

| | Scheme name / business unit / summary description of key terms | Recipient | Value £'000 |
|----------|---|-------------------------|----------------|
| A | Transport Regeneration & Climate Change | | |
| Page 69 | <p>94040 West Bar Public Realm</p> <p>In February 2023, the Finance sub-committee approved the Council becoming accountable body for £3,000,000 of funding from the South Yorkshire Mayoral Combined Authority (the Authority). The grant was towards scheme costs and delivery of public realm and Active Travel infrastructure as part of a wider regeneration project at West Bar within Sheffield City Centre.</p> <p>The Council now wish to passport the £3,000K of funding to Urbo (West Bar) Limited (Urbo), via a back-to-back agreement.</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 legislation and the power is exercised in accordance with the limitations specified in the Act which enables the Council to passport the funding to Urbo.</p> <p>The back-to-back agreement is not yet finalised, but the intention is for the back-to-back agreement to be on materially the same terms as the grant agreement between the Council and the Authority. If this is not the case, then a further decision will be sought.</p> <p>Key terms of the back-to-back agreement will be:</p> <ul style="list-style-type: none"> • The Project should look to achieve the Project Outputs, Project Outcomes and Targets. Failure to achieve the Project Outputs can result in the grant being clawed back. • The grant must only be used for the eligible costs and is subject to the special conditions and the terms of the back-to-back agreement. • Expenditure can only be defrayed from the commencement date to the completion date. • Any significant changes to the project or changes which have the potential to breach subsidy control must be approved by the Council and the Authority. • The Authority will retain 5% of each claim for qualifying expenditure. The 5% will be released in 2.5% amounts on completion of specific events. This includes for example on practical completion of the works, a review meeting being completed, delivery of the project outcomes and social value outcomes and once the Council has received the retention amount from the Authority. | Urbo (West Bar) Limited | 3,000 |

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| | The Council must comply with all applicable legislation and regulations including but not limited to Public Contracts Regulations 2015, UK GDPR, the Data Protection Act 2018 and Subsidy Control. | | |
| B | Communities Parks & Leisure | | |
| | None | | |
| C | Waste and Street Scene | | |
| | None | | |
| D | Adult Health & Social Care | | |
| E | None | | |
| | Housing | | |
| | None | | |
| F | Education Children & Families | | |
| | None | | |
| G | Strategy & Resources | | |
| | None | | |
| H | Economic Development & Skills | | |
| | None | | |