s Performance and Improvement Framework and aims to demonstrate that the Council's finances over the medium term are secured to deliver the Council's priorities over the next three years.

It is strongly geared towards enabling the Council to deliver on the following priority:

- *‘Supported by a Sustainable Future City Council - adjust how we work, serve, and enable, informed by strong data and insight capability, and led by a culture of strong leadership.’*

4. **TIMESCALES**

Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting	N/A
Date for relevant Council meeting	N/A	Date for submission to Government Dept.	N/A

5.0 **CONSULTATION**

- 5.1. This report seeks to provide Cabinet with an update on the Councils MTFS, and no formal recommendations are being made which require consultation.
The results of the budget simulator are included within Appendix B of this report.

6.0 **ANTICIPATED OUTCOMES OR IMPACT**

- 6.1 For Cabinet to note the revised Medium Term Financial Strategy assumptions outlined within the report.

7.0 **REASON FOR THE RECOMMENDATION**

- 7.1 This report provides an update on the Council’s Medium Term Financial Strategy and will support the delivery of the Council setting a lawful and balanced budget for 2024/25.

The budget simulator feedback from 342 people shows the priorities for those people. Broadly it is to protect:

- Education and children’s social care services
- Cleansing, waste and recycling
- Transport and roads
- Community safety and neighbourhood services

And to increase Council Tax by a further 2.42% on top of the 4.99% already built in.

Council will need to agree how to build the feedback into the final budget proposal for 2024/25.

8 **ALTERNATIVE OPTIONS CONSIDERED**

- 8.1 No alternative option has been considered.

10.0 **IMPLICATIONS**

- 10.1 **Legal Implications**
At this time there are no legal implications arising from this report.
- 10.2 **Human Resources implications**
No specific implications in this report.
- 10.3 **Equality Impact Assessments**
No specific implications in this report.
- 10.4 **Carbon Impact Assessments**
No specific implications in this report.
- 11.0 **BACKGROUND DOCUMENTS**
No specific background documents used.
- 12.0 **APPENDICES**
- 12.1 Appendix A – Medium Term Financial Strategy 2024 – 2027 (Q2 update)
Appendix B- Budget Simulator feedback
Appendix C – Disposal Plan
Appendix D: Timetable

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Appendix A – Final Medium Term Financial Strategy 2024 – 2027 (Q2 Update)

1. Executive Summary

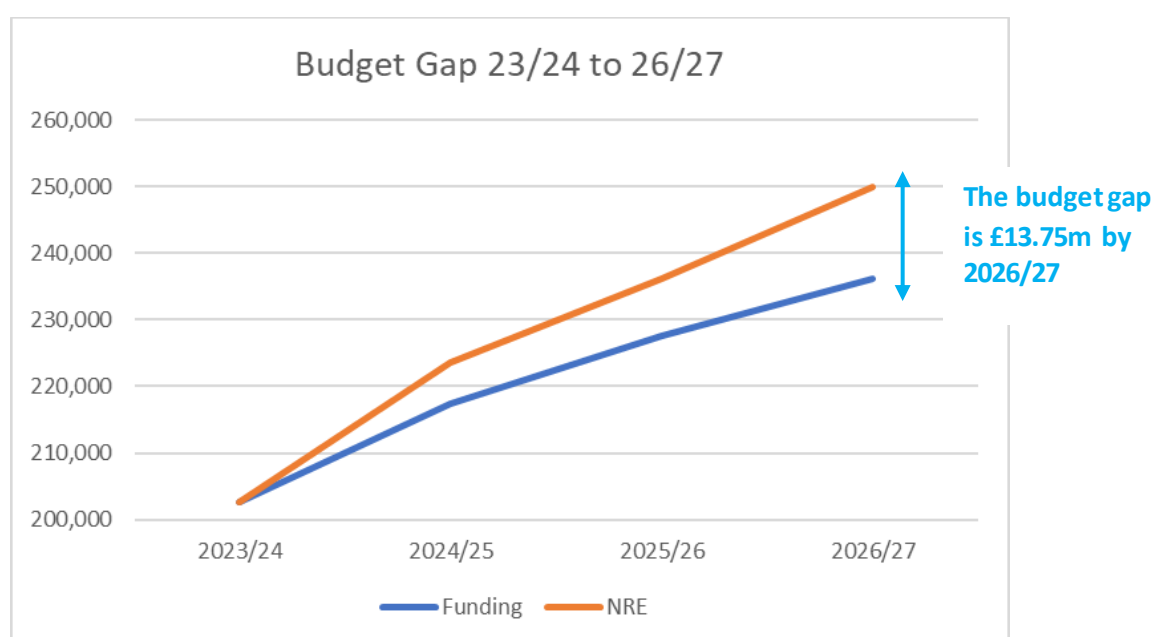
The updated Medium Term Financial Strategy (MTFS) position for quarter two has been fully updated with all assumptions and demand driven changes reassessed. This was a comprehensive review. This identifies **gaps of £6.2m in 2024/25, £8.6m in 2025/26 and £13.8m in 2026/27:**

The findings are summarised in Table 1 and Figure 2 below, outlining a breakdown of how the gap changes each financial year. It should be noted that as the Council identifies ongoing proposals to address the budget gap, the future years will reduce accordingly.

Table 1: Budget Gap	2023/24	2024/25	2025/26	2026/27
Funding	(202,634)	(217,441)	(227,613)	(236,230)
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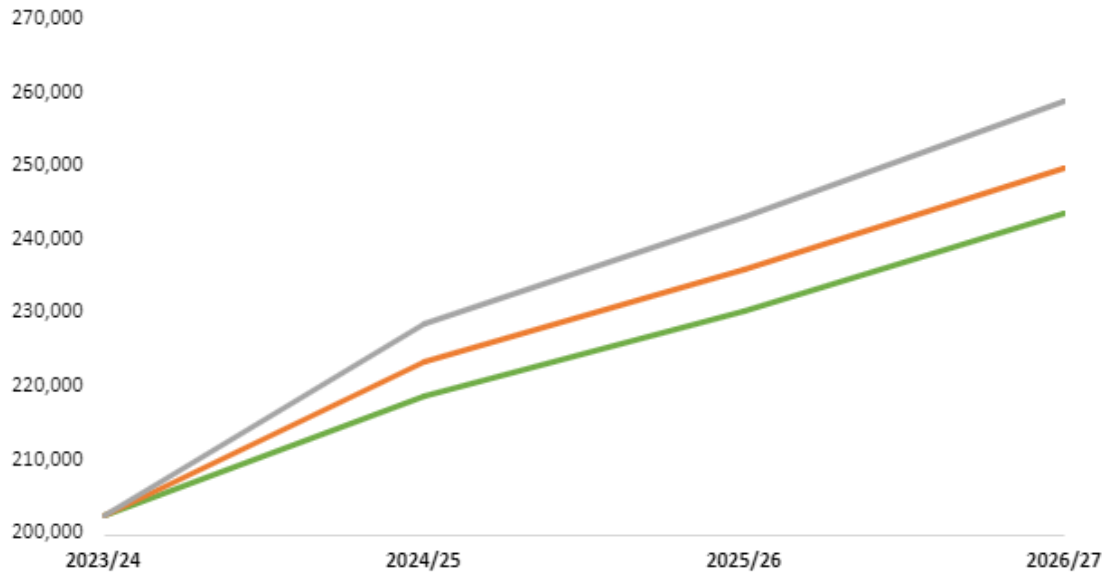
Figure 2- Budget Gap (£k)



2. Scenarios

All financial assumptions over the life of the MTFS have been reviewed and revised. Stress testing these is increasingly important in present times given the speed of change over the past two years. As part of this sensitivity analysis three scenarios have been considered, with the following graph summarising the outcome of these. The range of budget gap in 2024/25 spans from £1.7m to £11.4m, a £10.7m difference. This report is based on the midpoint assumption (represented by the orange line below).

Figure 3: Net Revenue Expenditure Sensitivity Analysis (£k)



3. Main drivers and action being taken

The main drivers of the pressures are:

- Inflation, most notably in energy costs in 2024/25 and adults care packages from 2025/26. This is responsible for £19.562m of the pressures over the MTFS period.
- Demand, especially in children's placements in 2024/25, in adults social care over the medium-term and in temporary accommodation. This creates £9.735m of pressures.

A full breakdown as to how the drivers affect different directorates in each of the three years is contained in Appendix Ai, at the end of this report.

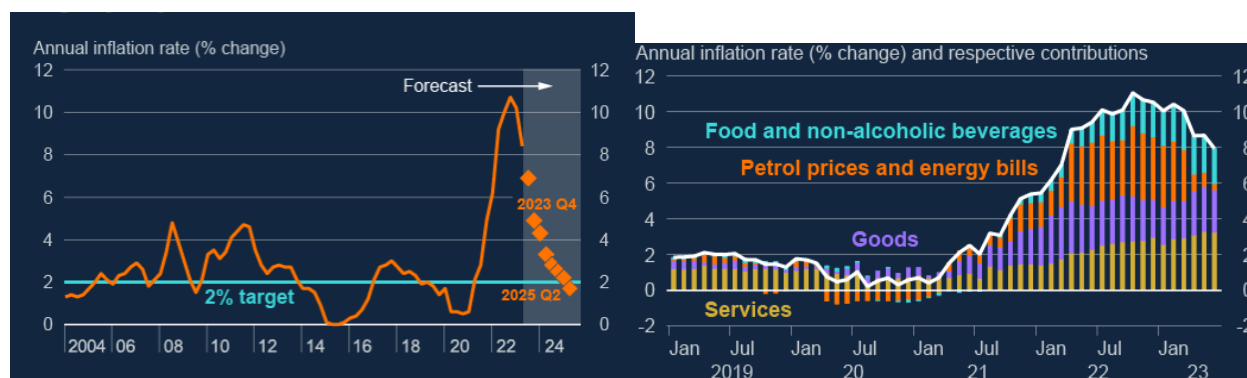
3a. Inflation

Inflation is responsible for pressures of £9.8m in 2024/25, £4.9m in 2025/26 and £4.9m in 2026/27. This is the primary driver of the budget gap over the MTFS, creating total pressures of £19.6m.

The Bank of England (BoE) [monetary report](#) (August 2023) has been used to inform the revised MTFS assumptions for our expenditure and income. The following graphs highlights that Consumer Price Index (CPI) inflation remains well above the 2% target. According to the [Office for National Statistics](#), CPI was 6.7% in the 12 months to September 2023. The current

projections are that inflation is expected to fall to around 5% by the end of 2023, with the target 2% being met by late 2024.

Graphs 4 & 5: BoE Inflation Projection and Drivers of inflation



Energy inflation

Higher energy prices have been contributing to the high rate of inflation. The Council’s energy prices will increase 20% in comparison to current budgeted levels in 2024/25, due to the nature of the energy contract the Council is in, which buys energy in advance.

The Council has put in place actions as part of an inflation strategy to mitigate the impact of inflationary increases in energy. These actions include reviewing energy use in all buildings and council facilities to use less energy to mitigate the increase. A workstream has been put in place specifically to tackle the energy pressure and to find ways to mitigate it.

Contract inflation

Contract inflation is also driving pressures; and the procurement team, having been recently insourced, are taking actions to drive efficiencies as some key contracts such as those that provide social care are linked to inflation. They are reviewing all contracts to ensure they reflect best value and meet established needs. At the same time the Finance team, together with the service, are reviewing all expenditure budgets, whilst at the same time maintaining a tight grip and control on expenditure.

Pay award inflation

Inflationary risks have already been identified in 2023/24 including the pay award. The assumptions within the MFTS are that the pay award is 4.5% in 2023/24 and 3% in the three subsequent years.

Pension rates are included at the rate of the latest tri-annual valuation carried out during 2022, covering the period 1 April 2023 to March 2026. The same rates have been assumed for 2026/27 as it is difficult to predict the outcome of the next tri-annual valuation.

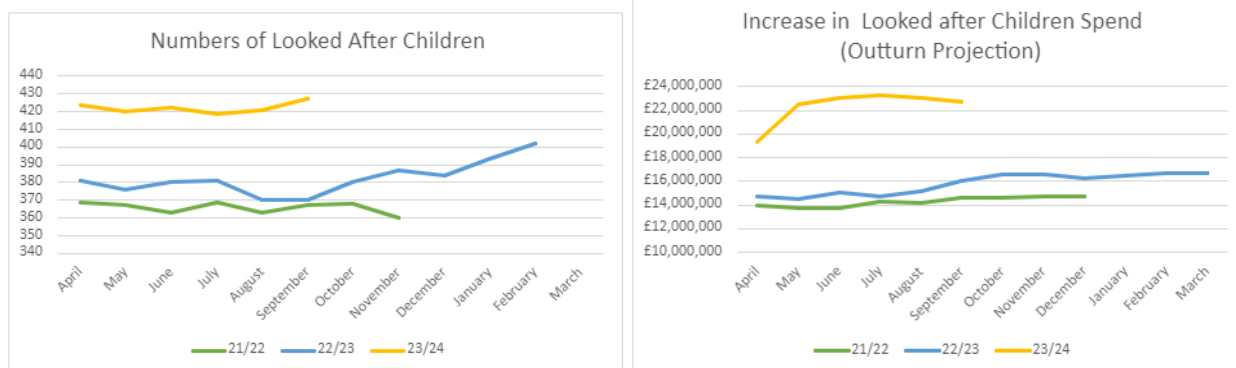
3b. Demand

Childrens Social Care Demand

The majority of the expenditure from within children’s is spent on supporting children in care otherwise referred to as Looked after Children (LAC). The numbers of Looked After Children has

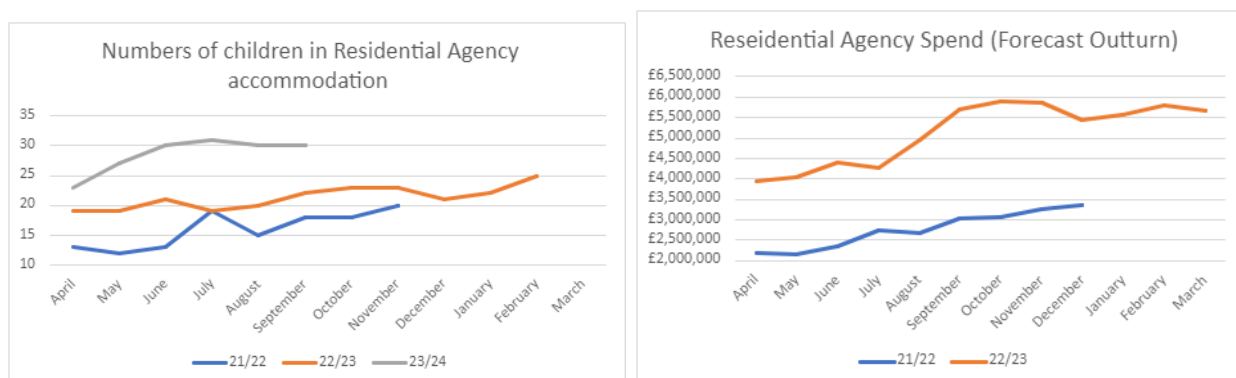
been steadily increasing from 369 in April 2021 to 427 in September 2023. This represents roughly a 16% increase in children's care placements in 2 ½ years, with some of these increasing costs further due to the complexity of their needs.

Graphs 6 & 7- Looked after Children



The most complex placements are the ones that have risen significantly. The number of children within Residential Agency Accommodation has increased from 13 in April 2021 to 30 in September 2023. This is a 131% increase in 2 ½ years. Due to increases in demand and complexity of these cases costs increased by 158% over two years.

Graphs 8 & 9- Residential Agency Numbers and Spend



Within the MTFs it is assumed that the increase continues into 2024/25, with £4m of children's demand pressures, and then in the later years the demand begins to stabilise due to the transformation of Childrens Services and the increase in other services such as fostering.

Work on transformation in Children's Services has started in earnest following decoupling. The monetary effects of this are not included in the MTFs but will begin to be in later versions, as the ambitions become more tangible. The only assumption due to this work currently is a £1.6m reduction in Childrens Services in 2024/25.

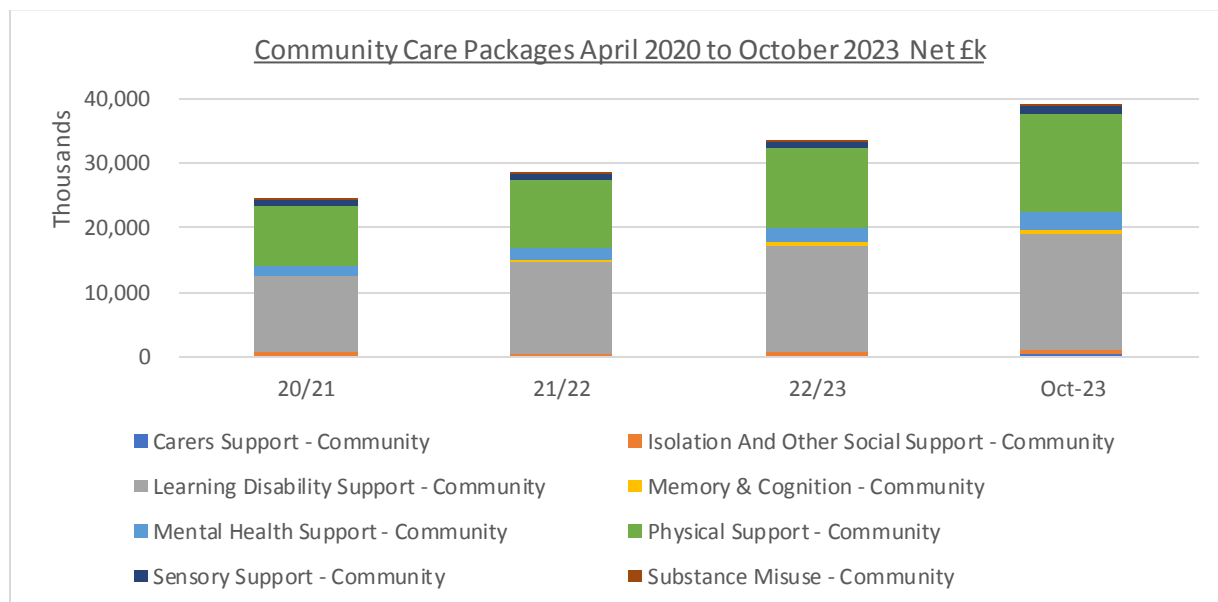
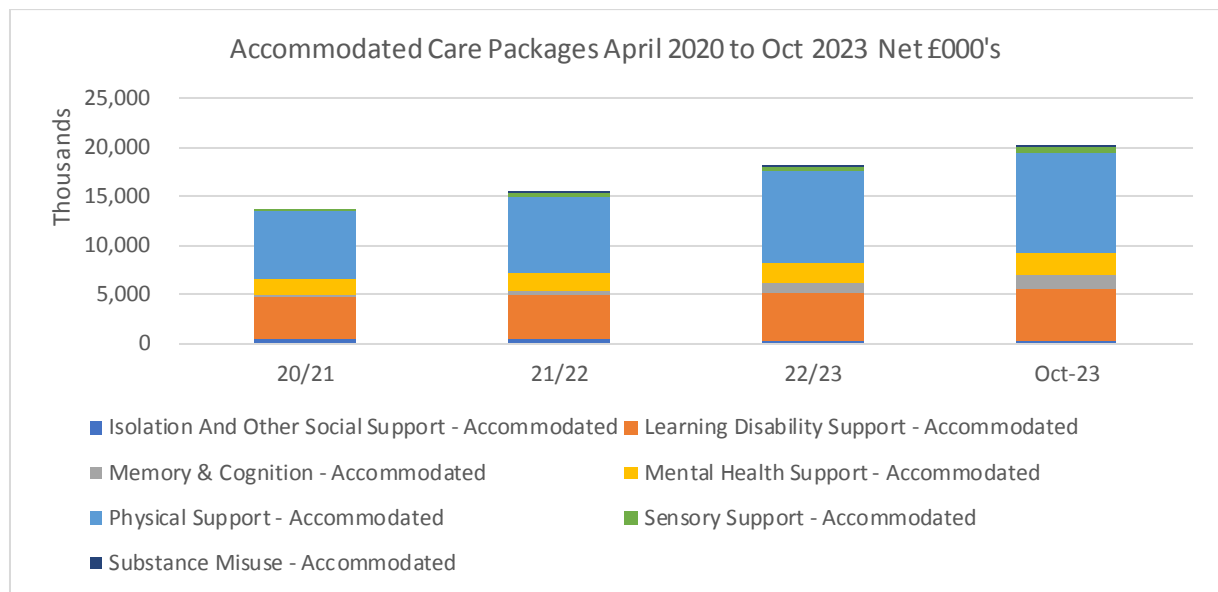
Adults Social Care Demand

Pressure on Adults Social Care (ASC) care packages continues to grow. The pressure is due to rising demand in a number of areas including community care and accommodated care for all age and client groups. A small cohort of complex cases continue to add to the more generic pressure. Operational and commissioning activity continues to review and find solutions that

meet need whilst trying to avoid additional costs and applying relevant funding tools to share costs fairly with health partners.

The graphs below show the steady increase in costs both in accommodated care, which increased by 59%, and community care, which has increased by 46%, over the past three years. This cost increase is predicted to continue over the period of the MTFs, with demand increasing the most at the end of the MTS period, in 2026/27, by £2.8m.

Graphs 10 & 11- Adult Care Packages over 3 years



Work continues to look at this care to create efficiencies. As previously mentioned in the report many contracts are linked to inflation and in particular the rise in the National Living Wage.

Temporary Accommodation

There is a pressure due to increased demand and complexity in Temporary Accommodation and Housing need, due in part to increasing housing costs. This is a national issue with homelessness increasing across the country.

The Council has set up a workstream to tackle this and is developing a plan to create a larger supply of accommodation upon which to call to reduce the use of bed and breakfast. This will reduce costs and provide a better outcome for residents. This plan is at an early stage of development and so the financial benefits are not fully developed and included in the MTFS.

4. Capital Strategy

4a. Capital Financing & Capital Programme

The capital financing costs are predicted to increase by £1.5m in 2024/25 due to the increased Bank Of England base rates, which currently are 5.25% and are predicted to remain at a similar level for the next two years.

An outline new capital programme is being brought together and developed and is undergoing refinement. Bids with outline business cases are presented to and assessed by the Capital Review Group and recommendations made on which projects can be taken forward for full business case preparation to the Capital and Transformation Board. The final proposed capital programme will refine the required capital financing revenue costs for the MTFS period. The [Capital and Investment Strategy 2023/24 - 2025/26](#) sets out a strategy that the Council will only borrow where absolutely necessary due to health and safety issues, a statutory duty or where there is a sound business case. The Council will look to fund the Capital Programme from grants, third-party contributions or capital receipts, and is pursuing an accelerated Asset Disposal programme to generate these receipts.

4b. Asset Disposal Programme

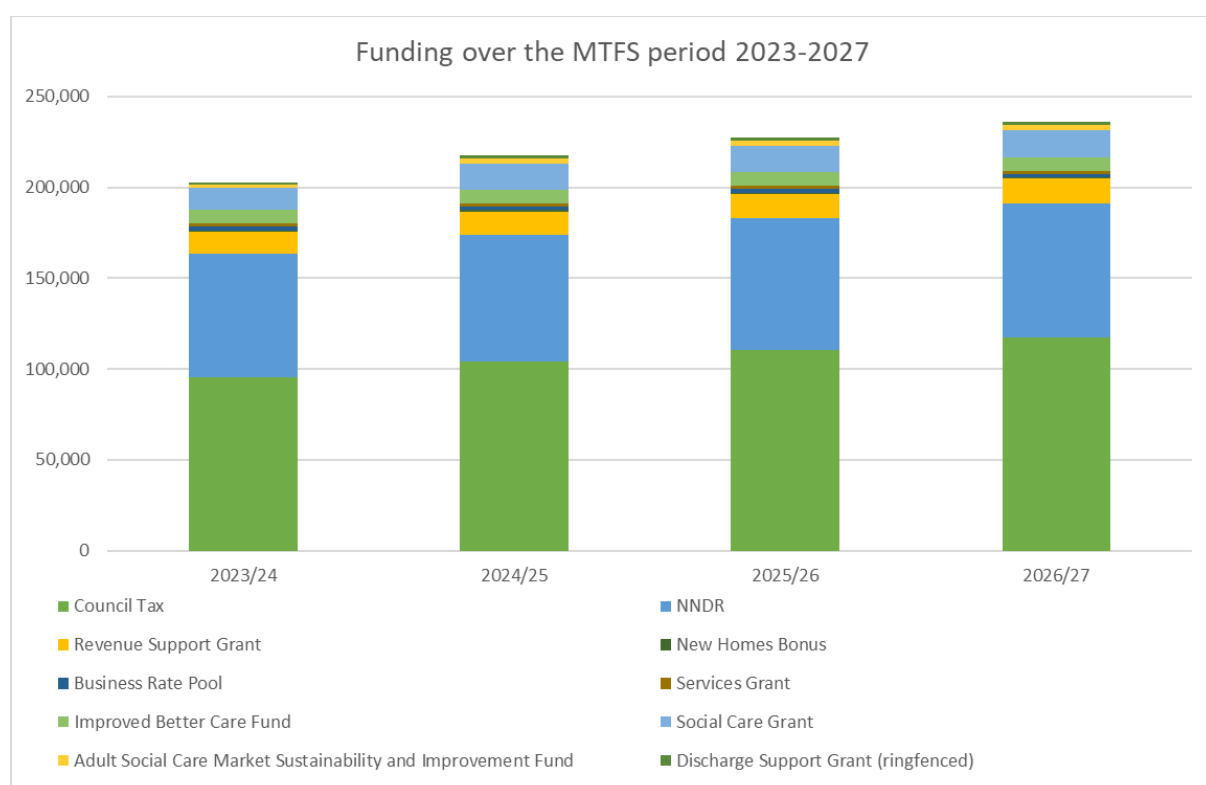
The Councils Property team are undertaking a detailed review of all assets, and at this time hope to achieve receipts of £10.7m in 2023/24 as a result of asset disposals. As part of the review process properties which are deemed surplus, not value for money, or not meeting current regulations are being considered for sale. Further work on this is coming forward as part of the Localities Review, including part of the rural estate, locality assets, possible development land options etc. However, it should be noted that the priority is to ensure the Council achieves best value under Section 123 of the Local Government Act 1972.

5. Funding Assumptions

Table 3 outlines the Council's estimated core funding levels in the current year and over the life of the MTFS. The majority of funding continues to come from Council Tax and NNDR, comprising 80-81% of the total budget, as the bar chart below demonstrates.

Table 12 and Graph 13: Funding over the MTFS Period (£k)

	2023/24	2024/25	2025/26	2026/27
NNDR	67,823	69,764	72,318	73,697
Revenue Support Grant	12,117	13,014	13,391	13,525
Council Tax	95,440	103,957	110,611	117,507
New Homes Bonus	811	811	811	811
Business Rate Pool	2,070	1,894	1,934	1,949
Services Grant	1,699	1,699	1,699	1,699
Improved Better Care Fund	7,480	7,480	7,480	7,480
Social Care Grant	12,287	14,280	14,694	14,841
Adult Social Care Market Sustainability & Improvement	1,858	2,794	2,875	2,904
Discharge Support Grant (ringfenced)	1,049	1,748	1,799	1,817
Core Funding	202,634	217,441	227,612	236,230



5a. Council Tax:

- **Assumed annual Council Tax increase of 4.99% in 2024/25, 2025/26 and 2026/27 (including adult social care precept of 2%).**
- Band D rate will increase from £1,587.08 in 2023/24, to £1,666.27 in 2024/25, £1,749.42 in 2025/26 and finally to £1,836.72 in 2026/27
- The Council Tax base for 2023/24 was set at 61,023.62, as outlined within a report to [Cabinet](#) on 19 December 2022 and forecast to increase by 1,000 homes each year from 2024/25, which equates to 780 Band D equivalents. This is based on historical local housing growth.

5b. NNDR (Business Rates):

- Business Rates Pool: Assumed based on the performance Cambridgeshire Local Authorities
- Business Growth: This includes specific growth in business rates based on planning and economic development information, including Fletton Quays, Great Haddon (Roxhill) and Flagship Park (Fengate).
- Business Rates income: Assumed this will increase in line with CPI. If the Government freeze the multiplier for businesses, local authorities will be compensated via section 31 grant based on an increase equivalent to the rate of CPI (September), as per legislation.
- Bad debt: A loss on non-collection equivalent to 1.2% of gross rates.
- Appeals: The appeals provision is forecast to equate to roughly 1.5% of the Councils total RV as per an assessment commissioned from advisors Wilks Head and Eve.

5c. Grants:

Overall, it is difficult to foresee how Local Government Funding Reforms will change the distribution of funding across local government. There has been no further consultation, and it is now highly likely to be postponed until at least 2025/26. The MTFS assumes that core grants will continue and will increase in line with CPI.

The Q1 MTFS assumed that the New Homes Bonus would continue for one year, this has now been assumed to continue for all three years.

6. Reserves

The General Fund reserve is increasing to 5% of net revenue over the life of the MTFS, to ensure it increases the financial resilience of the Council. However, other reserves are reducing over the MTFS period, most notably the innovation and inflation reserves.

All reserves, over the MTFS period, are shown in the table below:

Table 14: Reserves over the MTFS Period

	March 2023	March 2024	March 2025	March 2026
	£000	£000	£000	£000
General Fund	9,942	10,342	10,742	11,142
Departmental & Grant Related Reserve	10,300	7,359	5,537	3,847
Innovation Fund Reserve	23,784	3,935	3,402	3,216
Local Taxation Risk Reserve	9,555	8,382	7,982	7,582
Inflation Risk Reserve	11,532	5,014	5,014	5,014
Ring-Fenced Reserves	4,883	4,723	4,322	4,291
Earmarked and General Fund Balance TOTAL	69,996	39,754	36,998	35,092

Innovation

This reserve is also called the Transformation Reserve. It held £23.8m as at the last year end. It is currently predicted to reduce by £19.8m in 2023/24, with £3.9m remaining at March 2024. This is due to the level of transformation taking place across the Council. Further transformation is planned, through the Council's Portfolio Board's, over the MTFS period and the funding requirements for this will be developed over the next few months.

Inflation

This reserve was created to mitigate the financial risk resulting from rising rates of inflation. There is £11.5m within the reserve currently. £6.5m of this is forecast to be used throughout 2023/24 which will reduce the amount available for future years, even though inflation continues to be the greatest driver of pressures in 2024/25.

7. Transformation

The Council has four Portfolio Boards to drive transformation across the Council. These are driven by the [Sustainable Future City Council strategy](#), which sets out how the Council will deliver long-term improvements and meet the changing needs of residents, and the [Our City Priorities document](#), which sets out the proposed direction of travel for the Council to deliver this vision.

The vision includes building a Sustainable Future City Council which requires us to have an organisational structure that is built around needs, fixes the basics and delivers excellent customer services using a 'OneCity – OnePartnership' approach. This means looking at all aspects of not only what we do but how we do it, together with our City partners.

The four Portfolio Boards are:

- Places & Community; to improve health, community and children's confidence
- Economy & inclusive Growth; to grow the economy attracting well paid jobs, enable more affordable homes, ensure Peterborough is attractive with a healthy environment
- Prevention, Independence and Resilience; to better understand our community and links, and to focus on young people and those with social care needs, and
- Creating a sustainable future city council, which enables the governance to ensure the council's priorities are met and a sustainable budget is delivered

These Boards will identify and drive the opportunities for improvement, particularly where there are cross-cutting opportunities. These Boards will make services more efficient; creating savings in the medium-term which are mostly not yet quantified and so are not included in the MTFS but will create solutions to help tackle the budget gap in the medium-term. As transformation initiatives mature and a more comprehensive understanding of the benefits (savings, cost avoidance and better outcomes) emerges, these will be fed into the MTFS accordingly. Transformation will be essential to drive a sustainable budget over the MTFS.

In the short-term there are transformational targets built into base budgets which is why the Service Transformation changes in Appendix Ai are small as they are not shown separately.

To balance the budget in 2024/25 four workstreams have been set up address the primary drivers of pressure. These are looking at energy, children's demand, adults social care and temporary accommodation, and the outcomes of this work have not yet been fully quantified. As they are, they will feed into the MTFS.

Figure 15: Slides from the 'Our Improvement Journey' presentation about the Portfolio Boards

Places and Communities

We will:

- Improve people's health and physical activity.
- Improve safety and support people's sense of community.
- Improve children's confidence, resilience and enthusiasm for learning.

Our priorities

- Delivering partnership prevention hubs that provide more timely intervention and support for residents in need.
- Creating environments that encourage physical, cultural and leisure activities.
- Enabling community engagement.
- Providing public spaces that are safe, fit for purpose and welcoming.

The Economy & Inclusive Growth

We will:

- enable more affordable homes for local people
- attract well paid Jobs for our thriving and inclusive local economy
- make sure our places are attractive and vibrant
- treat our environment with respect and as a valuable asset for inclusive growth

Our priorities are:

- City council and citywide net zero
- City centre transformation
- New Local Plan
- New Housing Strategy
- Major growth and regeneration projects
- Skills and employment

Prevention, Independence and Resilience

We will:

- Better understand our communities.
- Link better with the community and voluntary sector.
- Focus on children and young people.
- Use technology to best support our residents with their social care needs.

Our priorities are:

- Integrated neighbourhoods – offering services tailored to local needs.
- Improving and modernising children's services.
- Making services more efficient, customer services more effective, and reduce the need for ongoing physical care and support.
- Improved education and training to improve life chances for some of our most vulnerable residents.
- Understanding and co-ordinating the range of community and voluntary services available.

Creating a sustainable future city council

We will:

- start negotiations with Serco.
- deliver a balanced budget in 2023/24, set a balanced budget for 2024/25 and identify future budget gaps.
- strengthen our approach to staff recruitment and retention.
- review our assets in line with the Capital Strategy.
- review current arrangements for oversight and governance for commercial activity and companies and ensure robust governance.
- ensure our ICT service is fit for purpose.

Our priorities are:

- Review of Serco services
- Medium Term Financial Strategy / Strategic Sustainability Framework
- People and Culture Programme
- Locality Asset Review
- Companies and commercial activity
- Digital, data and analytics

8. Risks

The Council assesses financial risks as part of its budget setting process and regular Budgetary Control Review. The Council also invested in a dedicated Risk Manager who oversees this and chairs a Risk Management Board, which is set up to challenge and support risk management across the Council and partner organisations. The output from this Board is considered regularly at Audit Committee. Some of the key risks identified will inevitably have an impact on the Council's financial position. These include:

- **Inflation** – risk that inflation does not come down as quickly as anticipated. The Council is mitigating these by maintaining control of expenditure, reviewing all contracts and establishing an inflation reserve to deal with any immediate financial pressures.
- The impact of the Economy on the **Council's income streams** - Council Tax & NNDR, of which now equates to 81% of the Council's core funding.

- **Increased service demand** - which could increase as a result of ASC reform, the cost-of-living crisis and rising complexity of need. The current drive from the Government to work with the NHS to speed up and increase the levels of hospital discharges will also have a long-term impact on our social care services.
- **NHS integration**- Integrated Care System (ICS) - and the risk resulting from health also looking to make savings.
- **Climate Change**- balancing the need to reduce the Councils carbon footprint and deliver financial sustainability.
- **Energy generator levy**- Proposed legislation for an Electricity Generator Levy is still in draft but could result in a Levy charge for the Council from January 2023.
- **Interest Rate risk**- the risk of the Councils budget being affected by changes in interest rates when refinancing maturing debt.

Appendix Ai

Budget changes by Directorate, for each year

	Base 2024/25 £k*	Pay	Inflation	Savings & Efficiencies	Service Demand	Borrowing	Cost & Income Pressures	Service Transformation	Income Generation	Budget 2024/25 £k
Children and Young People	48,456	0	2,764	0	4,001	0	473	(186)	0	55,508
Adult Social Care	72,129	0	2,529	(1,315)	(249)	0	0	0	0	73,094
Corporate Services	67,521	1,729	3,265	(1,549)	16	1,000	1,833	(250)	(242)	73,323
Place & Economy	23,262	0	1,242	(1,575)	208	0	485	0	(1,598)	22,025
Public Health	(332)	0	0	0	0	0	0	0	0	(332)
Total	211,037	1,729	9,800	(4,439)	3,976	1,000	2,791	(436)	(1,840)	223,618
Funding										(217,441)
Gap										6,177

	Base 2025/26 £k*	Pay	Inflation	Savings & Efficiencies	Service Demand	Borrowing	Cost & Income Pressures	Service Transformation	Income Generation	Budget 2025/26 £k
Children and Young People	55,580	0	1,071	0	853	0	160	0	0	57,664
Adult Social Care	76,601	0	2,730	(865)	901	0	0	0	0	79,368
Corporate Services	75,207	100	0	(122)	6	0	341	27	27	75,586
Place & Economy	23,187	0	1,070	(155)	3	0	0	(124)	(124)	23,857
Public Health	(332)	0	0	0	0	0	0	0	0	(332)
Total	230,243	100	4,871	(1,142)	1,763	0	501	(97)	(97)	236,143
Funding										(227,613)
Gap										8,530

	Base 2026/27 £k*	Pay	Inflation	Savings & Efficiencies	Service Demand	Borrowing	Cost & Income Pressures	Service Transformation	Income Generation	Budget 2026/27 £k
Children and Young People	57,737	0	892	0	933	0	150	0	0	59,712
Adult Social Care	81,138	0	3,011	(525)	2,754	0	0	0	0	86,378
Corporate Services	78,037	100	0	(30)	305	0	503	0	(73)	78,842
Place & Economy	24,629	0	988	(215)	4	0	0	0	(24)	25,382
Public Health	(332)	0	0	0	0	0	0	0	0	(332)
Total	241,209	100	4,891	(770)	3,996	0	653	0	(97)	249,982
Funding										(236,230)
Gap										13,752

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Appendix B- Budget Simulator Feedback- October 2023

The Budget Simulator launched on 19 September and closed on 31 October 2023. In total, 342 people completed it, an 83% increase on the 187 people who completed it last year.

The results show that on average people wanted to broadly protect, with reductions of 2.1% or less, the following service areas:

- Education and children's social care
- Cleansing, waste and recycling
- Transport and roads
- Community safety and neighbourhood services

On average, there were large reductions proposed, of 7.5% or more, for:

- Growing the city
- City centre and events
- Community engagement and cohesion
- Customer services
- Back-office services

Community activities and growing the city do not appear to be as important to the people that completed the survey. Similarly, customer services and back-office functions are not as important, perhaps as these are not things the residents experience or see the value of in the services they receive as they are not visible.

Interestingly, people wanted to, on average, increase spend on Public Health but that may have been skewed as there was not an option to reduce it as this funding is ringfenced by Government and cannot be spent on anything else.

On average people wanted to increase Council Tax by 2.42%, on top of the 4.99% already proposed. To enact this a referendum would be required.

The full results are on the next page.

All comments start on the following page.

Average **Expenditure** Change for Each Slider

% change

Average Expenditure Change for Each Slider		% change
Adult social care		
Commissioning - longer term care		-3.51%
Reablement and therapy		-2.87%
Community services - day opportunities, short breaks		-5.18%
Children's and young people services		
Education support services		-0.77%
Special educational needs and inclusion services		-0.35%
Social work and child protection services		-1.36%
Targeted Support – early help		-1.29%
Services for looked after children - fostering and adoption		-0.72%
Home to school transport		-3.63%
Public health		
Public Health		4.05%
Cleansing, waste and recycling		
Waste and recycling		-1.61%
City Cleaning		-2.12%
Regeneration and employment		
Growing the city		-8.54%
Transport and roads		-1.43%
Housing Needs		-2.87%
Communities and safety		
Community safety and neighbourhood services		-1.36%
Licensing and public protection		-4.08%
Community engagement and cohesion		-7.50%
Customer relations		
Customer services		-9.84%
Parks and leisure		
Parks, trees and open spaces		-2.57%
Culture and leisure services		-3.46%
City centre and events		-7.66%
Resources		
Constitutional and democratic services		-10.67%
IT and digital services		-7.65%
Finance, Internal Audit, HR, Communications, Legal and other support services		-10.26%
Property, procurement, commercial, health and safety		-9.42%

Average **Income** Change for Each Slider

Council tax	
Council Tax	2.42%

Comments (all)

<p>It is clearly an incredibly difficult challenge to reduce the budget by £5.1m as all of the potential impacts have direct and negative consequences on the people in our community. In reality, the detail of the individual budget areas would need to be known to look at how these broader savings can be better distributed.</p>
<p>Schools need more support than ever with special educational needs children - 9 students have been accepted into a standard primary school where they most definitely will not thrive without a lot of support, please consider this increase, my reasoning for customer services is that people will be willing to wait if its urgent, for constitutional and democratic services, the people just need to work efficiently with statutory services and put it at the top of their priority list.</p>
<p>Power to the people</p>
<p>I think that fundamentally you need to find a way to trust the staff you have and make their lives working for you as good as you can. I doubt my budget will do that as I've suggested cutting the hr and back office. I think you need to review your governance and make sure decisions are being made as low as possible. Put in place staff who are good at procurement and who can help spend the money as effectively and efficiently as possible to allow other staff to do their jobs. Don't interfere once decisions are made but support the staff as they deliver for everyone. Some of the things which will stop with budget reduction are things which probably shouldn't be happening anyway. You cut the grass too often and hack the bushes which provide better green infrastructure for residents. I saw little mention of the climate change crisis in any annotations. I didn't have time to watch the youtube and apologise to those people who have spent their time producing them. I did read as much as I could and it seems some that had smaller budgets perhaps had less time to write more meaningful explanations as some of them read similar over 5, 10 and more cuts. There's engagement with society and there's trying to get others to do your jobs for you. Please trust the culture you've put in place and the staff you have to work together across departments. Are there any departments who are complimentary and can link in visits and advice to the public? Your staff will know the answer. I don't agree with cutting adult social care as I've put in the budget nor did I think I'd agree with parks reduction in budget but when you see what it's being spent on maybe there needs to be some fresh ideas which are linked to having better green and blue infrastructure, some of the recent changes to landscaping for eg around the lido have made the place look much better and hopefully are less intensive on maintenance. JR's are very costly I agree so please don't put any budget in place which will make those more likely. I do think you need to increase the budget for people earlier in life so they make better choices as adults. I gather you've had to give back some funds eg for the vine, if that's the case maybe you need to identify your project managers in the organisation and give them more responsibility to see future projects through. Identify the skills you've currently got and make the most of those staff and all the volunteers and councillors you have. It must be hard to avoid politics when you're in politics but please try and you've asked us so listen to what we say. Instead of cleaning up after others is there a way that any council's helped people produce less litter. Personally I've always struggled with the bins in town not being clear enough if they're recycling or not. They look too similar. Could you paint some, and the benches are looking drab, they've not lasted long, could volunteers paint them? A lot of money was spent on making benches people didn't want to sit on if I remember rightly so we'd all shop more, how did that work out? Was it evaluated. What evidence do you already have and skills and knowledge already in the organisation to make this budget balance without finding yourself in the situation of other local authorities. I have no idea what your staff turnover is like and hope you are able to keep staff and allow everyone to work at their best without too much stress. Is there a way you can help residents help themselves, I'm convinced the gully's on my street haven't been cleaned for years, I do that regularly. What can we all do for public pride, I know the things I need to do that I need help with and will be looking to local charities, not the council to help me. I wish you well in balancing your budget but we are already half way through the year. Is the issue that government or the joint authority is making more decisions and needing</p>

money at a higher level. If that's the case I'm not sure what else you can do. Maybe make sure you're not doing anything that others are now responsible for. Focus on the things you need to do for your community. Peterborough has a vibrant active, strong village-like set of communities. Make use of them all in your activities. Once people and processes get stressed the whole thing can break down. Please reduce the stressors and make life fun for all, as well as you can. If you keep paring back on the things you might see as trivial you are inadvertently increasing stress in the system. It's the seemingly trivial to some, less costly things which keep humans going. Support the community centres; the festivals; the fun and the communities will be better able to support themselves. I remember when Glasgow turned itself around in the 80's. Instead of trying to attract others to visit, it focused on the city and what its residents wanted and would turn up to. It worked, they created an events programme the city turned up to bringing their family and friends and the tourists came too. Just a thought. I'm sure the councils staff, residents, councillors and partners have many good thoughts they can get behind and project manage to fruition. I've listened to a lot of other cities over the past couple of years talking about things they've done linked to climate action and greening cities and some of the common messages seems to be dream big, fail quickly, get up again and sometimes small things grow. Pull together, work together, thrive together. Ether comments as I'm not convinced anyone will actually read this or make any use of the suggestions those of us who are spending an hour or so of our time on here have put forward. I've used this exercise as a bit of self learning and to get me enthused to tackle my own personal budget issues. Best wishes, again, and sending positive thoughts.

Spending money on such a survey seems superfluous. Whilst this has taken up an hour of my time on a Sunday, councillors are elected to do a job alongside many very experienced and skilled council staff. Some of the departments seem to have very small budgets whilst the 5% changes for others are enormous. You could make a huge difference for a small increase and a large saving if you looked closer at supporting your departments with reduced corporate process. How sustainable are your parks processes. The areas where planting has changed the 'lawns' (outside the lido) are wonderful through the seasons. Less harsh cutting of hedges will be better for wildlife and cutting and removal of verge cuttings after seeding will make more bee friendly wildflower areas, you might need increased community awareness budget to explain why you're doing what you're doing and upskilling the current contractor. There seems to be little mention or awareness of green infrastructure and how important that is to a positive wellbeing for residents and those that work in Peterborough. Engaging your retired community to participate in more volunteering will be beneficial all around. Peterborough had wonderful volunteers during covid vaccinations. How are those individuals with amazing skills being used now. I might have made some decisions which will put us at risk. I've tried to make sure we are legal whilst cutting some of that budget. I don't understand how spending money on a footbridge when childrens services would improve so much with such a small amount can be justified. When you are already overspent I would urge you to find other ways of updating and promoting the regional pool without rebuilding. I was left feeling there were lots more information which hadn't been included here. Obviously some departments had more resources to input to this process than others. As a community engagement tool I'm sure it will provide discussion if it is used by people. It's been easier to comment online than trying to get in to comment on the public engagement of the changes to embankment which were unfortunately held during severe weather and I was unable to get in. If you can provide this sort of IT resource can you make something like this available when seeking public consultation for making planning

decisions? You are needing long term health support because you do not appear to be investing in the things which will reduce that need for long term health support. You have senior staff in house that I'm sure can advise you on Peterborough Budget much better than I can so please use them and find a way to listen to them better. They can tell you which services are severely under pressure. Stress on staff should be the main worry of any council as having staff functioning will provide much better services for the whole community and environment. There seems little mention of the climate crisis emergency which is a huge concern. Is it possible for every decision to be put through a quick audit (I know, I've cut the audit budget and also think that extra process should be avoided, can you lower your governance levels so decisions are made at a lower level in the departments) to ensure your decisions are not making the climate crisis worse by your choices. I have no idea if you have a climate change team but we've got PECT and presumably you listen to them. There's little mention of clean water, air quality and soil quality or of use of land and food security. It feels like you're spending a lot of money on keeping the council functioning, presumably with more and more processes and audits to make sure money's not wasted while with more trust in council staff and an increase of spending in some areas which are currently working within very small budgets compared to others, such a huge difference could be made to people lives which will benefit the city overall. You can learn a lot by what the staff feel are their values. From the report earlier this year your values are: inclusive; respect; integrity; transparent; collaborative, innovative. From the wording in this consequences budget simulator I'm surprised Trust didn't come out but maybe it's within respect and integrity. Trust your staff. Trust Peterborough. Follow your values and you will balance the budget, not put us in risk as many others are doing and continue to make Peterborough a greener, better, multicultural place to live, work and play. Thank you for asking for my views but I don't think you need them, your staff are plugged into the whole community across Peterborough and your councillors should be representing our views to help keep Peterborough within statutory requirements whilst stretching as a city and providing innovative solutions to today's challenges. Wishing you all the best to stay within budget and find ways to increase the budget without going into special measures. You will notice I chose not to increase the council tax and was interested in the order that you put choices, I deliberately went bottom up to find where the most budget was going in the first place. Constantly stripping small amounts of money from poorly funded departments is not the answer in my humble view. You need to challenge your ambitions and see who's benefitting from any business decisions to make sure you stay honest. I am also wondering who's reading this and I'm sure your time could be spent doing something more important than listening to my ramblings of a Sunday morning. I have no skills in finance and do not work in that areas. I do understand how hard it can be to navigate procurement process and how making that process more trusting and streamlined will help everyone who works for the Council and the rest of us as residents and users of your services.

Simulator options are too restricted, For instance a 2% reduction in adult social care would have less consequences than the 5% option available. There are savings to be made in adult and children social care services. 5% of the budget on these services is over the top albeit within a statutory framework. These budgets do contain the nice to have as well as the statutory minima. The city has grown at a faster rate than the national average and that has not brought wealth to the city average earnings have fallen in comparison to the national average and that is down to attracting low wage business to the city Amazon and Ikea to name but two Peterborough is transforming in to a storage and distribution centre. Businesses are closing because of the low wage economy and inflationary pressures. recognise the realities.

It was really good as there were a lot of realistic options available

Tory Peterborough...

We don't need to grow the city, we need to invest in what we already have. And focus on the environment and climate change

Essential to tidy the city impressions count and will increase visitors as the regeneration around Key Theatre have shown
Why have you allowed me to reduce spending somewhere which would result in the spending being reduced in statutory services which you have said is illegal? On top of that, I reduced spending in multiple areas and the picture being painted is that you would be forced to not meet statutory obligations. So are you saying that we are on such a dire position that the only option we have is to not meet statutory obligations? There's no way around it at all?
People's health and safety must be a priority, preventative health care and safe streets a must.
This is your mess to sort out
Use of AI in customer services should result in no less in SL. And reducing costs where I have are better than not investing in children and homeless.
Its a cost that I would be willing to take if it mean our services to keep the running of the city are kept as they are whilst also balancing the budget
Is every pound being spent in the most efficient way today? Change processes on how budgets are spent, think much more commercially / like the private sector. Move forward with creative & more collaborative ideas to better utilise current resources. It's too easy to stay with processes because that's 'how we do it' - times have changed so councils need to change too & operate with much more financially-focussed mindsets. Increase car parking charges, charge homes for bins, close/sell under-used community centres/ unused council building spaces, stop holding annual ward elections (big waste of resource!), challenge 'statutory' services that were set 50years ago under very different circumstances. Validate every pound of spend, including on staff & agency staff as likely a proportion of staff not being fully utilised efficiently. Review HR processes so those continually off sick are not automatically entitled to full salaries. Ensure all managers of all levels are working to the same standards and are accountable through quarterly performance reviews. Recruit the right people, as all levels. Is the level of internal employment grievances / internal audits acceptable? How much resource is diverted in these areas due to poor management? When in-house is running more efficiently, the wider impact is spend on services is spent more efficiently. Be clear with city residents too what is 'council responsibility' - council housing is not a given in 2023 for example for the majority.
REDUCE THE TOP HEAVY Management staffing far too many levels of management which wasnt in place before they worked with Cambs
Given such small % reductions make proportionately large savings when compared to other budgets, there must be ways that this service can work more effectively. My experience with some Adult services gives the impression that there is some level of disorganisation that could lead to efficiency savings.
An inability to select anything other than " No change " OR " +5% ", on council tax, illustrates how pathetic those responsible for that option are.
Higher standards for what exists, cap on consultant and contractor pay in line with local rates, make areas of development pay.

Cut the councillors salaries and expenses because most of them do nothing. The tax payer needs value for the money they pay. I don't want to pay to transport children to school I apologise for the directness of the comment but they already receive benefits pip and other mobility help. Help the working tax paying person. We need better healthcare more dentists we can access. Give us parking spaces. Focus on the working individuals who are actually contributing to society instead of making it difficult for them to live in Peterborough. I have witnessed Peterborough go down hill especially over the last 5 years. I used to love my city now I am embarrassed. You hand out contracts for child services to private companies however they do not deliver value for money. Stop paying them from an endless pocket and make them accountable. Drive the freeloaders away not the workers

Take a pay cut instead of keep voting for your own Pay raisers you are paid to much and do to little

Start jailing thieves & criminals or the people WILL deal with them ourselves. We can only take so much.

Why can I only reduce growth by 1m - don't build the bridge at keys site, it is a luxury. Don't loan Hilton hotels money, the list goes on. It is clear that this is designed as a tool to put up council tax (one sided options - no consequence text for a tax increase - how about pushing more Peterborough residence into poverty, costs go up but nothing improves), just do it, you will anyway!. No option for just a bit of a council tax rise - 5% or nothing. Patronising level of detail and consequence that are purely gaslighting - close paddling pool, bins collected every 4 weeks. Actually just overspend! - get the government auditors in as Peterborough needs a mighty shakeup starting with with the leader of the council - he is just a gaslight to Peterborough residents now.

Tax the developers and improve the roads

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Appendix C: Disposal Plan				
Sites	Asset Type	2023/24	2024/25	2025/26
POSH Ground	Football Ground	✓	✓	
Peterscourt	Office	✓		
Land at Fletchers Farm	Land/GP Shed	✓		
Rural Estate 1 - Avenue Farm	Rural	✓		
Rural Estate 2 - Eardley Grange Farm - Wrights Drove	Rural	✓		
Rural Estate 3 - Steam House Farm	Rural		✓	
Rural Estate 4 - Olympia Farm	Rural	✓		
Rural Estate 5 - Lodge Farm Thorney	Rural		✓	
Rural Estate 6 - Turves Farm	Rural	✓		
Herewards Cross	Ground Lease	✓		
Hallfields Lane	Open Space	✓		
16 Royce Road	Land	✓		
441 Lincoln Road	Day Centre/Office/ Support Hub	✓		
Thorney CC	Community Centre	✓		
Thorney Library	Library	✓		
Northminster House	Land			
Wellington Street Car Park - PART	Car Park			
100 High Street Eye	Covenant	✓		
Punch Tavern, Herlington	Land		✓	
Eye Youth Centre & Library	Community Centre & Library		✓	
Thorpe Road	Registry Office		✓	
Land at Angus Court	Land		✓	
49 Lincoln Road	Office		✓	
Chauffeurs Cottage	Office		✓	✓
Various	Ground Leases		✓	✓
Locality Review Assets	Buildings		✓	✓
Domestic disposals	Land		✓	✓
Self build plots	Land		✓	✓
Residential Development Plots	Land		✓	✓
Electricity Sub Stations	Land		✓	✓
Garage Sites	Land		✓	✓
Middleholme	Land			✓
North Westgate	Land and Buildings			
TK Maxx	Building		✓	
New England Complex	Community Asset		✓	
Herlington Centre	Retail, ground rent, car park, etc			✓
Wellington Street car park - whole	Development site		✓	
The Barn & Rear Land	Community Asset & Land			✓
Hodgson Centre	Community Asset			✓
Bluebell Rooms	Community Asset			✓
Matley CC	Community Asset			✓
Southfields CC	Community Asset			✓
Stafford Hall CC	Community Asset			
Showman's Guild & Thistle Drive CC	Land & Community Asset			
30 Cromwell Road	Community Asset			
318 Gladstone	Community Asset			
Stanground Library	Library			✓
Green Backyard	Land			
Moore Farm	Rural			✓
Eardley Grange, Speechleys Drove	Rural			✓
Willow Drove Farm	Rural		✓	
Grays Farm	Rural		✓	
Land at Hall Lane, Wittering	Rural		✓	
Thorpe Hall Covenants	Covenant		✓	

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Appendix C- Timetable

This table outlines the key meeting dates in relation to the MTFS and setting the Budget for 2024/25:

Table D: Timetable

Date	Meeting	Report/ meeting notes
22/11/2023	-	Autumn Statement
04/12/2023	Cabinet & Consultation	Launch Budget Consultation
December 2023	-	Funding Settlement
18/12/2023	Cabinet	Council Taxbase and Collection Fund Position
07/01/2024	Consultation	Close Budget Consultation
22/01/2024	Joint Scrutiny	Draft MTFS (Q4 update) & Budget Report and recommend any changes to Cabinet
12/02/2024	Cabinet	To approve the Final MTFS (Q4 update) & Budget Report and recommend to Council
21/02/2024	Council	To approve the Final MTFS & Budget Report including: MTFS Q4 update Treasury Management Capital Strategy Reserves Strategy Asset Management Plan Budget Setting Report, including: * Council Tax Resolution * Any Final amendments as a result of the Final settlement * Revenue and Capital Budgets for 2024/25 * Section 25 (Robustness)Statement

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CABINET	AGENDA ITEM No. 11
13 NOVEMBER 2023	PUBLIC REPORT

Report of:	Executive Director of Corporate Services and S151 Officer	
Cabinet Member(s) responsible:	Councillor Howard, Deputy Leader and Cabinet Member for Corporate Governance and Finance	
Contact Officer(s):	Cecilie Booth, Executive Director of Corporate Services and S151 Officer	Emma Riding, Service Director- Financial Management & Deputy s151 Officer

BUDGET CONTROL REPORT SEPTEMBER 2023 - QUARTER 2

RECOMMENDATIONS	
FROM: Executive Director of Corporate Services and S151 Officer	Deadline date: N/A
<p>It is recommended that the Cabinet notes:</p> <ol style="list-style-type: none"> 1. The budgetary control position for 2023/24 as at 30 September 2023 which outlines a forecast overspend of £6.4m. 2. The key variance analysis and explanations are contained in section 4.2 and Appendix A to the report. 3. The Council's performance with respect to Business Rates (NNDR) and Council Tax Collection, as outlined within Appendix B to the report. 4. The Council's Capital Programme performance as outlined in section 4.6. 	

1. ORIGIN OF REPORT

1.1 This report is submitted to Cabinet to provide an update on the Councils forecast Outturn Position for 2023/24, following review and consideration from the Corporate Leadership Team.

2. PURPOSE AND REASON FOR REPORT

2.1 The purpose of this report is to provide Cabinet with an overview of the Councils forecast outturn for 2023/24, as at 30 September 2023.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.12, *'To be responsible for the Council's overall budget and determine action required to ensure that the overall budget remains within the total cash limit'*.

3. TIMESCALES

Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting	N/A
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4. BACKGROUND AND KEY ISSUES

4.1 Revenue Summary

At the end of quarter 2, the forecast outturn position for 2023/24 is showing a projected overspend of £6.4m. The key drivers for this include a rise in the number of families and single people requiring temporary accommodation and an increase in the number and complexity of placements within Childrens Services, with one single case forecasting to cost the Council in the region of £2.6m.

The Council has identified a number of budgetary risks (covered in section 4.4), which have not yet been reported within the financial position. These are being closely monitored with and are supported by mitigation plans to reduce the financial risk as far as possible. The risks identified are similar to those being highlighted by other Local Authorities and includes the cost of meeting the rising demand for services such as housing, children's and adults social care, delivering elements of the savings programme and inflation.

Inflation remains high at 6.7% and continues to put pressure on the Council's costs. The Council established an inflation reserve which it is using to smooth the impact of any immediate and unavoidable inflationary pressure, while plans for the longer-term are developed as part of the budget setting process.

As outlined in the [June BCR report](#), a number of controls were put in place and will remain in place to support the delivery of a balanced budget by the end of the financial year.

The following table below sets out the Council's Forecasted Position by expenditure type:

Table 1: 2023/24 Forecast Position- Subjective Analysis Excluding DSG

Subjective (excluding DSG)	Budget £000	Actual £000	Forecast £000	Variance £000
Employees	75,534	33,871	74,063	(1,471)
Premises	17,143	9,118	17,776	634
Transport	7,052	2,715	7,332	280
Supplies and Services	113,396	50,335	118,758	5,363
Third Party Payments	56,011	23,473	56,649	639
Transfer Payments	71,360	41,009	75,597	4,236
Income	(167,002)	(84,117)	(170,240)	(3,237)
Financing Capital Expenditure	34,031	6,837	34,031	0
Total	207,524	83,241	213,968	6,443
Financing	(207,524)	(187,222)	(207,524)	0
Net	(0)	(103,981)	6,443	6,443

- **Employees:** This includes agency and salary costs and is currently underspending by £1.5m due to a number of restructures and vacancies across the organisation

- **Supplies and Services:** spread across all directorates from which highlights Childrens Commercial Operations £2.9m, Place & Economy additional expenditure on refugee support and relocation £1.4m.
- **Transfer Payments:** mainly relates to the pressure reported for Children's Social Care Placements.
- **Income:** Mainly due to Clare Lodge following recent positive Ofsted review the occupancy levels are expected to increase up to 9 in March which will in turn generate a potential income above budget.

4.2 DIRECTORATE SUMMARY

The following table summarises the forecast outturn position by directorate:

Table 2: 2023/24 Forecast Position- Directorate Analysis

Directorate	Budget £000	Actual £000	Forecast £000	Projected Variance £000	Overall Status
Place & Economy	23,202	7,982	24,479	1,277	Overspend
Children and Young People	48,511	(19,736)	53,879	5,368	Overspend
Adult Social Care	65,651	32,623	65,101	(549)	Underspend
Public Health	(358)	(3,987)	(358)	0	On Budget
Corporate Services	37,392	23,457	37,740	348	Overspend
Capital Financing	33,126	6,437	33,126	0	On Budget
Total Expenditure	207,524	46,776	213,968	6,443	Overspend
Financing	(207,524)	(187,222)	(207,524)	0	On Budget
Net	(0)	(140,446)	6,443	6,443	Overspend

The following section summarises the key variances (see Appendix A for a further breakdown):

Adult Social Care

- **Pressures:** There is additional demand on accommodated and community-based care packages across most client groups of net £1.2m which has been fully mitigated by utilisation of the additional Workforce Fund grant received in 2023/24, therefore having a net nil impact on the position.
- **Favourable:** The favourable position in this area is largely attributable to staffing costs in the Adults and safeguarding area due difficulties in recruiting to posts and the shared service arrangements due to end.

Children and Young People Pressures:

- **Children's Commissioning £4.2m** due to Children's Social Care Placements. The main cause of this pressure is a high-cost placement which is forecast to cost around £2.6m.
- **Schools Direct Revenue Financing £0.3m.** due to a change in approach, to reduce borrowing costs, in line with the Capital Strategy. This will be considered as part of the 2024/25 budget planning process.
- **Transport £0.1m** due to increase in the number of Looked after Children placed out of the city.
- **Children's Operations £0.3m** due to the need for additional Social Care agency staff and additional staffing costs resulting from the decoupling of shared Children's Social Care Services with Cambridgeshire County Council.

Corporate Services Pressures:

- **Legal Services £0.1m** pressure principally due to the additional costs of an Interim Head of Legal Services role and an increase in the use of external solicitors due to staff shortages in certain areas.
- **Peterborough Serco Strategic Partnership £0.2m** due to the inflationary increase on the contract payments exceeding the amount assumed in the budget for contract.

Place & Economy

Pressures:

- **Housing Needs £1m** The Council continues to face higher demand and complexity in Housing Needs. The risk of pressure in the Temporary Accommodation budget has been identified for some time, and the measures to mitigate this are set out in the risks section of this and previous reports. The projection based on the forecast demand and the mitigation plan is that there will be a residual pressure of around £1m.

- **Culture and Leisure £0.4m** This is related to two issues: a net pressure caused by the unexpected closure of the Regional Pool, and delays in establishing the subsidiary company which will run leisure, libraries and heritage services.
- **Safer Communities £0.3m** mainly due to reduced income in on-street parking fees and pedestrian area trading due to a government enforced flat rate. On-street parking fee increases are expected to be implemented in January 2024.

Favourable:

- **Safer Communities £0.6m** due to an NNDR rates refund of previous years Car Park.

4.3 SAVINGS PROGRAMME

The savings programme is being monitored by the Capital and Invest to Save Board to review, challenge and provide support to each directorate to ensure the Council’s £14.8m savings plan is being delivered.

The following chart summarises the current RAG status of the 2023/24 Savings Plans, outlining:

- 59% are categorised as blue (realised) and green (low risk to achievability in year)
- 37% as amber (moderate risk to achievability in year)
- 4% as red (high risk to achievability in year)



At the end of quarter 2 the Council remains confident it can deliver the full programme by the end of the year and will use the RAG rating to identify where additional oversight and support needs to be focussed. The board is looking at options for mitigation and will keep monitoring this to ensure the savings are delivered in full. The following section outlines the top 5 high risks:

- **Peterborough Ltd (Aragon Direct Services) - Transformation & Company Restructure (£0.250m)** – Progress is being made with officers and Peterborough Ltd meeting regularly to identify saving opportunities, however it is unlikely these will be achieved this year.
- **Waste- Recycling saving as a result of the Education & Communication function (£0.215m)** - The Coordinator is now in post. The current recruitment round is proving to be more successful with three potential candidates secured so far and waiting for interviews to be finalised.
- **Home to School Transport Restructure and Transformation (£0.050m)** – A combination of factors have made this saving difficult to deliver and as noted in section 4.4, a further budget pressure is likely. The factors impacting this include an Increase in number of transport applications, appeals due to lack of school spaces and Increased transport issues due to relatively new operators on DPS, complexities of students and travelling further distances
- **Energy, Environment, Climate Change- Energy measures - Local Energy Advice Partnership Solar Together (£0.018m)** - Cambridgeshire County Council (CCC) were due to consider whether or not to continue to participate in Solar Together at a meeting on 12 October. They decided to withdraw this item from the agenda and instead ask their district councils if they would be willing to participate

individually. As of yet, we do not know the decision of the districts and unfortunately Peterborough is not able to participate in this scheme without the support of a wider geography.

- **HR: Shared Service Arrangement & Apprenticeship Levy (£0.048m)** – a portion of the total saving is unachievable as this relates to a shared recruitment and retention team with CCC. As a result of the redesigned HR service, a recruitment and retention team is being created to focus on Peterborough only. This will support the plan to increase the permanent workforce and reduce reliance on agency staff at a greater cost. It is expected that more significant financial benefits will be achieved across the Council as a result.

4.4 KEY RISKS

The following table outlines the Council’s current known budgetary risks. These have not been fully incorporated within the forecast outturn position as the anticipated pressure has not yet materialised. The strategic direction and approach to mitigating these risks are considered and implemented.

Table 3: Budgetary Risks at 30 September 2023

Key Risk	Value	Risk Description	Mitigating Action
Environmental Enforcement income	£0.1m	Underachievement of income on Fixed Penalty Notice income within Environmental Enforcement. At present it is not reported as a projected overspend as there is a focus on reducing this or identifying alternatives to mitigate the financial impact.	The pressure on this budget area currently £0.1m, we have reduced the salary costs, will be removing posts and reducing spend in this area. Work to mitigate the £0.1m pressure will take place across the Safer Communities budget area.
Culture & Leisure Services	£1.2m	There is a risk that service reorganisation will not sufficiently reduce costs to offset expenditure pressures and meet the saving target. A new risk is yet to be quantified in relation to RAAC being confirmed in the Regional Pool which will impact income. This may be offset in part by savings on running costs and diverting activity to other sites, but impact is yet to be fully understood.	Cabinet approved the proposal to offset this pressure (18 Sept) through the establishment of a Subsidiary to ensure it is able to operate in the most financially viable way. Work is now underway to urgently establish this by Mid – Late October. This will mitigate this pressure down to £0.4m (as reported within the forecast position)
Housing	£2-3m	Risk of pressure on temporary housing accommodation budget.	A taskforce has been put in place to work towards reducing/eliminating the use of B&B accommodation- focussing on increasing the supply of alternative accommodation through private sector leasing, increase of "move on" accommodation through increased incentivisation, and relationships with private rental sector as well as demand management activity. These actions are expected to mitigate the risk down to the residual £1m pressure reported in the forecast position.
Children's Social Care High-Cost Placements & Short Breaks for Children with disabilities.	unknown	The current level of high-cost complex placements within this area means that the Council is carrying a significant pressure. As noted above, placement searches are ongoing to identify more suitable placements for these young people.	Development of a Children's Transformation Programme underway. Commissioners are working with providers regarding group provision and to encourage more providers into the market.

		There are more children presenting for short breaks or support from the children with disabilities team with multiple and complex needs.	
Home to School Transport	£1m	Early indication is there is a £1m pressure for Education Home to School Transport. The estimate is currently being validated by the Passenger Transport Team and Finance. There are also over 200 applications for transport which are still to be processed.	Only children who meet the criteria for School Transport under the Council's policies will be provided with transport. Where financially advantageous, Parental Mileage or Personal Transport budgets will be provided. This risk is also being driven by a shortage of schools places, which will require addressing in the longer term with the creation of new places (new schools or extensions to current schools) A new system is being implemented from November 2023 (delayed) and savings plan are being developed.
Adults Social Care- Commissioning	Budget Planning work to support the value ongoing.	The volume of uplift requests has continued to grow in number, but also in the level in which providers are asking for. This is coupled with the complexity of care and support plans which need to be commissioned.	Reviewing and challenging each request to understand the inflationary needs of providers and articulate the reasoning. Potential to access the Inflation Reserve being held corporately to manage in-year pressures.
Inflation	£6.5m	Inflation rates have remained high, with the latest ONS forecast rates of 6.7% (CPI). This is impacting the cost to the Council for providing services. Particularly on the following budgets: <ul style="list-style-type: none"> Electricity and Gas (inc Street Lighting)- £3m Energy Income (ERF)- £2.6m Pay award (latest employer offer for 2023/24 represents a £0.9m pressure) 	The Council is monitoring the economic position and where possible putting mitigations in place to reduce the risk exposure to these external factors. In addition to the Inflation reserve which is in place to mitigate any immediate inflationary pressures. Officers are developing an energy reduction strategy to include the impact on ongoing and future activities such as the Locality Asset Review, issues with the Regional Pool, lettings at Sand Martin House and invest to save initiatives.
Savings Plan Delivery	£0.6m-£5.4m	The Council set a budget for 2023/24, which included a £14.8m transformation and savings programme. There is currently £0.6m of the plan identified as High (red) risk and £5.4m as moderate (amber) risk.	Officers and members are committed to the delivery of the savings. Where there are delays in delivery against the plans mitigating savings are being put in place. This is being monitored in a monthly Capital and Savings board attended by the Executive Leadership Team.

The following items are no longer being reported as high risk, the following table provides an update on these:

Key Risk	Value	Risk Description	Mitigating Action
Energy Generator Levy	£2.3m	The Council generates Electricity from its ERF. New legislation for an Electricity Generator Levy, was unclear and it was thought the Council could be liable for the Levy charge from January 2023 (estimated to be £2.3m for 22/23 and 23/24)	Legal advice has now been received which outlines the Council will not be liable for the energy generator levy.

Serco	£1.6m	Savings targets established within the 2022/23 budget were achieved on a one-off basis last year are now carried forward into 2023/24 with the addition of new and increased targets.	In year this savings target has been fully mitigated via other solutions. The Council is in discussion with Serco around the future delivery model for these services, which will support the delivery of this ongoing saving.
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4.5 RESERVES

The following section and table summarise the current forecast reserves position:

- General Fund stands at £10.3m, with £0.4m being moved to this reserve in line with the Council reserves strategy.
- The Innovation Fund is used to fund the current overspend which at present is £6.4m and the cost of transformation and the improvement plan.
- Departmental & Grant related reserves are usually grant funds which have been received in advance for specific projects covering multiple years. This includes balances for schemes such as the Ukrainian refugee scheme £0.8m, integrated communities £0.4m and Dedicated Schools Grant (DSG) £4.5m.
- Ring-Fenced Reserves are held for a specific purpose. These include Insurance, Schools Capital Expenditure, Parish Council Burial Ground, Hackney Carriage and Public Health reserves.
- Inflation Reserve was established to provide the Council with a safety blanket to mitigate the financial impact of any immediate inflation related financial pressures.
- Tax Income Reserve is being used to mitigate the pressure from the Business Rates Pool Forecast, which has arisen due to a change in the pool levy rate following the revaluation.

Table 4: Reserves Position

	Balance at 31.03.23	Est Bal at 31.03.24	Est Bal at 31.03.25	Est Bal at 31.03.26
	£000	£000	£000	£000
General Fund	9,942	10,342	10,742	11,142
Departmental & Grant Related Reserve	10,300	7,359	5,537	3,847
Innovation Fund Reserve	23,784	3,935	3,402	3,216
Local Taxation Risk Reserve	9,555	8,382	7,982	7,582
Inflation Risk Reserve	11,532	5,014	5,014	5,014
Ring-Fenced Reserves	4,883	4,723	4,322	4,291
TOTAL Earmarked and General Fund Balance	69,996	39,754	36,998	35,092

Inflation Reserve - The inflation Reserve was created to mitigate the financial risk resulting from the high rates of inflation. At the end of 2022/23 the Council had £11.5m, but inline with intended use some inflationary risks have been identified for the current year including energy costs, energy income (ERF) and the pay award. To be prudent we have assumed £6.5m (as outlined in table 3) of the reserve may be required to mitigate the financial impact of this year, but this will be monitoring this closely and all options are being reviewed as part of the budget and MTFS process.

Innovation Fund - This reserve is held to fund one-off type expenditure, such as service transformation, which will improve the longer-term financial position of the Council as contained in the MTFS. The commitments during 2023/24 cover a range of activity including transformation, phasing the separation of Social Care from their shared services arrangements between Peterborough City Council and Cambridgeshire County Council, the implementation of a refreshed Culture and Leisure service and the start of the local plan development.

Following the budget workshops held throughout September, officers and CLT are reviewing what changes might be needed in order to achieve the best value for money and manage demand in the most effective way. It is likely these proposals will require investment. These requirements will be set out within the budget report alongside an overview of the plans.

4.6 CAPITAL PROGRAMME

Overview

The Council's Capital Programme is set at £149.5m. As at the end of September the Council is forecasting to spend £131.5m, 88% of the programme. At the end of September £65.7m had been spent or committed (purchase orders raised).

The Council's capital strategy is to reduce borrowing and maximise third party grants for capital spend. Given the increase in interest rates and the pressures on the revenue budget it's important that new borrowing is kept to a minimum. Therefore, this will remain under close review over the course of the financial year, and where possible and appropriate schemes will be re-profiled or paused, in order to contribute towards delivering a balanced budget for 2023/24.

The following table outlines the current Capital Programme, with the following sections providing an overview of the scheme performance.

Table 5: Capital Programme Actual Performance

	£m
Capital Programme agreed at Council on 22 Feb 2023	82.5
Slippage brought forward from 2022/23	14.1
New Schemes- fully grant funded & Sand Martin House Purchase*	52.9
Total Capital Programme	149.5
Forecast Spend	131.5
Forecast Underspend	18.0

*as per [report](#) approved at Council on 22 May 2023.

Overview of the Key Schemes

Place & Economy

The Growth & Regeneration capital programme budget includes £14m in 2023/24 for the University and £4.3m for the Station Quarter projects, supported by Levelling Up Funding (LUF); and £9.8m for the Towns Fund projects for which grant has been secured. These projects remain on track for delivery within the timeframe for overall completion - there will be some re-profiling of funds to later years for Station Quarter and Towns Fund, to reflect the spend plans developed through the detailed business cases.

The Housing and Homelessness programmes include external funding for the "Local Authority Housing Fund" schemes and "Single Homelessness Accommodation Programme" scheme. Delivery is planned to be completed by March 2024 for the Local Authority Housing Fund scheme, with the first house purchases completed in August 2023. The Single Homelessness Accommodation Programme will extend into 2024/25.

Peterborough Highway Services projects include major works to Nene Parkway (near Serpentine Green), and various access points around the Eastern industrial area (Oxney Road, Eye Road). These works are funded through grant from CPCA and are progressing well and due for completion in Spring 2024. The DfT funded Local

Transport Plan of Integrated Transport Improvements; Highway Improvements; Pothole Prevention; Street Lighting & Bridge works are on track for completion in March 2024. Some grant funding for Active Travel will be re-programmed to 2024/25 due to an extension of the scheme.

Children and Young People

The Children and Young People capital programme includes £1m in 23/24 for the feasibility and planning stages of the building of a new primary school in the Great Haddon area and for the extension of an existing primary school. These projects are in the early stages of feasibility and there may be some reprofiling of this spend into next financial year depending on the progress of the feasibility stage.

£0.5m of the High Needs capital allocation is being used to convert the former St Georges Hydro Pool into teaching space for children at Heltwate school, the remaining £8.3m. of this grant will be used over the next 3 years to provide additional SEND pupil places.

The programme also includes £2.2m of schools' condition grant which is being used to improve the condition of maintained schools and any health and safety works required.

Adult Social Care

The Adults capital programme includes £3m for Disabled Facilities Grant (DFG) projects, all fully grant funded and expected to be spent during 2023/24.

There is also a £1.1m scheme for the adaptations to a house purchased for Vulnerable people and for the purchase of another property. The £750k earmarked for the property purchase is expected to be re-profiled into the 24-25 capital programme.

Corporate Services

The ICT Capital programme of work for 2023/24 includes the following key projects, along with the current status:

- Improvements for Finance, HR & Payroll, and Procurement systems. This programme started in July 2023.
- Core Education system procurement has been delayed as a retender exercise had to be undertaken. Submissions have been received and costs will be known in October 2023.
- A review of the customer journey in a number of departments is being undertaken to ensure that the most efficient touch points for customers.
- The Mosaic system (Adult Social Care) is being migrated to Cloud which improves the resilience of the system for service users.
- Secure Web Gateway is being implemented which ensures greater cyber security for the organisation, especially when working out of the office.

As aforementioned the Council also acquired Sand Martin House in May, which it previously leased from Legal and General. Although this purchase has increased the Capital programme by £50.4m, the business case outlined a significant financial benefit over the remaining 20-year lease.

Table 6: Forecast Capital Programme

Schemes	Budget £000	Forecast £000	Projected Variance £000
Corporate Services			
Crematoria/Cemeteries Development	553	553	-
Hilton Hotel Loan	120	120	-
ICT Projects	4,227	3,110	(1,117)
Installing Solar Photovoltaic Capability on Council Buildings	220	220	-
Leisure Trust - Property	438	438	-
Property Acquisitions	50,596	50,596	-
Strategic Property Portfolio Asset Management Plan	2,502	2,502	-
Place & Economy			
A1260 Nene Parkway Improvements	11,115	10,690	(424)
A14 Cambridge to Huntingdon Improvement Scheme	60	60	-
A16 Norwood Dualling & A47/A15 Lincoln Road Junction 18 Improvements	1,231	952	(279)
Allotments & Neighbourhood Parks (Phase 1)	31	-	-31
Aragon Fleet Replacement Programme	3,632	3,632	-
CCTV	101	101	-
City Centre Counter Terrorism Improvement Works & City Market	240	241	-
Communities - Other Infrastructure	441	441	-
Eastern Industries Access	7,085	5,000	(2,085)
Emergency Active Travel (Grant)	945	425	(520)
Extreme Weather Network Improvements	1,000	1,000	-
Green Wheel Improvements	754	775	20
Highways and Transport minor schemes	106	91	(15)
Housing	9,538	7,128	(2,410)
Leisure Equipment	400	439	39
Local Authority Treescape Fund - Forestry Commission	115	115	-
LTP - Bridges & Structures Improvements	895	895	-
LTP - Highway Improvements	1,234	1,234	-
LTP - Integrated Transport Improvements	1,298	1,298	-
LTP - Pothole Prevention Improvements	1,921	1,921	-
LTP - Street Lighting Improvements	500	500	-
LUF - Station Quarter	4,300	670	(3,630)
LUF - University	14,091	14,091	-
Parking	1,154	1,154	-
Peterborough Builds Back Better/Cafe Culture project	45	44	(1)
Peterborough University Access	1,284	1,284	-
Play Area Improvement Programme	666	666	-
Regeneration Masterplan	550	18	(532)
Renewable Energy Projects (PCC)	714	714	-
Safety Fencing Network	750	750	-
Structural Bridge Works	783	783	-
The Boardwalks Local Nature Reserve Enhancements	120	120	-
Towns Fund	9,820	3,867	(5,953)
Towns Fund - Accelerated Fund	309	309	-
Traffic Signals - Lincoln Road/Taverners Road junction (J19J) Improvement Scheme	345	345	-
Public Health			
Public Health Project	30	30	-

Children and Young People			
Capital Maintenance On Schools	2,227	2,227	-
Eye Primary Expansion	400	400	-
Heltwate School & Second extension to Heltwate Special School	2,344	2,344	-
Manor Drive Schools	270	270	-
Mobiles Purchase/Lease	450	450	-
New School Places	1,140	1,140	-
Other Schools	643	643	-
PFI Condition Works	344	344	-
Adult Social Care			
Aids And Adaptations	825	825	-
Disables Facilities Grant	2,610	2,715	105
Housing for Vulnerable People	1,055	-	(1,055)
Repair Assistance	720	320	(400)
Vulnerable People Property 1	-	305	305
Total	149,505	131,522	(17,983)

5. CORPORATE PRIORITIES

- 5.1 Monitoring the Councils in year forecast outturn is a key part of the Council's performance and improvement framework and aims to demonstrate how the Council manages its finances and expenditure throughout the year. This therefore supports all the council's priorities, but it is strongly geared towards enabling the Council to deliver on the following priority:

Supported by a Sustainable Future City Council - adjust how we work, serve and enable, informed by strong data and insight capability and led by a culture of strong leadership.

6. CONSULTATION

- 6.1 Not Applicable - Performance report, item for information

7. ANTICIPATED OUTCOMES OR IMPACT

- 7.1 For Cabinet to review and note the Councils current year forecast Outturn Position for 2023/24.

8. REASON FOR THE RECOMMENDATION

- 8.1 To ensure members of the Cabinet are abreast of the Councils current year forecast Outturn Position for 2023/24.

9. ALTERNATIVE OPTIONS CONSIDERED

- 9.1 Not Applicable - Performance report, item for information.

10. IMPLICATIONS

Financial Implications

- 10.1 Not Applicable - Performance report, item for information.

Legal Implications

- 10.2 There are no legal implications in respect of what is proposed in the report which is a performance report.

Equalities Implications

- 10.3 Not Applicable - Performance report, item for information

11. BACKGROUND DOCUMENTS

12. APPENDICES

- 12.1
- Appendix A – Departmental Variances
 - Appendix B – Council Tax and Business Rates Performance

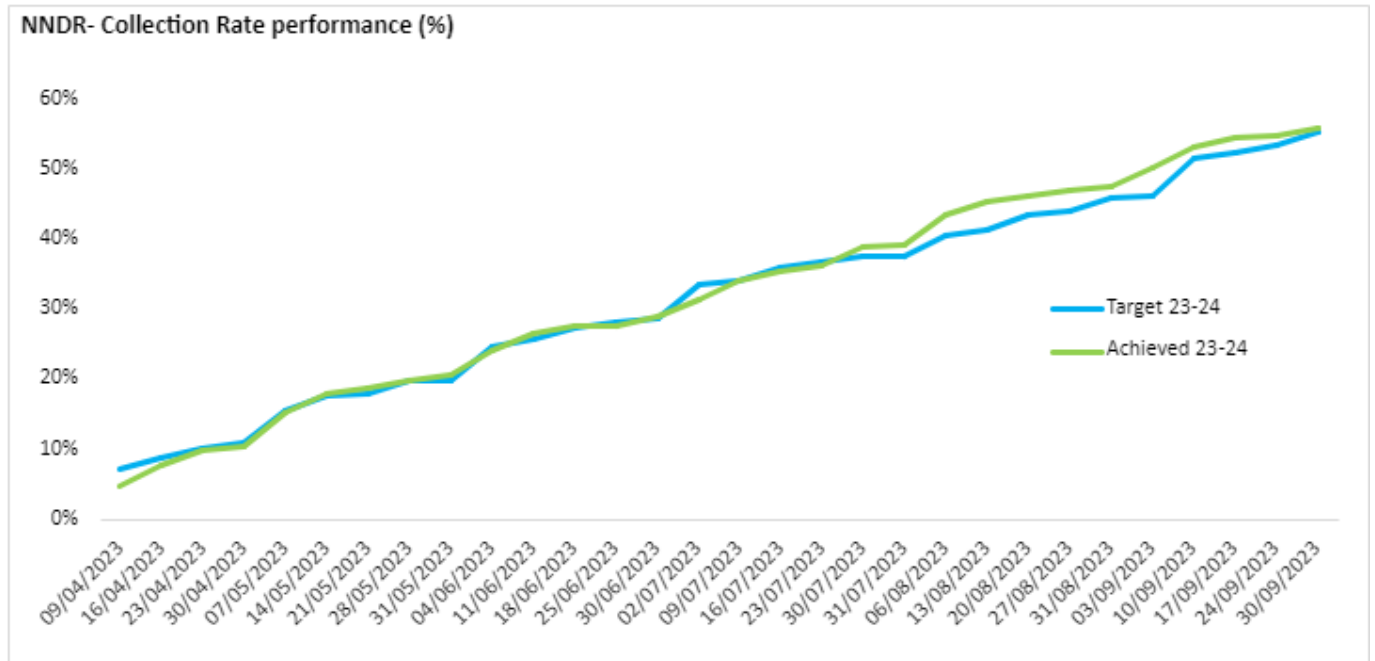
Appendix A – Departmental Variances

Budget Group	Budget £000	Actual £000	Forecast S pend £000	Projected Variance £000	Overall Status
Director Place & Economy	56	162	49	(7)	Underspend
Infrastructure & Environment - Highways & Transport	4,711	1,023	4,632	(79)	Underspend
Growth & Regeneration - Planning & Building Control	2,035	455	1,944	(90)	Underspend
Infrastructure & Environment - Environment & Climate Change	8,380	4,074	8,576	196	Overspend
Infrastructure & Environment - Westcombe Engineering	17	129	102	85	Overspend
Housing & Communities - Domestic Abuse Partnership	112	(866)	112	-	On Budget
Growth & Regeneration - Growth & Economic Development	70	143	70	-	On Budget
Housing & Communities - Stronger Communities	6,642	3,379	8,092	1,450	Overspend
Housing & Communities - Safer Communities	(1,041)	(873)	(1,353)	(311)	Underspend
Infrastructure & Environment - Regulatory Services	2,084	316	2,104	21	Overspend
Housing & Communities - Emergency Planning	138	40	150	13	Overspend
Total Place & Economy	23,202	7,982	24,479	1,277	Overspend
Adults - Commissioning	55,032	28,827	54,901	(132)	Underspend
Adults and Safeguarding	9,324	3,686	8,829	(495)	Underspend
Executive Director Adult Social Care	930	52	1,069	139	Overspend
Performance & Strategic Development	159	53	145	(14)	Underspend
Principal Social Worker	206	6	158	(47)	Underspend
Total Adult Social Care	65,651	32,623	65,101	(549)	Underspend
Executive Director of Children's Services	410	(179)	872	462	Overspend
Education	9,007	3,463	9,502	495	Overspend
Children's - Operations	16,189	2,290	16,564	375	Overspend
Children's Commissioning	22,174	11,094	26,357	4,183	Overspend
Commercial Operations	732	60	585	(148)	Underspend
Total Childrens and Young People	48,511	16,728	53,879	5,368	Overspend
Children 0-5 Health Visitors	3,778	1,679	3,778	0	Overspend
Children 5-19 Health Programmes	1,001	461	1,001	-	On Budget
Sexual Health	2,152	1,024	2,137	(15)	Underspend
Substance Misuse	2,407	(486)	2,407	-	On Budget
Smoking and Tobacco	268	36	255	(13)	Underspend
Miscellaneous Public Health Services	-	(0)	-	-	On Budget
Contain Outbreak Management Fund	(0)	(1,269)	-	0	Overspend
DPH Office & Intelligence Team and Projects	1,243	589	1,341	97	Overspend
Health Check Services	155	22	145	(10)	Underspend
Healthy Lifestyles & Publicity	278	138	274	(4)	Underspend
Public Mental Health	10	10	10	(0)	Underspend
Weight Management and Obesity	296	143	241	(56)	Underspend
Public Health Grant	(11,946)	(6,334)	(11,946)	-	On Budget
Total Public Health	(358)	(3,987)	(358)	0	Overspend
Director of Corporate Services	307	150	303	(4)	Underspend

HR & Workforce Development	1,566	703	1,543	(23)	Underspend
Financial Services	2,477	1,237	2,476	(0)	Underspend
Corporate Items	13,470	4,122	13,615	145	Overspend
Peterborough Serco Strategic Partnership	6,232	7,309	6,392	160	Overspend
Digital, Data & Technology Services	7,097	4,224	7,063	(33)	Underspend
Commercial Group	-	-	-	-	On Budget
Cemeteries, Cremation & Registrars	(1,689)	(712)	(1,715)	(26)	Underspend
Corporate Property	781	1,436	781	(0)	Underspend
Marketing & Communications	546	331	550	3	Overspend
Health & Safety	197	80	214	17	Overspend
Internal Audit and Insurance	1,718	1,648	1,710	(8)	Underspend
COVID-19	-	(0)	-	-	On Budget
Chief Executive	325	208	327	2	Overspend
Director of Legal & Governance	229	95	258	29	Overspend
Legal Services	1,858	1,253	2,006	148	Overspend
Information Governance	199	124	211	12	Overspend
Constitutional Services	2,081	1,247	2,006	(75)	Underspend
Total Corporate Services	37,392	23,457	37,740	348	Overspend
Capital Financing	33,126	6,437	33,126	-	On Budget
Total Capital Financing	33,126	6,437	33,126	-	On Budget
Total Expenditure	207,524	83,241	213,968	6,443	Overspend
Funding	(207,524)	(187,222)	(207,524)	-	On Budget
Net	(0)	(103,981)	6,443	6,443	Overspend

Business Rates

The Council’s collection rate for Business Rates income is 0.3% ahead of target for 2023/24



Council Tax

Collection rate for Council Tax income collection is 0.3% behind target. This performance will remain under dose observation throughout 2023/24 especially in light of the current economic climate.

