

	Scheme name / summary description of key terms	Funder	Value £'000
A	Economic growth		
	None		
B	Transport		
	None		
C	Quality of life		
	None		
D	Green and open spaces		
	None		
E	Housing growth		
	None		
F	Housing investment		
	None		
G	People – capital and growth		
	None		

H	Essential compliance and maintenance		
I	Heart of the City II		
	<p>HOCII Block G Pocket Park</p> <p>Background</p> <p>As described above Sheffield City Region have made up to £6m funding available to facilitate:</p> <ul style="list-style-type: none"> • Creation of new high quality public open space pocket park creating additional links for pedestrian and cycle routes • Delivery of new road alignment and public transport mini interchange on Rockingham Street <p>Financial Implications</p> <p>Key features (not exclusive) of the Funding Agreement are summarised as follows. The Grant Manager will need to read, understand and comply with all of the grant terms and conditions and ensure that there are no unfunded, ongoing costs when the project is complete.</p> <ul style="list-style-type: none"> • A grant of up to £4m for the Getting Building Fund (GBF). • A grant up to £2m made up of Transforming Cities Fund (TCF) <ul style="list-style-type: none"> • The Project must achieve the identified Project Outputs/ Outcomes and Targets in the required timescales. • Grant only for Eligible Costs as per terms/conditions and cannot be used for any other purpose without funder approval. • Only qualifying expenditure defrayed from the Commencement Date to the Completion Date is eligible to claim. <p>Match Funding</p>	Sheffield City Region	6,000

<ul style="list-style-type: none"> • SCC must notify the funder if applying for project match funding. <ul style="list-style-type: none"> • Grant is conditional upon match funding letters being provided to the funder in advance of submitting an approved claim form. • SCC must neither apply for nor accept: <ul style="list-style-type: none"> - Duplicate funding for any part of the Project that SCR is funding in full - Any funding for Eligible Costs which would result in a breach of any threshold for funding the Eligible Costs set out in the Subsidy Rules. <p>General</p> <ul style="list-style-type: none"> • SCC's own internal costs for project administration cannot be claimed • SCC to notify SCR if the Grant is not to be claimed by 31/12 in any Financial Year. • SCC shall not make significant project changes without SCR approval • Milestones to be monitored and if not met funding may be withdrawn • Submission of acceptable subsidy opinion is required. • SCC to procure commencement of works within 90 days of the date of the Agreement and procure Practical Completion of the same by the Completion Date. • Procure that all Project Outputs are achieved by the Completion Date • Procure that all the Project Outcomes are complete by the Clawback Review Date. • SCC to use/maintain operationally the Project Outputs for 10 years from the Completion Date. • SCC to provide independent audit confirming Project Outputs continue to be maintained. • Any grant allocation for a Financial Year is only available for that Financial Year and any unclaimed grant can only be carried over with funder approval. • Retention monies of up to 5% will be held until project completion • Maintain the required project records for at least ten years after the end of the financial Year in which the last payment is made (see Funding Agreement for details) • Each Financial Year a statement of grant expenditure must be completed/certified by the Chief Financial Officer as part of the quarterly claims and returns process. • The grant is subject to external audit • Comply with monitoring/reporting requirements and timetables. • SCC to ensure economy in all Qualifying Expenditure and excessive costs may not be funded. • Payment of funding for any Financial Year after the first is subject to the funder 		
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<p>being satisfied with the Project performance.</p> <ul style="list-style-type: none"> • Grant is for capital expenditure and to be 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 grant is outside the scope of VAT but if any VAT is due the Grant shall be deemed to be inclusive of all VAT <p>Grant Clawback</p> <p>Grant may be reduced, suspended or withheld in a number of circumstances (not exclusive):</p> <ul style="list-style-type: none"> • A Change to the Project without the prior written approval • Works not commenced within 3 months of this Agreement • Grant not used for the purpose given. • Not making satisfactory progress on Project delivery • Failure to keep /maintain the records specified • Obtaining duplicate funding for the Project <p>Subsidy Rules</p> <p>Grant is subject to/not prohibited by the Subsidy Rules and either:</p> <ul style="list-style-type: none"> • The Grant complies with the Principles; or • It has received less than 325,000 IMF Special drawing rights in subsidies (including the Grant) over a 3 year period preceding the date of the Funding Agreement. • SCC shall: comply with the Subsidy Rules; ensure all requirements of the Subsidy Rules /Principles are met for the Project; confirm that all requirements of the Subsidy Rules / Principles are met for the Project. • SCC shall not do anything that breaches the Subsidy Rules. • All Project records to be retained for six years after the Closure Date • Records to be kept as originals or certified true copies of the originals or as electronic versions. <p>Legal Implications</p> <p>The Council has a general power under Section 1 of the Localism Act 2011 to do anything that an individual may generally do, provided it is not prohibited by other</p>		
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<p>legislation and the power is exercised in accordance with the limitations specified in the Act. This provides the Council with the ability to accept the funding from the Barnsley, Doncaster, Rotherham and Sheffield Combined Authority (the “Authority”). If the decision is made to accept the funding, then the Council will be required to enter into a grant agreement with the Authority.</p> <p>The grant funding must only be used for the eligible costs detailed in the grant agreement and will be subject to special conditions. Examples of the special conditions are delivering against targets and milestones, submitting an acceptable subsidy opinion, submission of monitoring information and confirmation that planning permission has been granted. Some special conditions must be satisfied before contract execution, others must be satisfied before drawdown of funding.</p> <p>The grant funding must be used in accordance with the terms and conditions set out in the grant agreement. The grant funding shall not be used for any other purpose without the prior written agreement of the Authority.</p> <p>The payment of the grant funding is conditional upon match funding letters being provided to the Authority in advance of the submission of a claim form. The Authority is able to re-profile the grant if it appears that the Council will not use the maximum allocation. This will be in consultation with the Council.</p> <p>A 5% retention will be withheld from each grant claim. The 5% will be split into two 2.5% payments which specific conditions are attached to. These include the works being completed, a review meeting being conducted, audit issues being resolved. The Authority has the ability to reduce, suspend, withhold or require the grant to be repaid in the circumstances detailed in the grant agreement.</p> <p>The extent to which the Council must indemnify the Authority are detailed in the grant agreement, one clause includes economic loss or other loss of profits, business or goodwill or any consequential loss.</p> <p>Works must commence within 3 months of the grant agreement being executed. Certain clauses would need to be passed down to any subcontractors. Officers involved in the delivery of the project must ensure that they are aware of and comply with the Council’s obligations under the grant agreement, this includes for example monitoring and reporting requirements and publicity and branding.</p>		
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	<p>Key dates and delivery milestones are detailed within the schedules. All applicable legislation must be complied with including but not limited to UK GDPR, Data Protection Act 2018, Procurement Regulations 2015, Subsidy Control as well as the Council's Contracts Standing Orders and Constitution.</p>		
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