

	Scheme name / business unit / summary description of key terms	Funder	Value £'000
A	Economic growth		
	None		
B	Transport		
	<p>Transforming Cities Fund Tranche 2 (Stage 1 Payments)</p> <p>Background</p> <p>In 2019 the SCR published a new Transport Strategy, setting out a programme of transport infrastructure investment based on the predictions of increased use of existing transport system, increased congestion and pollution levels and a poorer economy throughout the region. Previously, under the Transforming Cities Funding (TCF) Tranche 1 (January 2019) the Combined Authority successfully secured TCF contribution for; Don Active Travel Corridor, Sheffield Active Travel Package and Transforming Active Travel to Rotherham Town Centre. In November 2019, additional funding was secured under the Transforming Cities Funding Tranche 2 (TCF2). In March 2020 the Department for Transport confirmed funding of £166m following the submission of specific project proposals (aligned with the TCF2 funding offer), the grant funding under TCF2 includes the development of the OBC's and a FBC. A key objective of the funding is aimed at encouraging low carbon journeys which include cycling and walking, improving public transport and an improved active travel network. It is anticipated that these measures will lead to improved air quality and reduced congestion, aiding the 'Clean Air Sheffield' initiative. In addition, the projects also support the Sheffield 'Move More' initiative which aims to make Sheffield an active city. The potential interventions will support increased numbers of residents making journeys by active travel means and by increasing and enhancing our transport network could lead to an increase in residents being more physically active.</p> <p>Financial, Commercial & Legal Implications</p> <p>The key features (not exclusive) of the Grant Letter(s) / Agreement(s) are summarised as follows:</p> <ul style="list-style-type: none"> Barnsley, Doncaster, Rotherham and Sheffield Combined Authority (BDRS CA) are acting as the accountable body for the Transforming Cities Fund Tranche 2 (TCF2). 	Sheffield City Region	945

- BDRS CA have agreed to make funding available to Sheffield City Council (SCC) to facilitate the development of the Outline Business Case (OBC) and Full Business Case (FBC) under the terms of the letter of grant.
- Funding will be released up to 2% on project development works specific to working up the OBC and 10% on project development works specific to working up the FBC.
- BDRS CA has agreed payment of the Project Development Works in relation to Stage 1, subject to the terms and conditions of the Agreement, as per the table below:

	Stage 1 (£)	Stage 2 (£)	Stage 3 (£)	TOTAL (£)
Nether Edge Wedge	158,303.22	791,516.10	6,965,341.68	7,915,161
Abbeydale / Eccesall Roads Bus Corridors	76,260	381,300	3,355,440	3,813,000
City Centre Cycling	£186,680	£933,400	£8,213,920	£9,334,000
Cross City Bus				
T0019/1 – Sheffield to Burngreave via Kelham Island and Pitsmoor (Public Transport)	188,360	941,800	£8,287,840	£9,418,000
T0019/2 – Sheffield – Kelham – Burngreave – Active Travel				
AMID via	£204,900	£1,024,500	£9,015,600	£10,245,000

Darnall				
Bawtry Road (Brinsworth to Tinsley) Waverley AMP Active Travel Scheme	£56,000	£280,000	£2,464,000	£2,800,000
Sheffield to AMID Bus Corridor via Attercliffe and Darnall	£74,000	£370,000	£3,256,000	£3,700,000
	£944,503.22	£4,722,516.10	£41,558,141.68	£47,225,161

- SCC shall only use the Grant for eligible costs, subject to the special conditions and in accordance with the terms and conditions set out in the Agreement.
- The grant shall not be used for any other purpose without the prior written agreement of BDRS CA.
- The grant is towards capital expenditure and to be treated as funded by a capital receipt.
- SCC shall provide monitoring information to BDRS CA by using the approved claim form, on a quarterly basis as a minimum, reporting on the status of the project, and its progress towards achieving the outputs.
- Comply with the obligations detailed in section 4.3 of the Agreement.
- Provided BDRS CA is satisfied that the terms and conditions are being adhered to and the project development works are progressing in accordance with the key dates as set out in schedule 2, BDRS CA will pay by way of reimbursement the qualifying expenditure defrayed by SCC in the relevant claim period.
- Claims to BDRS CA shall be prepared by SCC quarterly in arrears during each claim period using the approved claim form and shall be sent to BDRS CA within 30 working days of the end of the relevant Claim Period. SCC shall:
 - Certify on the approved claim form that the amount claimed is in accordance with the Agreement and represents goods or services received and paid for;
 - The claim does not include any costs being claimed from any other body or individual or from

	<p>BDRS CA within the terms of another contract;</p> <ul style="list-style-type: none"> ○ Submit a transaction list detailing the breakdown of the eligible costs for that claim period, in support of each approved claim form; ○ Provide such receipted invoices and other reasonable evidence that the eligible costs has been paid and incurred; and ○ Each quarterly claim shall be supported by monitoring information. <ul style="list-style-type: none"> ● The Grant paid by BDRS CA shall not include any element of Value Added Tax. ● As per section 6.1 of the Agreement, BDRS may reduce, withdraw, suspend or require repayment of part of or all of the grant paid to SCC. ● SCC must maintain records for the project development works and the project which demonstrate the outputs required by BDRS CA. ● SCC must ensure that it keeps full, complete and accurate books, annual accounts, records and documentation on the project development works and the project for a minimum of six years following completion of the project and make them available to BDRS CA on request. ● The Project Manager will need to read, understand and comply with all of the grant terms and conditions and the Code of Conduct for Grant Recipients. <p>Procurement</p> <ul style="list-style-type: none"> ● All public sector procurement is governed by and must be compliant with both European Legislation (until further notice) and UK National Law. In addition, all procurement undertaken by SCC must comply with its own Procurement Policy, and Contract Standing Orders' (CSOs). ● CSO requirements will apply in full to the procurement of services, goods or works utilising the grant. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase or acquire services, goods or works must be undertaken by way of transparent and fair competitive process. 		
	<p>Trans Pennine Trail National Cycle Network (NCN) Activation Project Fund</p> <p>Background Sustrans was awarded £22m by the Department for Transport (DfT) to develop the NCN across England through a series of schemes/ projects to make the Network safer and more accessible to everyone, so as to encourage active travel. Sustrans subsequently awarded Sheffield City Council (SCC) a grant of £400,000 (plus VAT) towards project costs for the development of a package of measures to create a new traffic-free section of Trans Pennine Trail between Wardsend Cemetery (Club Mill Rd) and Herries Road taking into account safety and attractiveness for legitimate users and bio-diversity net gain. To be completed by June 2021.</p>	Sustrans Limited	400

<p>Financial & Commercial Implications</p> <ul style="list-style-type: none"> • The grant is paid for the practical completion of works, i.e. works suitable for beneficial use as a cycle route, and is payable on every payment application. The application must be accompanied by a valid VAT invoice and such supporting information to verify the accuracy of the invoice. It must state the sum and the basis upon which that sum has been calculated. • No variation, and no addition to the terms and conditions of the Agreement will be valid unless accepted in writing and signed by Sustrans. • Sustrans can terminate the Agreement immediately by written notice and recover from you the amount of any loss resulting from such termination, as per section 10 of the Agreement. • Records are maintained, effective monitoring and financial management systems to control expenditure are operating to ensure that the costs of achieving the objectives, activities and milestones can be clearly identified. • The Project Manager will need to read, understand and comply with all of the grant terms and conditions and the Code of Conduct for Grant Recipients. <p>Legal Implications</p> <ul style="list-style-type: none"> • The form of Grant Agreement contains nothing within its terms that exposes the Council to any greater obligations than those of a local authority acting diligently and reasonably during the administration and application of a grant. • The Agreement states (cl.11) that the Council will ‘support’ Sustrans to comply with their grant agreement with the Department for Transport (DfT). • The Funding Agreement between Sustrans and the Council passports to the Council the State Aid obligations (and others such as for example data protection and privacy legislation) via clause 11. By procuring in an EU Treaty compliant manner the Council will be complying with State Aid requirements – in that EU compliant competitive tendering directly addresses the anti-competitive behaviours that the State Aid rules seek to address. • The Council is deemed to grant to the DfT a royalty free licence to use all applicable intellectual property rights in connection with anything produced for or in connection with the Works. • Regarding the legal power to enter into this agreement, the Localism Act 2011 provides the Council 		
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	with a “general power of competence” which enables it to do anything that an individual can do as long as the proposed action is not specifically prohibited. A purpose of the Act is to enable local authorities to work in innovative ways to develop services that meet local needs including environmental requirements. The proposed Sustrans Grant funded extension of the cycle route can be delivered through the Council using its general power of competence.		
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		
	None		
I	Heart of the City II		

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