

	Scheme name / business unit / summary description of key terms	Recipient	Value £'000
<b>A</b>	<b>Economic growth</b>		
	None		
<b>B</b>	<b>Transport</b>		
	None		
<b>C</b>	<b>Quality of life</b>		
	None		
<b>D</b>	<b>Green and open spaces</b>		
	None		
<b>E</b>	<b>Housing growth</b>		
	None		
<b>F</b>	<b>Housing investment</b>		
	None		
<b>G</b>	<b>People – capital and growth</b>		
	<b>ST THOMAS OF CANTERBURY SEND PLACES</b> A grant agreement to facilitate St Thomas of Canterbury Primary Academy (“The Recipients / The Academy”) in remodelling existing accommodation to secure places for	St Thomas of Canterbury Primary Academy	30

<p>an additional 6 pupils with special educational needs.</p> <p>The lease for the property has been transferred to St Thomas of Canterbury Primary, and the Academy is responsible for ongoing maintenance and repair of the premises.</p> <p>The Recipients will be responsible for monitoring and reporting during the work. SCC will agree the exact monitoring requirements required from the Recipients.</p> <p>SCC is able, in certain circumstances, to require the grant to be repaid. Such repayment may be enforced where the Recipient fails to comply with the Agreement.</p> <p><b>Background</b></p> <p>St Thomas of Canterbury Primary currently provides 12 places for pupils with special educational needs. The Academy agrees to use the grant funds to remodel its existing accommodation in order to increase the number of places available for SEN pupils by a further 6.</p> <p><b>Financial and Commercial Implications</b></p> <p>St Thomas of Canterbury Primary agrees:</p> <ol style="list-style-type: none"> <li>1. at all times to comply with any relevant guidance issued by the Council or the Government (including all or any Government department or agency).</li> <li>2. that it will not, without the Council’s prior written consent, make any changes to the Proposal.</li> <li>3. to ensure that value for money and Best Value are achieved at all times.</li> <li>4. that if it becomes aware that the costs for the Project or any other aspect of the Project as contained in the Proposal has become incorrect, the Council must be notified immediately in writing.</li> <li>5. That it will allow, and must ensure that its contractors allow, representatives of the Council, to visit and examine:</li> </ol>		
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	<ul style="list-style-type: none"> <li>• all operations carried out by the Grant Recipient and the Grant Recipient’s contractors;</li> <li>• the Grant Recipient’s records;</li> <li>• the Grant Recipient’s administrative and financial systems.</li> </ul> <p>6. to deliver to the Council a monitoring return each month and, if needed, on request showing:</p> <ul style="list-style-type: none"> <li>• a breakdown of the expenditure paid on the Project and any amounts recovered from another source;</li> <li>• a report of activity undertaken on the Project during the previous month;</li> <li>• details of progress towards the key outcomes of the Project; and</li> <li>• any issues, variations and risks.</li> </ul> <p>7. to maintain accounts for the Project from its commencement that:</p> <ul style="list-style-type: none"> <li>• show and explain all transactions;</li> <li>• show with reasonable accuracy at any time the financial position at that time;</li> <li>• (in the case of any Grant money paid in advance) include records of the daily money received, interest earned and money spent</li> <li>• show where money was spent and what it was spent on;</li> <li>• include records of all assets and liabilities of the Grant Recipient.</li> </ul> <p>8. to ensure that full, complete and accurate books, records and documentation on the Project are kept for at least six years unless the Council agrees any other period in writing.</p> <p>9. to maintain with a reputable insurance office, adequate insurance against:</p> <ul style="list-style-type: none"> <li>• any losses and damages arising from fault or negligence in the performance of this Agreement and/or delivery of the Project including, but not limited to, employers’ liability and public liability;</li> <li>• any suits, or actions, claims or demands brought or made against the Grant Recipient, or anyone carrying out any aspect of the Project, by any person injured or suffering loss or damage in connection with the carrying out of the Project.</li> </ul>		
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	<p>10. to maintain an accurate inventory of any equipment or land and buildings purchased by the Grant Recipient or its contractors that is funded by the Grant and provide copies of this to the Council whenever requested. The inventory shall include details of serial numbers and other distinguishing marks wherever possible</p> <p>11. to insure and keep insured all Capital Assets, equipment and materials purchased with the funding for their full replacement value against theft, loss or damage and shall provide copies of all documentation relating to such insurance to the Council upon request.</p> <p>12. that, before a consultant or contractor is engaged by the Grant Recipient on the Project, the Grant Recipient must satisfy the Council that he/she/it is suitably qualified for that purpose and the Grant Recipient shall ensure that he/she/it complies with the Council’s quality assurance arrangements for consultants and contractors in full throughout the period of appointment.</p> <p>13. that it must possess, implement, and abide by an equal opportunities policy statement expressing its commitment to maintaining an equal opportunities policy in relation to the service it provides and the running of the Project.</p> <p>14. to ensure that no persons, whether employees of the Grant Recipient or otherwise involved in the delivery of the Project, shall have any direct contact with school pupils, without appropriate vetting having been undertaken and satisfactory clearance received.</p> <p>N.B. the total amount of Capital Grant will not be increased in any event of overspending by St Thomas of Canterbury Primary.</p> <p><b>Legal Implications</b></p> <p>Sections 13(1) and 14 of the Education Act 1996 (EA1996) place an obligation on Local Authorities to secure that sufficient primary and secondary education are available to meet the demands of the population of their area.</p>		
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	<p>Sufficient is defined as sufficient in number, character and equipment to provide of all pupils the opportunity of appropriate education.</p> <p>Section 16 of the EA 1996 permits a Local Authority to assist any school that is not maintained by them and Section 18 allows Local Authorities to make arrangements for the provision of education for pupils at schools not maintained by that or any other Local Authority.</p> <p>Applying these powers, SCC has the power to assist Academy Schools for the purposes of securing primary or secondary education places within a new or existing Academy.</p> <p>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).</p>		
	<p><b>ASTREA ACADEMY (Caretaker’s House)</b></p> <p>A grant agreement to facilitate Astrea Academy Trust (“The Recipients”) in procuring renovation and refurbishment of the former caretaker’s house at Woodside School. Related works are being undertaken to the main school building following Cabinet approval in May 2018.</p> <p>The lease for the property has been transferred to Astrea Academy Trust, and the Trust is responsible for ongoing maintenance and repair of the premises.</p> <p>The Recipients will be responsible for monitoring and reporting. SCC will agree the exact monitoring requirements required from the Recipients.</p> <p>SCC is 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.</p> <p><b>Background</b></p> <p>A funding agreement between SCC and Astrea Academy Trust to be approved allowing SCC to pay the Capital Grant of £138,713.62</p>	<p>Astrea Academy Trust</p>	<p>138.7</p>

	<p>Astrea Academy Trust agrees to use the grant funds to renovate and fit out the former caretaker’s house at Woodside School, in line with the planning permission approval reference 18/00381/RG3</p> <p><b>Financial and Commercial Implications</b></p> <p>Astrea Academy Trust agrees:</p> <ol style="list-style-type: none"> <li>1. at all times to comply with any relevant guidance issued by the Council or the Government (including all or any Government department or agency).</li> <li>2. that it will not, without the Council’s prior written consent, make any changes to the Proposal.</li> <li>3. to ensure that value for money and Best Value are achieved at all times.</li> <li>4. that if it becomes aware that the costs for the Project or any other aspect of the Project as contained in the Proposal has become incorrect, the Council must be notified immediately in writing.</li> <li>5. That it will allow, and must ensure that its contractors allow, representatives of the Council, to visit and examine:             <ul style="list-style-type: none"> <li>• all operations carried out by the Grant Recipient and the Grant Recipient’s contractors;</li> <li>• the Grant Recipient’s records;</li> <li>• the Grant Recipient’s administrative and financial systems.</li> </ul> </li> <li>6. to deliver to the Council a monitoring return each month and, if needed, on request showing:             <ul style="list-style-type: none"> <li>• a breakdown of the expenditure paid on the Project and any amounts recovered from another source;</li> <li>• a report of activity undertaken on the Project during the previous month;</li> <li>• details of progress towards the key outcomes of the Project; and</li> <li>• any issues, variations and risks.</li> </ul> </li> </ol>		
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<p>7. to maintain accounts for the Project from its commencement that:</p> <ul style="list-style-type: none"> <li>• show and explain all transactions;</li> <li>• show with reasonable accuracy at any time the financial position at that time;</li> <li>• (in the case of any Grant money paid in advance) include records of the daily money received, interest earned and money spent</li> <li>• show where money was spent and what it was spent on;</li> <li>• include records of all assets and liabilities of the Grant Recipient.</li> </ul> <p>8. to ensure that full, complete and accurate books, records and documentation on the Project are kept for at least six years unless the Council agrees any other period in writing.</p> <p>9. to maintain with a reputable insurance office, adequate insurance against:</p> <ul style="list-style-type: none"> <li>• any losses and damages arising from fault or negligence in the performance of this Agreement and/or delivery of the Project including, but not limited to, employers' liability and public liability;</li> <li>• any suits, or actions, claims or demands brought or made against the Grant Recipient, or anyone carrying out any aspect of the Project, by any person injured or suffering loss or damage in connection with the carrying out of the Project.</li> </ul> <p>10. to maintain an accurate inventory of any equipment or land and buildings purchased by the Grant Recipient or its contractors that is funded by the Grant and provide copies of this to the Council whenever requested. The inventory shall include details of serial numbers and other distinguishing marks wherever possible</p> <p>11. to insure and keep insured all Capital Assets, equipment and materials purchased with the funding for their full replacement value against theft, loss or damage and shall provide copies of all documentation relating to such insurance to the Council upon request.</p> <p>12. that, before a consultant or contractor is engaged by the Grant Recipient on the</p>		
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<p>Project, the Grant Recipient must satisfy the Council that he/she/it is suitably qualified for that purpose and the Grant Recipient shall ensure that he/she/it complies with the Council's quality assurance arrangements for consultants and contractors in full throughout the period of appointment.</p> <p>13. that it must possess, implement, and abide by an equal opportunities policy statement expressing its commitment to maintaining an equal opportunities policy in relation to the service it provides and the running of the Project.</p> <p>14. to ensure that no persons, whether employees of the Grant Recipient or otherwise involved in the delivery of the Project, shall have any direct contact with school pupils, without appropriate vetting having been undertaken and satisfactory clearance received.</p> <p>N.B. the total amount of Capital Grant will not be increased in any event of overspending by Astrea Academy Trust</p> <p><b>Legal Implications</b></p> <p>Sections 13(1) and 14 of the Education Act 1996 (EA1996) place an obligation on Local Authorities to secure that sufficient primary and secondary education is available to meet the demands of the population of their area.</p> <p>Sufficient is defined as sufficient in number, character and equipment to provide of all pupils the opportunity of appropriate education.</p> <p>Section 16 of the EA 1996 permits a Local Authority to assist any school that is not maintained by them and Section 18 allows Local Authorities to make arrangements for the provision of education for pupils at schools not maintained by that or any other Local Authority.</p> <p>Applying these powers, SCC has the power to assist Academy Trusts for the purposes of securing primary or secondary education places within a new or existing Academy.</p> <p>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</p>		
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	specific statutory restriction; none of which apply in this case).		
	<p><b>PEOPLE- WOODSEATS PRIMARY SCHOOL STRUCTURAL WORKS</b></p> <p>A grant agreement to facilitate Steel City Schools Partnership (“The Recipients”) in strengthening and enhancing the supporting structures for the Hall Floor (“the Work”).</p> <p>The lease for the property is being transferred to Steel City Schools Partnership, and the Partnership is scheduled to become an Academy on 1 September 2019. It will thereafter be responsible for ongoing maintenance and repair of the premises.</p> <p>The Recipients will be responsible for monitoring and reporting in relation to the Work. SCC will agree the exact monitoring requirements required from the Recipients.</p> <p>SCC is able, in certain circumstances, to require the grant to be repaid. Such repayment may be enforced where the Recipient fails to comply with the Agreement.</p> <p><b>Background</b></p> <p>A Commercial Transfer Agreement has been signed, in advance of the school converting to an Academy on 1 September 2019.</p> <p>In March 2019, SCC indicated to the Partnership that it would provide funding up to a maximum of £41,000 to fund the structural work and floor covering for the school hall.</p> <p>Steel City Schools Partnership agrees to use the grant funds to undertake the flooring repairs.</p> <p><b>Financial and Commercial Implications</b></p> <p>Steel City Schools Partnership agrees:</p> <ol style="list-style-type: none"> <li>1. at all times to comply with any relevant guidance issued by the Council or the Government (including all or any Government department or agency).</li> <li>2. that it will not, without the Council’s prior written consent, make any changes to</li> </ol>	Steel City Schools Partnership	41

	<p>the Proposal.</p> <ol style="list-style-type: none"> <li>3. to ensure that value for money and Best Value are achieved at all times.</li> <li>4. that if it becomes aware that the costs for the Project or any other aspect of the Project as contained in the Proposal has become incorrect, the Council must be notified immediately in writing.</li> <li>5. That it will allow, and must ensure that its contractors allow, representatives of the Council, to visit and examine:             <ul style="list-style-type: none"> <li>• all operations carried out by the Grant Recipient and the Grant Recipient's contractors; and</li> <li>• the Grant Recipient's records.</li> </ul> </li> <li>6. to deliver to the Council a monitoring return each month and, if needed, on request showing:             <ul style="list-style-type: none"> <li>• a breakdown of the expenditure paid on the Project and any amounts recovered from another source;</li> <li>• a report of activity undertaken on the Project during the previous month;</li> <li>• details of progress towards the key outcomes of the Project; and</li> <li>• any issues, variations and risks.</li> </ul> </li> <li>7. to maintain accounts for the Project from its commencement that:             <ul style="list-style-type: none"> <li>• show and explain all transactions;</li> <li>• show with reasonable accuracy at any time the financial position at that time;</li> <li>• (in the case of any Grant money paid in advance) include records of the daily money received, interest earned and money spent</li> <li>• show where money was spent and what it was spent on;</li> <li>• include records of all assets and liabilities of the Grant Recipient.</li> </ul> </li> <li>8. to ensure that full, complete and accurate books, records and documentation on the Project are kept for at least six years unless the Council agrees any other period in writing.</li> </ol>		
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<p>9. to maintain with a reputable insurance office, adequate insurance against:</p> <ul style="list-style-type: none"> <li>• any losses and damages arising from fault or negligence in the performance of this Agreement and/or delivery of the Project including, but not limited to, employers' liability and public liability;</li> <li>• any suits, or actions, claims or demands brought or made against the Grant Recipient, or anyone carrying out any aspect of the Project, by any person injured or suffering loss or damage in connection with the carrying out of the Project.</li> </ul> <p>10. that it must possess, implement, and abide by an equal opportunities policy statement expressing its commitment to maintaining an equal opportunities policy in relation to the service it provides and the running of the Project.</p> <p>11. to ensure that no persons, whether employees of the Grant Recipient or otherwise involved in the delivery of the Project, shall have any direct contact with school pupils, without appropriate vetting having been undertaken and satisfactory clearance received.</p> <p>N.B. the total amount of Capital Grant will not be increased in any event of overspending by Steel City Schools Partnership.</p> <p><b>Legal Implications</b></p> <p>Sections 13(1) and 14 of the Education Act 1996 (EA1996) place an obligation on Local Authorities to secure that sufficient primary and secondary education are available to meet the demands of the population of their area.</p> <p>Sufficient is defined as sufficient in number, character and equipment to provide of all pupils the opportunity of appropriate education.</p> <p>Section 16 of the EA 1996 permits a Local Authority to assist any school that is not maintained by them and Section 18 allows Local Authorities to make arrangements for the provision of education for pupils at schools not maintained by that or any other Local Authority.</p>		
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	<p>Applying these powers, SCC has the power to assist Academy Trusts for the purposes of securing primary or secondary education places within a new or existing Academy.</p> <p>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).</p>		
<b>H</b>	<b>Essential compliance and maintenance</b>		
	None		
<b>I</b>	<b>Heart of the City II</b>		
	None		