

	Scheme name / business unit / summary description of key terms	Funder	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>		
	<p><b>Parkwood Springs Active Park</b></p> <p><b>Background</b> The Council have been successful in a bid for £500K from Sport England (British Cycling's Places to Ride fund). The funding is a designated contribution towards the Parkwood Springs Active Country Park project, which SCC's Parks &amp; Countryside Service have been developing to deliver a number of elements of the Parkwood Springs Masterplan. The funding is a capital contribution towards the delivery of the cycling facility along with the co-delivery of the community hub.</p> <p><b>Financial and Commercial Implications</b> The Financial &amp; Commercial implications are based upon an undated draft agreement and will be reviewed reviewing once the actual / final grant offer / financial agreement are received.</p>	The English Sports Council	500

<p>Grant is an Exchequer Funding Agreement for Development of Parkwood Springs Active Country Park project URN 2020021420 between The English Sports Council and Sheffield City Council to:</p> <ul style="list-style-type: none"> <li>- increase number of people getting active, with the vision that everyone in England, regardless of age, background or ability, feels able to take part in sport or activity.</li> <li>- provide new cycling facilities at Parkwood Springs Active Country Park including a Learn to Ride Area, new trail routes (up to 5km), integration and upgrade of existing trails (up to 4km) and a new build MTB hub with café, bike and repair shop and toilet facilities.</li> </ul> <p><b>FINANCIAL</b></p> <ul style="list-style-type: none"> <li>- maximum amount of £500,000.</li> <li>- Sport England's obligation to pay to the Applicant that part of the Exchequer Grant not drawn down in accordance with this Agreement shall cease on the Grant Expiry Date (31st March 2023).</li> <li>- The Exchequer Grant must be drawn down and spent no later than 31 March 2022 unless otherwise agreed in writing with Sport England.</li> <li>- Grant Term – the period from the date of this Agreement until the date which is 15 years after the date of the Project Agreement;             <ul style="list-style-type: none"> <li>o Recommend using this period for documentation retention purposes.</li> </ul> </li> <li>- The Applicant shall obtain Sport England's approval for the KPIs in accordance with clause <b>Error! Reference source not found.</b> prior to the drawdown of part or all of the Retention Amount (£15,000).</li> </ul>		
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	<ul style="list-style-type: none"> <li>- SCC are entitled, with notice to Sport England, to apply shortfall to any other item where either: the amount of the shortfall applied does not exceed the lesser of: £20,000; or 10% of the estimated total cost of the relevant other item of Eligible Expenditure as specified in the Cost Plan.</li>   <li>- Match-funding – any variation from the current IBC needs to be reviewed prior to final approval of the funding agreement.</li>   <li>- VAT - cost of the Project as set out in the Cost Plan is exclusive of VAT. If HM Revenue and Customs rules that VAT is payable, then the amount of the Exchequer Grant payable by Sport England shall be deemed to be inclusive of VAT</li>   <li>- The Exchequer Grant shall be used solely for the purposes of funding the Project to achieve the Strategic Purpose in accordance with the Cost Plan and is non-transferable to fund any other project or for any other purpose, and can only used on Eligible Expenditure to be incurred on amounts specifically identified in the Cost Plan.</li>   <li>- Match Funding - The Applicant shall procure all Other Funding required to enable it to perform its obligations under this Agreement and achieve the Strategic Purpose. The Applicant shall provide such evidence of the Other Funding</li>   <li>- The Exchequer Grant shall not be used to fund retrospectively any costs or liabilities incurred prior to the date of this Agreement.</li>   <li>- The Applicant to provide a 5-year forecast for KPI's for the facility against the Operations Plan to include: throughput, participants and volunteers; and the income/expenditure breakdown.</li>   <li>- If SCC end up hosting events there may be some revenue budget implications.</li> </ul>		
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	<p><b>COMMERCIAL</b></p> <ul style="list-style-type: none"> <li>- The Applicant shall consult with Sport England and British Cycling on the procurement and tender evaluation for the Project.</li> <li>- The Applicant shall provide copies of the full tender reports and all tenders submissions for the Project to Sport England and British Cycling for approval prior to the Applicant entering a contract for the works.</li> <li>- The Applicant shall provide confirmation to Sport England and British Cycling on the appointment of the main contractors for the Project and provide further copies of the executed contract documentation.</li> <li>- The Applicant shall consult and agree with Sport England and British Cycling on any value engineering proposals being considered for the Project.</li> <li>- The Applicant shall consult with Sport England and British Cycling on the construction details and methodology for the Project, including signage.</li> <li>- The Applicant shall provide Sport England and British Cycling with evidence of the discharge of planning conditions for the Project.</li> <li>- All public sector procurement is governed by and must be compliant with both European Legislation 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).</li> <li>- Contracts Standing Orders 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.</li> </ul>		
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	<ul style="list-style-type: none"> <li>- Grant Manager will need to develop a viable exit strategy for when the grant funding ends to ensure that there are no unfunded ongoing costs.</li> <li>- The Project Manager will need to read, understand and comply with all of the grant terms and conditions</li> </ul> <p><b>Legal Implications</b></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 accept the Exchequer Capital Grant of up to £500,000 from The English Sports Council (Sport England).</p> <p>If a decision is made to accept the grant, then the Council will be required to enter into an Exchequer Funding Agreement (the Agreement) with Sport England.</p> <p>The grant provided by Sport England is to be used solely for funding the capital expenditure in relation to the delivery of the Project and achieving the Strategic Purpose which are defined in the Agreement.</p> <p>Key points to note from the Agreement are:</p> <ul style="list-style-type: none"> <li>- The grant must be drawn down and spent by 31 March 2022, unless a later date is agreed with Sport England.</li> <li>- During the grant terms, the facility and the site must only be used to carry out the project and achieve the strategic purpose.</li> <li>- The facility no later than 12 months after it becomes available must achieve the KPI's that have been agreed and accreditation to the Quest Facility Management Scheme.</li> <li>- There are a number of conditions that need to be met prior to the drawdown of funding, these include but are not limited to obtaining planning full planning permission for the site and providing a copy of the programme for the project.</li> </ul>		
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	<p>There are further conditions prior to the drawdown of the retention amount. Officers must ensure that all of these conditions are able to be complied with.</p> <p>The Council must comply with all applicable legislation and regulations including but not limited to Public Contracts Regulations 2015, the Construction (Design and Management) Regulations 2015, UK GDPR, the Data Protection Act 2018 and Subsidy Control.</p> <p>The grant to the Council is not deemed to be a Subsidy. If any details around the project change then this will need to be re-assessed.</p> <p>The current agreement is draft, it is recommended that the Co-operative Executive delegates authority to the Executive Director of Place, in consultation with the Director of Finance and Commercial Services and the Director of Legal and Governance to finalise the terms of the Agreement and agree to the Council entering in to the Agreement on terms that are not materially different to those outlined above.</p> <p>Please note that there is a requirement within the Agreement for a restriction to be noted on the Council's registered title for the property. There are legal restrictions on the Council's ability to do this, therefore these clauses may be subject to negotiation with Sport England and approval to these changes will be sought under the delegation highlighted above.</p>		
<b>E</b>	<b>Housing growth</b>		
	<p><b>West Bar Highways &amp; Enabling</b></p> <p>See Appendix 1 for scheme details</p> <p>Sheffield City Region (SCR) funding will cover the construction costs of a new highway retaining wall and road layout to facilitate 2-way traffic on Bridge Street at the junction with the IRR (Corporation Street). It will also be used to fund further enabling works including Openreach diversion works on Bridge Street and the demolition of remaining structures on site to enable construction. This funding will be passported to URBO Developments to carry out the works.</p> <p>Financial and Commercial Implications</p>	<p>Sheffield City Region</p> <p>Brownfield Housing Fund</p>	<p>655</p>

<p>Key features (not exclusive) of the grant terms and conditions are summarised below. The Grant Manager will need to read, understand and comply with all of the grant terms and conditions.</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Key Dates</th> <th style="text-align: left;">Date</th> </tr> </thead> <tbody> <tr> <td>Commencement Date</td> <td>01/04/2021</td> </tr> <tr> <td>Funding Cessation Date</td> <td>31/03/2025</td> </tr> <tr> <td>Completion Date</td> <td>31/09/2021</td> </tr> <tr> <td>Clawback Review Date</td> <td>31/12/2024</td> </tr> <tr> <td>Final Review Date</td> <td>31/12/2024</td> </tr> <tr> <td>Interim Evaluation Date</td> <td>31/01/2022</td> </tr> <tr> <td>Final Evaluation Date</td> <td>31/03/2025</td> </tr> <tr> <td>Closure Date</td> <td>31/03/2025</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Grant is to achieve the Project Outputs, Project Outcomes and Targets.</li> <li>• “Subsidy Rules” means the UK-EU TCA Rules and the WTO-ASCM Rules together</li> <li>• Grant only for Eligible Costs and not to be used for any other purpose without prior approval.</li> <li>• Only claim Qualifying Expenditure defrayed from Commencement Date to Completion Date. Expenditure claimed outside of these dates is ineligible for Grant purposes.</li> <li>• Notify SCR in advance when applying for / receiving third party funding</li> <li>• Grant is conditional on provision of match funding letters to SCR in advance of a claim.</li> <li>• SCC shall not recover more than salary plus 35% on-costs annually for it’s own internal administration costs.</li> </ul> <p>SCC shall not apply for / accept:</p> <ul style="list-style-type: none"> <li>(i) duplicate funding for the Project /any related administration costs already funded by SCR</li> <li>(ii) Any funding applied to Eligible Costs resulting in a threshold breach for funding Eligible Costs as per the Subsidy Rules.</li> </ul>	Key Dates	Date	Commencement Date	01/04/2021	Funding Cessation Date	31/03/2025	Completion Date	31/09/2021	Clawback Review Date	31/12/2024	Final Review Date	31/12/2024	Interim Evaluation Date	31/01/2022	Final Evaluation Date	31/03/2025	Closure Date	31/03/2025		
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<ul style="list-style-type: none"> <li>• SCC to notify SCR if not claiming the Maximum Grant / yearly sum available</li> <li>• Any shortfall in match funding or cost overrun, SCC shall procure alternative funding or provide funding to ensure Project Outputs/ Outcomes and Targets are achieved by the Completion Date/Final Review date</li> <li>• No project changes without prior funder approval (not exclusive): Completion Date, Project Outputs, Project Outcomes, Maximum Amount, Final Review Date, Clawback Review Date.</li> <li>• SCR has provided to SCR evidence to satisfy the following Special Conditions.</li> <li>• Agree schedule of inclusive growth indicators/targets to ensure the project delivers wider socio-economic benefits to be monitored/reported.</li> <li>• Submission of acceptable Subsidy Control opinion</li> <li>• Grant subject to closure of Special Conditions and failure to provide satisfactory evidence of Special Conditions within 90 days of contract execution may result in default/termination of the Agreement (see details)</li> <li>• Comply with monitoring and reporting requirements (see full details)</li> <li>• Records kept as originals/certified true copies of originals or on commonly accepted data carriers including electronic versions of original documents.</li> <li>• Grant is outside the scope of VAT but if any VAT shall become chargeable the payment of the Grant is inclusive of all VAT.</li> </ul> <p><b>Legal Implications</b></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 accept the £655,000 of grant funding from the Barnsley, Doncaster, Rotherham and Sheffield Combined Authority (the Authority)</p> <p>If a decision is made to accept the funding from the Authority from the Sheffield City Region Housing Fund (Brownfield) then the Council will be required to enter into a grant agreement (the Agreement) with the Authority. The Agreement is to ensure that the Project achieves the Project Outputs, Project Outcomes and Targets.</p>		
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	<p>The grant must only be used for the eligible costs and it subject to the special conditions and the terms of the grant agreement. Expenditure can only be defrayed from the commencement date to the completion date.</p> <p>Any significant changes to the project or changes which have the potential to breach subsidy control must be approved by the Authority.</p> <p>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 targets.</p> <p>Officers must ensure they are aware of any comply with all reporting and monitoring requirements.</p> <p>In the event that the project outputs are not achieved, the grant is subject to up to 100% clawback. The grant may also be required to be repaid if the agreement is terminated in specific circumstances.</p> <p>The Council is intending to passport the funding to Urbo (West Bar) Limited, via a back to back agreement. 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>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.</p> <p>The Council has carried out an assessment under Subsidy Control the Council does not believe there to be any unlawful Subsidy Control.</p>		
<b>F</b>	<b>Housing investment</b>		
	None		
<b>G</b>	<b>People – capital and growth</b>		
	None		

<b>H</b>	<b>Essential compliance and maintenance</b>		
	None		
<b>I</b>	<b>Heart of the City II</b>		
	None		