	Scheme name / summary description of key terms	Recipient	Value £'000
Α	Economic growth		
	None		
В	Transport		
	<ul> <li>Clean Bus Technology Fund</li> <li>The aim of the funding is to address air quality concerns across the city by reducing NO2 emissions, particularly at locations close to busy traffic roads / routes. The Recipients shall retrofit a number of public buses in 2019/20 with Selective Catalytic Reduction Technology (SCRT). The Recipients are responsible for sourcing and arranging the retrofit of their vehicles with accredited technology and have identified such technology and with routes / services will provide the maximum impact / reduction of harmful emissions.</li> <li>The Recipients are responsible for on-going maintenance and repair of the technology.</li> <li>The Recipients will be responsible for monitoring and reporting. SCC will agree the exact monitoring requirements required from the Recipients and these will be included within schedules to the agreement. The monitoring and reporting requirements imposed upon the Recipients will ensure that there is in turn compliance by SCC of requirements imposed by central government.</li> <li>Although not required by central government – the Council have requested that monitoring of the 'impact' of the retrofits is carried out for a period of 5 years.</li> <li>Such grant funds will only be paid following evidence of actual spend by the Recipient of the retrofit technology.</li> <li>SCC are able in certain circumstances to require the grant to be repaid, such claw back may be enforced where the Recipient fails to comply with the Agreement.</li> <li>Clean Bus Technology Fund</li> </ul>	First South Yorkshire	Revised total value (inc. phase 1) 2,710
	The aim of the funding is to address air quality concerns across the city by		Revised total value

С	reducing NO2 emissions, particularly at locations close to busy traffic roads / routes. The Recipients shall retrofit a number of public buses in 2019/20 with Selective Catalytic Reduction Technology (SCRT). The Recipients are responsible for sourcing and arranging the retrofit of their vehicles with accredited technology and have identified such technology and with routes / services will provide the maximum impact / reduction of harmful emissions.  The Recipients are responsible for on-going maintenance and repair of the technology.  The Recipients will be responsible for monitoring and reporting. SCC will agree the exact monitoring requirements required from the Recipients and these will be included within schedules to the agreement. The monitoring and reporting requirements imposed upon the Recipients will ensure that there is in turn compliance by SCC of requirements imposed by central government.  Although not required by central government – the Council have requested that monitoring of the 'impact' of the retrofits is carried out for a period of 5 years.  Such grant funds will only be paid following evidence of actual spend by the Recipient of the retrofit technology.  SCC are able in certain circumstances to require the grant to be repaid, such claw back may be enforced where the Recipient fails to comply with the Agreement.  Quality of life	Stagecoach Yorkshire	(inc. phase 1) 1,967
	Upperthorpe Healthy Living Centre  Background  A funding agreement between SCC and Zest to be approved allowing SCC to pay:  i. Capital Grant (£118K) to Zest who will invest them in the Upperthorpe Healthy Living Centre. Funding will be paid over in stages as per Capital Grant Business Cases from Zest to be approved by the Council.  ii. Revised revenue Grant funding profile for Zest Centre as follows:  • 2019/20 - £80K • 2020/21 - £55K • 2-21/22 - £30K  Schemes Zest use the capital receipts for must:	Netherthorpe and Upperthorpe Community Alliance (Zest)	118 Capital Grant 165 Revenue Grant

- a) Improve the fabric of the building or
- b) Support the UHLC Trust/Zest in generating income to support the ongoing sustainability of the Zest Centre, and therefore reduce SCC's revenue subsidy

See Appendix 1 Section C above for more details about the overall project including both grants.

Financial and Commercial Implications

## Zest agree to:

- 1. Prepare a Capital Grant Business Case for each item of work and submit it for review and approval
- 2. Not change the proposed use of the Capital Grant as set out in its Capital Grant Business Case once it has been approved. Where a variation is needed, a separate Capital Grant Business Case will be submitted for review and approval
- 3. Not make any charitable donations from the Grant or any loan or grant to any person or Director, manager or employee from the Funding without the specific written consent
- 4. Not use the Grant to pay any members of their Governing Body, to purchase land or buildings, or for any spend commitments entered into before the commencement date of the agreement, without prior written consent
- 5. Include any third party funding obtained in relation to its delivery of the same purpose in a budget with a clear description of what the funding will be used for
- 6. Keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Capital Grant monies received
- 7. Promptly repay any money incorrectly paid to it either as a result of an administrative error or otherwise
- 8. Keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Capital Grant for a period of at least six years following receipt of any monies
- 9. Provide the Council with a copy of its annual accounts at least within six months of the end of the relevant financial year in respect of each year the Capital Grant is paid 10. Comply and facilitate the Council's compliance with all statutory requirements as regards accounts, procurement, audit or examination of accounts, annual reports and annual returns
- 11. Keep the Council fully informed of the delivery progress of the Capital Grant

Purpose with reports, forms and detail as the Council may reasonably require, including profit and loss accounts, cash flow, balance sheet statements, and Director's executive summary of material financial issues

- 12. On request provide the Council with further information, explanations and documents as the Council may reasonably require in order to establish the Capital Grant has been used properly in accordance with the Agreement
- 13. Permit any person authorised by the Council reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the fulfilment of the conditions of this Agreement
- 14. Permit any person authorised by the Council to visit once every quarter to monitor the delivery of the Business. If in its opinion the Council thinks additional visits are necessary, it shall be entitled to authorise any person to make such visits.
- 15. Provide the Council with a final report on completion of the Capital Grant Period which shall confirm whether the Business has been successfully and properly completed
- 16. Return any and all unspent monies at the end of the Capital Grant Period unless agreed between the parties and confirmed in writing that it can be kept for BAU

N.B. the total amount of Capital Grant will not be increased in any event of overspending by Zest

## Legal Implications

According to Section 19(1) of the Local Government (Miscellaneous Provisions) Act 1976 ("the Act"), SCC as a local authority also has a specific power to provide such recreational facilities as it thinks fit which includes powers to provide buildings, equipment, supplies and assistance of any kind.

Section 19(3) of the Act specifically provides that a local authority may contribute by way of grant or loan towards the expenses incurred or to be incurred by any voluntary organisation in providing any recreational facilities which the authority has power to provide by virtue of Section 19(1). A "voluntary organisation" is defined in the Act as any person carrying on or proposing to carry on an undertaking otherwise than for profit and the UHLC Trust / Zest meets this definition.

	SCC also has a general power of competence under Part 1 of the Localism Act 2011 that allows it to do anything that an individual may do (subject to any specific statutory restriction; none of which apply in this case).  Both Revenue Grant and Capital Grant are not considered to be State Aid because:  • the Zest centre has a purely local character and it supports inactive communities to become active in Sheffield;  • it does not affect trade between member states.  Both grants are subject to clawback in a range of circumstances which the responsible officer will need to read, understand and comply with.		
D	Green and open spaces		
	None		
Е	Housing growth		
	None		
F	Housing investment		
	None		
G	People – capital and growth		
	None		
Н	Essential compliance and maintenance		
	None		
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1	Heart of the City II		
	None		