

	Scheme name / summary description of key terms	Funder	Value £'000
A	Economic growth		
	<p>Upper Don Valley Flood Defence</p> <p>Background</p> <p>The scheme consist of three discrete flood “cells” at high risk:</p> <ol style="list-style-type: none"> 1. Holme Lane 2. Penistone Road 3. Loxely Confluence <p>The scheme will provide a comprehensive linear flood defence to three discrete flood ‘cells’ within an area at high risk of flooding on the River Loxley (a tributary of the River Don) and at the confluence of the Loxley and the River Don.</p> <p>The total project value will be £5,460 with the balance funded by and Environment Agency Grant which will be brought forward for acceptance at march Cabinet along with the approval of the full capital scheme. This approval is to allow eligible costs incurred to be drawn down from Sheffield City Region before financial year end.</p> <p>Financial and Commercial Implications</p> <p>The key features (not exclusive) of this grant agreement are summarised as follows:</p> <ul style="list-style-type: none"> • A grant of £3.46m (including non-recoverable VAT) is to be paid by the Authority (Barnsley, Doncaster, Rotherham & Sheffield Combined Authority (BDRS CA)) to the Recipient (Sheffield City Council (SCC)) in accordance with the terms of the Funding Agreement. • Funding for the project will commence 28/1/2019 and the investment period will cease 02/08/2021. • The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in the Funding Agreement. 	Sheffield City Region	3,460

	<ul style="list-style-type: none"> • The terms and conditions are intended to ensure that the Project achieves the Project Outputs and the Project Outcomes. • The Recipient shall not make any significant change to the Project, or breach any EU rules, without the Authority's prior written agreement. For the avoidance of doubt, but not as an exhaustive list, significant changes include, those changes affecting the Completion Date; Project Outputs; Project Outcomes, Maximum Amount or Final Review Date. • Procure the commencement of the design, preparation, procurement and construction of the Works within 30 days from the date of this Agreement and procure Practical Completion of the same by the Completion Date. • The Recipient shall procure that all the Project Outputs are achieved by the Completion Date and procure that all the Project Outcomes are fulfilled by the Final Review Date. • Evidence that the Environmental Agency Grant funding has been secured for the Project. • The Grant is allocated to a particular year and any carry forward is at the discretion of the funder. • If the Recipient intends to apply to a third party for other funding for the Project, it will notify the Authority in advance of its intention to do so and provide the Authority with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall neither apply for nor accept duplicate funding or any funding which breaches EU Rules. • The Recipient agrees (subject to any changes to the profile of the Grant made in accordance with the Funding Agreement) to adhere to the claims profile and make claims only for the amount specified in the claims profile for the relevant Claim Period. • The Recipient acknowledges that payment of funding is towards capital expenditure and is treated as funded by a capital receipt to reflect section 25(1)(b) of The Local Authorities (Capital Finance and Accounting) (England) Regulations 2003. • The Authority may reduce, suspend or withhold the Grant or require the Grant to be repaid if the terms and conditions set out in the Funding Agreement are not complied with. • The Recipient shall ensure that all requirements of the EU Rules and GBER are met in relation to the Project. 		
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	<ul style="list-style-type: none"> The Recipient shall manage the Project in accordance with the terms of the Funding Agreement and appoint a Project Manager. The Project Manager is the Authority's main contact point for the Project. The Recipient shall be responsible to the Authority for ensuring that the Project Manager delivers the Project and provides all monitoring information required by the Authority. The Project Manager will need to read, understand and comply with all of the terms and conditions detailed in the Funding Agreement. Records are to be maintained for 10 years. Project Outputs not reached for any part of the Project then the Authority shall be entitled to request repayment from the Recipient to the proportionate value of the Project Outputs that have not been met. In the event that the Authority considers that the Project Outputs have not been achieved in full, the Authority shall, by notice to the Recipient, state as a percentage the extent to which the Project Outputs have not been achieved ("Clawback Percentage") and require the Recipient to repay that element of the Grant that equals the Clawback Percentage of the Grant ("Clawback Sum") to the Authority. <p>Procurement</p> <ul style="list-style-type: none"> All public sector procurement is governed by and must be compliant with both European Legislation and UK National Law. In addition, all procurement in Sheffield City Council must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs). Contracts Standing Orders requirements will apply in full to the procurement of services, goods or works utilising grants. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase/acquire services, goods or works must go via a competitive process. 		
B	Transport		
	None		
C	Quality of life		

	None		
D	Green and open spaces		
	None		
E	Housing growth		
	<p>97554 New Build Phase 3 – Wordsworth Avenue, Sheffield (SECTION 256/257 CAPITAL GRANT AGREEMENT)</p> <p>Background There is insufficient purpose-built accommodation for adults with learning disabilities in Sheffield, therefore this scheme was put in place to deliver 8 homes for people with learning disabilities, which would be protected from the Right to Buy at Wordsworth Avenue.</p> <p>The original plan was to fund the scheme via HRA and Capital receipts (borrowing or reserves, 1-4-1 receipts, and Winterbourne released receipts). In 2017 the Council were made aware of NHS England funding that was available and although had already allocated enough resources to the scheme thought the funding would be useful to release some of those resources for other New Build schemes. The PID was submitted in October 2017 and the grant awarded November 2018.</p> <p>The original funding of the scheme was as follows: HRA Borrowing / Reserves £534K 1-4-1 Receipts £336K Winterbourne Receipts £250K TOTAL £1,120K</p> <p>The funding for the current budget will now be: NHS England Grant £672K 1-4-1 Receipts £336K</p>	NHS England	Up to £672k

	<p>Winterbourne Receipts £112K TOTAL £1,120K</p> <p>However, a revised Final Business Case will be coming forward for approval with an increased budget therefore the funding mix will be changed on the CAF at that point.</p> <p>N.B. 1-4-1 receipts can't be used if the grant funding is from Homes England (formerly HCA) but Strategic Finance have confirmed that they can be used with grants from other bodies.</p> <p>Financial and Commercial Implications Key features of the draft grant terms and conditions are summarised below:</p> <ul style="list-style-type: none"> • Capital grant to develop property to care for people with learning disabilities or mental health conditions by providing community care facilities primarily for discharged patients from long stay NHS institutions. • Use the Property as accommodation for people with learning disabilities or mental health conditions. The use of the property to accommodate any other customer groups in the future would need to be negotiated with NHS England. The nomination rights sit solely with SCC. • Any property disposal by way of transfer, sale etc. to be agreed by NHS England. • The amount of capital contributed by SCC is Repayment of grant in a range of circumstances including (not exclusive): <ul style="list-style-type: none"> (i) Disposing of the whole or any part of the Property; (ii) Property not used for a period of (6) months or more for the Authorised Purposes; (iii) Property or any part of it being used at any time for any use or purpose other than that Authorised 		
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<ul style="list-style-type: none"> • SCC pay to NHS England an amount equal to that proportion of the Market Value of the Property as is attributable to the expenditure of the Capital Sum and any other sums provided by or on behalf of NHS England • NHS England may waive (at its absolute discretion) its right to repayment • Notify NHS England if SCC plan to dispose of the property. • Before carrying out any improvement works obtain the prior written approval of NHS England. • SCC to record its additional financial contribution to the scheme • To perform / observe all the covenants and other obligations contained in schedule 1. • Prior to carrying out improvement works obtain the approval of NHS England • On request by NHS England the Recipient shall carry out an annual review of the scheme and a written report of the review should be prepared. • Keep all buildings and building works and Fixtures in a good state of repair. • Not without the prior written consent of NHS England to enter into any onerous or restrictive obligations affecting the Property. • Cannot demolish any structure or erect any new building or structure on the Property without the prior written approval of NHS England. • Keep indemnified NHS England against all costs/claims. • If the Practical Completion does not occur within 12 months SCC must repay the grant plus interest. • Within three (3) months of Practical Completion (or longer if agreed by NHS 		
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	<p>England) notify NHS England in writing of the final amount of Total Scheme Costs together with supporting evidence showing the due and proper expenditure of such sums;</p> <ul style="list-style-type: none"> The Project Manager will need to read, understand and comply with all of the grant terms and conditions: <p>Procurement</p> <ul style="list-style-type: none"> All public sector procurement is governed by and must be compliant with both European Legislation and UK National Law. In addition, all procurement in Sheffield City Council must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs). Contract Standing Orders requirements will apply in full to the procurement of services, goods or works utilising grants. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase/acquire services, goods or works must go via a competitive process. <p>Legal</p> <ul style="list-style-type: none"> In an e-mail dated 06 November 2018 NHS England approved an application for grant funding to Sheffield City Council to develop the property pursuant to s256/257 of the NHS Act 2006 (as amended by the provision of the Health and Social Care Act 2012) as accommodation for persons with learning disabilities (or such other needs as are agreed in writing in advance by NHS England). This grant is made to the Council as a local housing authority in connection with expenditure incurred in connection with its functions under Part 2 of the Housing Act 1985 (provision of housing). It is a capital grant towards the costs of a development that will be council housing and therefore will be accounted for within the HRA (Housing Revenue Account). The Council also has the power to do anything incidental to its functions (s111 Local Government Act 1972). This includes the allocation of grant funding. The Capital Grant Agreement is a standard document and no amendments will be accepted. The obligations have been reviewed and are considered to be 		
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	<p>satisfactory for this type of arrangement. As noted above, and as is often the case with this kind of grant agreement, the grant is subject to the risk of repayment if certain events occur although NHS England may choose to waive its right to repayment (at its absolute discretion).</p> <ul style="list-style-type: none"> Any Occupancy Agreement other than an assured shorthold tenancy agreement needs to have first been approved in writing by NHS England (such approval not to be unreasonably withheld or delayed). As a local authority the Council cannot grant an assured shorthold tenancy and so approval of our standard secured tenancy terms will be required. This is not anticipated to be an issue. <p>Other</p> <ul style="list-style-type: none"> Should there be any new /ongoing revenue costs arising from the project the Portfolio will need to identify funding to cover these costs. Should there be any new lifecycle / capital costs arising from the project then the Portfolio will also need to identify funding to cover these costs. 		
F	Housing investment		
	None		
G	People – capital and growth		
	None		
H	Essential compliance and maintenance		
	None		

I	Heart of the City II		
	None		

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