

	Scheme name/ summary description of key terms	Funder	Value £'000
A	Economic growth		
	<p>Grey To Green 2 – ERDF funding increase</p> <p>Background See Appendix 1 Section A (above)</p> <p>Financial & Commercial Implications Project Name: Castlegate Grey to Green Phase 2 Project Reference Number (PCR): 28R18S02556 Variation Number: PCR/004783</p> <p>The implications relate to the existing Funding Agreement between DLUHC and SCC. A Project Change Request (PCR) was made on 4th January 2022 and accepted by the funder, dated 24th January 2022.</p> <p>SCC were, and continue to be, contractually obliged to deliver this project.</p> <p>PCR is for an additional £282,626 ERDF funding to fill the gap between a potential project cost increase of £776,446, with match funding (an element of which is contained within existing budgets) covering £493,820.</p> <p>There is no change to the overall number of outputs, however the Priority 5b better conservation status has been moved from Q2 2022 to Q3 2022 to tie in with the end of the scheme in July 2022.</p> <p>There are no other changes to the previous Funding Agreement – please refer to the previous Form 2a financial & commercial implications (at appendix 4) which remain unchanged other than for those implications mentioned above.</p> <p>Legal Implications</p> <p>1.1 The original ERDF Funding Agreement dealing with the G2G2 project - to improve to Castlegate, Exchange Place and Snig Hill - was approved by Cabinet on</p>	European Regional Development Fund via MHCLG	Up to 283

	<p>21 November 2018 and subject of a previous report outlining its terms and conditions (See appendix 4).</p> <p>1.2 Under the terms of the original Funding Agreement the Secretary of State offered the Grant to the Council on the terms and conditions of that Agreement. The previous extension and the proposed current extended grant provisions are pursuant to and compliant with that Agreement.</p> <p>1.3 Variation or extension of the terms and conditions to the original ERDF G2G2 Agreement are permitted under clause 2.3 of that original Agreement and it states that “reference to ‘this Funding Agreement’ includes any variations made from time to time pursuant to these terms” which enables the Secretary of State to extend the funding amounts to the City Council.</p> <p>1.4 The proposed current variation amends the original Funding Agreement’s ‘Expenditure Profile’ replacing it with a revised profile issued by the Department for Levelling Up, Housing and Communities and attached to their letter of variation dated 24th January 2022 as Annexure A. The Targets set out in Schedule 3 of the original Funding Agreement are also to be replaced by the Table 2 also attached to the variation letter. In all other respects the Funding Agreement, including any variations, remains effective and unaltered except as amended by this new Variation.</p> <p>1.5 The Localism Act 2011 s.1 provides local authorities with a “general power of competence” which enables them to do anything that an individual can do so 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 need. The proposed Programme can be delivered through the Council using its general power of competence.</p> <p>1.6 Any grants accepted by the Council can only be received following the approval of the Director of Resources & Head of Strategic Finance (Art 6.2.1 & Art. C.2.1.5 ‘Grant Funding’) and then managed by an Executive Director (or their delegate) under Article 6.2.2 of the Financial Procedure Rules.</p> <p>1.7 Any procurement undertaken must and will comply with the Council’s CSOs, procurement legislation and Subsidy Control rules.</p>		
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B	Transport		
	<p>Electric Vehicle Charger Points</p> <p>Background</p> <p>See Appendix 1 Section B (above)</p> <p>Financial & Commercial Implications</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 and ensure that there are no ongoing unfunded costs once the project has ended.</p> <ul style="list-style-type: none"> • Grant to achieve the project Outputs (Schedule 4), Outcomes and Social Value Outcomes. • Grant subject to clawback if Project Outputs/Outcomes are not achieved by the required dates. • Grant includes non-recoverable VAT • Retention of 5% for each Grant claim (see criteria) • Comply with Subsidy Rules: UK-EU TCA Rules/WTO-ASCM Rules • SCC to do due diligence that payments will not breach Subsidy Rules. • Grant only for project delivery (subject to Special Conditions) and cannot be used otherwise without approval. • Only claim Qualifying Expenditure defrayed from Commencement Date to Completion Date. Expenditure outside of these dates is ineligible. • SCC to notify the funder if applying for other project funding. • Grant conditional upon providing match funding letters in advance. • SCC must not apply for/accept duplicate funding for the Project. • Cannot recover more than salary+35% on-costs annually for admin • Notify SYMCA if not claiming Maximum Grant by 31/12 in any Financial Year. • SCC to fund shortfalls in match funding/cost overrun and ensure outputs/outcomes are met. 	<p>South Yorkshire Mayoral Combined Authority – Get Britain Building Fund</p>	<p>+482</p>

	<ul style="list-style-type: none"> • No changes to the Project without SYMCA approval • Comply with monitoring and reporting requirements • SCC shall use/maintain operationally Project Outputs for 5 years from Completion Date. • Grant for Capital expenditure - to be treated as funded by a capital receipt to reflect S25(1)(b) of The LA (Capital Finance/Accounting) Regulations 2003 • Maintain detailed records for 10 years following grant award • All projects document regarding implementation/financing are retained for 5 years <p>Grant may be reduced, suspended, withheld or repaid if (not exclusive-see details):</p> <ul style="list-style-type: none"> • Project Changes without prior SYMCA approval • Failure to comply with Special Conditions • Works not commenced within 3 months of Agreement • SCC has not made satisfactory progress with Project delivery <p>Commercial Implications</p> <ul style="list-style-type: none"> • All public sector procurement is governed by and must be compliant with the Grant Agreement, UK National Law and where relevant EU 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. <p><u>Legal Implications</u></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 grant of up to £482,337.53 of Get</p>		
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	<p>Britain Building Funding from the South Yorkshire Mayoral Combined Authority (SY MCA).</p> <p>If a decision is made to accept the grant, then the Council will be required to enter into a grant agreement (the Agreement) with SY MCA.</p> <p>The grant provided by SY MCA is to be used only for the delivery of the project, subject to the special conditions and in accordance with the terms and conditions detailed in the Agreement.</p> <p>Key points to note from the Agreement are:</p> <ul style="list-style-type: none"> • No significant changes should be made to the project without SY MCA's prior written agreement. • The Council must be aware of any comply with their obligations, some of which are outlined below. • If there is a cost overrun, the Council shall procure alternative funding or provide the funding itself to ensure that the project outputs, outcomes and social value outcomes are achieved by the completion date and final review date. • The Council must procure the commencement of the Works within 30 days from the date of the Agreement. • The Council must procure achievement of the project outputs by the completion date. • The Council must procure achievement of the project outcomes and social value outcomes by the final review date. • The Council should use and maintain the project outputs for a period of 5 years from the completion date. • The Council should work with the SY MCA to link the site into other regeneration and development initiatives. • SY MCA will only make payment of the grant if they are satisfied that the Council are not in breach of any of the obligations within the Agreement. • The grant can be reduced, suspended, withheld or require repayment in specific circumstances for example if there is a change to the project without approval of the SY MCA, if the Council fails to adhere to the special conditions, if SY MCA considers that the Council has not made satisfactory 		
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	<p>progress with the delivery of the project in accordance with the key milestones and delivery milestones, fails to submit monitoring returns, fails to achieve the project outputs or outcomes meaning the project will not be completed, or the Council fails to maintain and use the fixed assets and project outputs for 5 years from the completion date.</p> <p>The Council must comply with all applicable legislation and regulations including but not limited to the Public Contracts 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>		
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		
	None		

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