

	Scheme name / business unit / summary description of key terms	Funder	Value £'000
<b>A</b>	<b>Transport Regeneration &amp; Climate Change</b>		
Page 57	<p><b>City Centre Bike Hub</b></p> <p><b>Background</b></p> <p>The scheme is to provide a “bike hub” in the Telephone House Block of the Heart of the City Development, providing a bicycle repair shop and secure bicycle storage facilities.</p> <p><b>Financial and Commercial Implications</b></p> <p>Key features of the Grant Agreement and terms and conditions are summarised as follows. 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 and develop an exit strategy to ensure that there are no ongoing unfunded costs when the grant ends:</p> <ul style="list-style-type: none"> <li>• The Grant is a capital grant of £294,540 from South Yorkshire Mayoral Combined Authority (“SYMCA”) and Sheffield City Council (“SCC”).</li> <li>• The Grant is to fit out Telephone House, Sheffield as a bike hub (the “Project”).</li> <li>• The Grant is expected to be funded from the Active Travel Fund 2, with SCC providing £33,000 of funding from the Local Transport Plan to the Project in addition to the Grant.</li> <li>• The Grant is made in addition to the £6,000 of Stage 1 of the Project. Due regard must be paid to the terms and conditions for the Stage 1 funding (see details).</li> <li>• Grant release subject to the meeting of Special Conditions (see details). Failure to provide evidence of Special Conditions may result in Default/termination of agreement.</li> <li>• Grant used to achieve Project Outputs/Outcomes, including Social Value Outcomes (see details).</li> <li>• Grant for Qualifying Expenditure defrayed for the Project.</li> <li>• Grant subject to clawback if Project does not achieve Outputs.</li> <li>• Commencement/Completion Dates as per Schedule 2 (see details)</li> <li>• Closure Date/Funding Cessation Date as set out in Schedule 2 (see details)</li> <li>• Subject to acceptable subsidies Article 3.4 of UK-EU TCA Rules / WTO-ASCM Rules together.</li> <li>• Grant only for Eligible Costs subject to Special Conditions (see details).</li> <li>• Grant Claims must only be made using the approved claim form (see details).</li> </ul>	South Yorkshire Mayoral Combined Authority	294.5

- Grant shall not be used for any other purpose without SYMCA permission.
- Only claim Qualifying Expenditure defrayed from Commencement to Completion Date. Qualifying Expenditure outside these dates is ineligible. Claims made monthly in arrears.
- Notify SYMCA in advance of intention to apply for third party funding,
- Grant payment is conditional upon match funding letters provided to SYMCA and match funding will need to be eligible, available to use and evidenced.
- Grant is subject to 5% retention, to be paid by SYMCA to SCC on satisfactory completion of the Project (see details).
- SCC shall neither apply for/ accept duplicate funding re: any part of the Project/related administration costs funded by SYMCA.
- SCC cannot recover more than 35% overheads for staff costs. Any Stage 1 costs in respect of the Project cannot be recovered.
- Inform SYMCA if grant claims profile changes.
- SCC is responsible for any match funding shortfalls etc (see details)
- No Project changes (see details) without SYMCA approval.
- SCC to ensure VFM in procurement of goods/services funded by the Grant.
- SCC to procure activity commencement within 30 days of Agreement date.
- Project Outputs are achieved by the Completion Date.
- SCC shall certify the full Project costs (see details) defrayed (by S151 Officer)
- SYMCA may clawback Grant in a number of circumstances (see details):
- Grant subject to Subsidy Rules and SCC warrants/represents that Grant is not prohibited by the Subsidy Rules (see details).
- SCC shall not breach the Subsidy Rules.
- SCC to undertake a project learning review at the end of the Project.
- SCC to inform SYMCA of other public funding used against the Eligible Costs
- Records to be kept for 10 years following granting of the aid.
- SCC is to comply with the accounting audit, monitoring and reporting requirements specified in the grant agreement (see details).
- SCC to comply with sustainable development principles (see details).
- SCC must comply with the publicity requirements of the Grant Agreement (see details).

SCC must comply with the detailed performance management, project evaluation and key performance indicator requirements specified in the Grant Agreement (see details). Minimum quarterly monitoring reports required.

- SCC must comply with the risk management obligations contained in the Grant Agreement and maintain an appropriate risk register (see details).

- Grant maybe subject to External Audit.
- Grant is subject up to 100% total Clawback (see details) to the extent that the Project Outputs are not achieved in full by the Completion Date
- On Completion Date SYMCA, may take account of the extent to which the Project Outputs/Outcomes have been achieved.

**Commercial Implications**

All public sector procurement is governed by and must be compliant with the Grant Agreement 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).

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, comply with the Local Government Transparency Code 2015. The Portfolio / Service Grant Manager will need to contact the Commercial Services Team for detailed guidance on adherence to these rules when spending grant monies.

**Legal Implications**

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. This enables the Council to become accountable body and accept the funding of up to £294,540 from the South Yorkshire Mayoral Combined Authority (SY MCA).

The Transport Act 2000 places a duty on local authorities to develop and implement policies which will promote and encourage safe, integrated, efficient and economic transport that meets the needs of persons living, working, visiting, or travelling through their area. This grant will enable the Council to increase the infrastructure for new and existing cyclists to safely store and maintain the cycles in a strategic city centre location to enable visitors to the city centre to leave their bikes in confidence, which will encourage individuals to cycle into the City Centre rather than drive, therefore supporting the Council in fulfilling that duty.

The Council have committed to reducing the levels of air pollution in the city, and ensuring that the levels are below the legal limits detailed in the Air Quality Standards Regulations 2010. By increasing the infrastructure available for cyclists in the City Centre, should then support the Council in reducing the levels of air pollution to comply with the regulations.

If a decision is made to become accountable body for the funding, then the grant agreement will be entered into with the funder.

Key points to note from the grant agreement with the SY MCA are:

	<ul style="list-style-type: none"> <li>• Payment of the grant is subject to the special conditions being satisfied prior to contract execution, these are (i) A satisfactory assessment of the Project’s financial sustainability following completion (ii) Confirmation of how the ongoing revenue and maintenance costs of the Project will be met in future years.</li> <li>• The funding can be reduced, suspended, withheld or require repayment in specific circumstances. This includes for example failing to comply with special conditions or the works not being commenced within 3 months.</li> <li>• All documents relating to the implementation and financing of this grant must be retained for 6 years from the date of the agreement. All documents and evidence relating to any subsidy control assessment must be retained for 10 years.</li> </ul> <p>The Council must comply with all applicable legislation and regulations including but not limited to UK GDPR, the Data Protection Act 2018, Equality Act 2010 and the Subsidy Control Act 2022. A subsidy control assessment will be carried out before any spend is incurred.</p>		
<b>Page 60</b>	<b>Communities Parks &amp; Leisure</b>		
<b>C</b>	None		
<b>C</b>	<b>Waste and Street Scene</b>		
	None		
<b>D</b>	<b>Adult Health &amp; Social Care</b>		
	None		
<b>E</b>	<b>Housing</b>		
	None		
<b>F</b>	<b>Education Children &amp; Families</b>		
	None		

<b>G</b>	<b>Strategy &amp; Resources</b>		
	None		
<b>H</b>	<b>Economic Development &amp; Skills</b>		
	None		

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