

	Scheme name / summary description of key terms	Funder	Value £'000
A	Transport Regeneration & Climate Change		
	<p>Transforming Cities Fund – Housing Zone North</p> <p>Background</p> <p>The scheme is to encourage access to and from Kelham Island and Neepsend area to use sustainable transport options, whilst diverting traffic to utilise the Northern Inner Ring Road, including creation of a Dutch style roundabout.</p> <p>Although the main terms and conditions of the Grant Agreement have been agreed by both SYMCA and the Council, the final draft of the agreement is yet to be agreed. Should any of the terms and conditions described in this report subsequently change or should the agreement materially differ to the agreement described in this report following negotiation with SYMCA, further Council approval will be sought.</p> <p>The Grant Agreement provides a detailed operational breakdown of activities and costs that are eligible to be funded by the Grant.</p> <p>Financial and Commercial Implications</p> <p><u>Financial Terms and Conditions</u></p> <ul style="list-style-type: none"> • The Grant is a mixed capital and revenue payment of £14,579,387 from South Yorkshire Mayoral Combined Authority (“SYMCA”) to Sheffield City Council (“SCC”). • The Grant is the Stage 3 allocation for the Project and the terms and conditions of the Grant Agreement must be considered alongside the terms and conditions for Stage 1 and Stage 2 of the Project. • The Grant value is calculated as £16,055,333 less any amounts allocated to SCC for Stage 1 (£188,360) and Stage 2 (£1,287,586) of the Project, totalling a net figure of £14,579,387. • The Grant is subject to clawback if Project does not achieve Outputs/Outcomes. 	South Yorkshire Mayoral Combined Authority	14,579

- The Grant is to be allocated as follows in each financial year, to be allocated to specific activities relating to the Project (see details):

Financial Year	Amount (£)
23/24	7,057,910
24/25	7,521,476

- SYMCA may make grant payments to SCC in advance, at its absolute discretion.
- SCC must notify SYMCA in writing by 31st December of each financial year, if the relevant annual grant allocation will not be spent in full.
- The Grant is subject to 5% retention, to be retained by SYMCA and paid to SCC on satisfactory completion of Project Outputs/Outcomes. The 5% will be released as follows (subject to resolution of all project outcomes and compliance with the learning review procedure):

Relevant Release	Release Date
2.5%	On certificated practical completion of the Project
2.5%	On delivery in full of the Project Outputs/Outcomes

- SCC to notify SYMCA in advance of intention to apply for third party funding,
- SCC cannot recover more than 35% overheads for internal administration costs.
- SCC to Inform SYMCA if grant claims profile changes.

General Terms and Conditions

- The Grant must be used to achieve Project Outputs/Outcomes, including Social Value Outcomes
- SCC must comply with the project learning review procedure specified in the Grant
- Commencement/Completion Dates as per Schedule 2
- Closure Date/Funding Cessation Date as set out in Schedule 2
- Grant shall not be used for any other purpose without SYMCA permission.

	<ul style="list-style-type: none"> • Only claim Qualifying Expenditure defrayed from Commencement to Completion Date. Qualifying Expenditure outside these dates is ineligible. • SCC shall neither apply for/ accept duplicate funding re: any part of the Project/related administration costs funded by SYMCA. • SCC is responsible for any match funding shortfalls etc • No Project changes) without SYMCA approval • SCC to ensure VFM in procurement of goods/services funded by the Grant. • SCC ensure that the Project planning and operation reflects sustainable development principles. • Project Outputs/Project Outcomes are achieved by the Completion Date. • To the extent that use of the grant funding is subject to the Subsidy Rules, SCC shall not breach the Subsidy Rules. • SCC to inform SYMCA of other public funding used against the Eligible Costs • SCC is to comply with the accounting audit, quarterly and other monitoring and reporting requirements specified in the grant agreement • SCC must commence the Project three (3) months from the date of the Grant Agreement. • SCC must comply with the publicity requirements of the Grant Agreement • SCC must comply with the detailed performance management, project evaluation and key performance indicator requirements specified in the Grant Agreement • SCC must comply with the risk management obligations contained in the Grant Agreement and maintain an appropriate risk • Grant maybe subject to External Audit. • Grant is subject up to 100% total Clawback to the extent that the Project Outputs/Outcomes are not achieved in full by the Completion Date. • SCC shall certify the full Project costs defrayed (by S151 Officer). • SCC must submit a full project reconciliation at Practical Completion of the Project signed by the s.151 Officer . • On Completion Date SYMCA, may take account of the extent to which the Project Outputs/Outcomes have been achieved. • The Final Review Date will be in March 2026. • Retention period for records: to March 2030 		
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<p><u>Commercial Implications</u></p> <ul style="list-style-type: none"> • All public sector procurement is governed by and must be compliant with the Grant Agreement and UK National Law. In addition, all procurement in SCC must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs). • CSO 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, comply with the Local Government Transparency Code 2015. The Portfolio / Service Grant Manager will need to contact the Commercial Services Team for detailed guidance on adherence to these rules when spending the Grant. <p>Legal implications</p> <p>This decision is to approve the Council becoming the Accountable Body in respect of the grant on behalf of the SYMCA Transforming Cities Fund and is subject to the grant agreement being materially similar to the grant agreement terms and conditions set out in this report.</p> <p>Should the grant agreement proposed be materially different to the final agreed grant agreement, further approval to act as Accountable body must be sought.</p> <p>Once executed, the Council must ensure that it acts in accordance with the grant agreement.</p> <p>The Council has a duty and a power under the Traffic Management Act 2004 to to make sure traffic moves freely and quickly on their roads and the roads of nearby authorities.</p> <p>The exercise of this power under TMA 2004 will go some way to fulfilling its corresponding duty under TMA 2004.</p>		
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B	Communities Parks & Leisure		
	None		
C	Waste and Street Scene		
	None		
D	Adult Health & Social Care		
	None		
E	Housing		
	None		
F	Education Children & Families		
	None		
G	Strategy & Resources		
	None		
H	Economic Development & Skills		
	None		

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