

Appendix 2

Grants for issue

	Scheme name / summary description of key terms	Recipient	Value £'000
A	Transport Regeneration & Climate Change		
Page 113	<p>94140 Levelling up Fund – Attercliffe Aqueduct</p> <p>See section 2 for full scheme details.</p> <p>Background</p> <p>This project has previously been approved to conduct feasibility works to assess improvement works to the aqueduct in order to make it more attractive and encourage a greater use of the footpaths. Planned works will include grouting to the aqueduct walls with the aim of reducing water dripping onto pedestrian routes and these works will be carried out by Canals and River Trust [CRT] at a cost of £125k.</p> <p>Legal Implications</p> <p>The Council has a general power of competence 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 award the grant funding and enter into a grant agreement with the Canal & River Trust.</p> <p>The capital grant of £125,000 to the Canal & River Trust, is to be used towards procuring a contractor to carry out works to control the water ingress to the Attercliffe Viaduct.</p> <p>If a decision is made to award this grant funding to the Canal & River Trust, then a grant agreement will be put in place between the Council and the Canal & River Trust. The key terms of the grant agreement are:</p> <ul style="list-style-type: none"> • Payment of the grant will be in arrears, following completion of the funded activity. Payment will be subject to copies of invoices being received and evidence of the works being completed being received. • The grant must only be spent on the funded activity, to achieve the purpose outlined in the grant agreement. • The Council are able to terminate the grant agreement giving 2 weeks' notice. • The grant must be spent by the end of the grant period. 	Canals & Rivers Trust	125

	<ul style="list-style-type: none"> Monitoring obligations must be complied with, this will include but not be limited to keeping the Council regularly informed and allowing the Council to observe the funded activity being undertaken as appropriate, written updates on the progress of the funded activity, and copies of invoices provided. <p>The grant to the Canal & River Trust is not deemed to be a subsidy.</p> <p>The Council must comply with all applicable legislation and regulations including but not limited to UK GDPR, the Data Protection Act 2018 and the Subsidy Control Act 2022.</p>		
--	---	--	--

B	Communities Parks & Leisure		
----------	--	--	--

Page 114	<p>94498 Hillsborough Multi-Activity Hub</p> <p>See section 2 for full scheme details.</p> <p>Background</p> <p>Following approval to procure a Partner with whom SCC can work to make a step change to the sports and recreational offer at Hillsborough Park and other tennis courts within Sheffield, an open competition procurement process has taken place and Courtside CIC have been appointed as Partner.</p> <p>This will deliver a high-quality multi sports activity hub focused around:</p> <ul style="list-style-type: none"> Development of the MUGA and Tennis Courts A Catering/ Kiosk Opportunity Wider recreational facilities An accessible toilet in the park <p>This will support positive health and wellbeing opportunities for communities across Sheffield and thereby address health inequality.</p> <p>To enable this we wish to passport S106 funds to Courtside CIC as outlined in the approved Co-Executive Report 20th April 2022 in order to support them to deliver this development.</p> <p>Legal Implications (Review prepared by external support – Browne Jacobson)</p> <p>The key aspects of the grant are:</p>	Courtside CIC	183
----------	--	---------------	-----

- appointment of competent & qualified contractors and works maintained to appropriate sports BS EN 15312:2007
- it submits to the Council prior to tendering of the Works the final design details and specifications and any further documents requested by the Council for approval.
- it submits final plans to the Council and get European Design Standards certification on completion.
- it procures the design and construction of the Works and assume the full duties and responsibilities of 'client' for the Works including those duties imposed by the Construction (Design and Management) Regulations 2007 (CDM Regulations).
- it shall be responsible for the ongoing maintenance of the Premises and the associated costs of this.

Purpose

- The Grant is only to be used for the delivery of the Project and restrictions are imposed on making significant change to the Project.
- There are restrictions on the Recipient to apply for duplicate funding but the Recipient is able to apply for third party funding (with information in relation to any third-party funding needing to be provided to the Council)

Payment

- Payment is conditional upon the Grant Recipient complying with its obligations under the Agreement.

Use

- The Recipient must only use the Grant for Allowable Expenditure and the delivery of the Project. It must not use the grant to pay members of its Governing Body, purchase buildings or land or pay for any expenditure commitments from prior to the Commencement Date.
- If there are any unspent monies at the expiry of the Term, these must be returned to the Council unless agreed otherwise in writing.
- Any liabilities that arise at the end of the Project (including staff redundancy) must be managed and paid for by the Grant Recipient and there are no obligations on the Council to provide additional funding for this purpose.

Grant Recipient Obligations

- These are dealt with at clause 5 and are reasonable and include the fundamentals we would expect to see including, amongst other things, timeliness, insurance, accounting and procurement obligations. There is scope for additional drafting based upon the specific Grant Recipients circumstances and the basis for making the grant.
- Some highlight obligations include, but are not limited to:

- The Grant Recipient has to procure the successful delivery of the project following appointment of contractors under Council procurement procedures.
- Recipient must maintain appropriate records.
- Maintain a register of and not dispose of capital assets purchased with grant funding.
- The Grant Recipient provides a full indemnity against all losses, claims, expenses, demands and/or liabilities whatsoever which the Council may incur as a result of any act or omission by the Grant Recipient or its associates or any breach of the Agreement by the Grant Recipient.
- There are the usual obligations to return funding if it's found to be an illegal subsidy. Additional subsidy control drafting is being included.

Warranties

- These are given at clause 6 and the Grant Recipient warrants that, amongst other things, it is able to enter into the agreement, it is not currently embroiled in litigation and that is not subject to any other obligation which may have a material adverse effect on its obligations under the Agreement.

Monitoring and Reporting

- The Grant Recipient must abide by the on-going project monitoring and reporting requirements at clause 7 and upon request must provide reasonably requested documents to the Council and provide reasonably requested access to the Council.

Termination, withholding, suspending and repayment of the Grant

- The Council has absolute discretion to terminate, reduce, withhold or suspend the whole of or part of the Grant and has a right to Clawback (under clause 16) in part or in full where the Grant Recipient does not, amongst other things, achieve the Project outputs at the reasonable satisfaction of the Council, deliver the Project in accordance with the Agreement, use the Grant for purposes other than those for which it has been awarded or where obligations from a third party funder to the Grant Recipient would bring the Council's reputation into disrepute.
- The Council has the right to terminate upon convenience by giving 1 month's written notice under clause 9. Upon which the Grant Recipient will have to return any unspent monies.
- Clause 11 allows the Council to require an exit plan from the Grant Recipient upon termination.
- Certain clauses will survive termination including, but not limited to, the limitation of the Council's liability for any delays in payment of the Grant, certain of the Grant Recipient's obligations under clause 5, certain of the monitoring requirements on the Grant Recipient under clause 7 and Clawback under clause 16.
- The Clawback right under clause 16 protects the Council in the event of breach / default of delivery.

	Change to Project and Reprofiting <ul style="list-style-type: none"> Under clause 15 the Grant Recipient must notify of any change to any aspect of the Project and this shall help eliminate project drift. 		
C	Waste and Street Scene		
	None		
D	Adult Health & Social Care		
	None		
E	Housing		
	None		
F	Education Children & Families		
	91028 Peaks Post-16 SEND Provision See Section 2 for full details. Background The capital grant of £1,146,417 to Sheffield College, which is to be used towards the proposed Special Educational Needs and Disabilities Provision at Sheffield Colleges Peaks Campus will ensure that the Peaks Campus is fit for purpose in delivering places for young people in key stage 5 with high needs. Legal Implications Under Section 13 of the Education Act 1996, the Council has a statutory duty to secure efficient primary education, secondary education and further education to meet the needs of the population in their area, the Council must also under Section 13a of the Education Act ensure fair access to opportunity for education and training. A grant agreement will be put in place with Sheffield College. The grant agreement is not yet finalised; however, the key terms of the grant agreement are: <ul style="list-style-type: none"> The grant must only be spent on the funded activity, to achieve the purpose outlined in the grant agreement. The Council are able to terminate the grant agreement giving 6 months' notice.	The Sheffield College	1,416.4

	<p>Payment of the grant shall be made in arrears to reimburse expenditure incurred by Sheffield College. Payment of the grant shall be subject to copies of invoices to evidence expenditure being received and checked.</p> <p>The grant must be spent by the end of the grant period.</p> <p>All funded activity will comply with statutory regulations and result in the appropriate approvals.</p> <p>The grant recipient must also ensure that value for money and best value are achieved at all times.</p> <p>Monitoring obligations must be complied with, this will include but not be limited to quarterly monitoring visits, written narratives and updates on the progress of the funded activity and update meetings once a month.</p> <p>The grant to Sheffield College is not deemed to be a subsidy.</p> <p>The Council must comply with all applicable legislation and regulations including but not limited to UK GDPR, the Data Protection Act 2018 and the Subsidy Control Act 2022.</p>		
G	Strategy & Resources		
Page 118	None		
	Economic Development & Skills		
	None		