PROJECT AGREEMENT FOR THE GEELONG CITY DEAL

An agreement between:

- the Commonwealth of Australia; and
- the State of Victoria

The output of this project will be the delivery of Commonwealth funded projects in the Geelong City Deal.

Project Agreement for the Geelong City Deal

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of projects agreed under the Geelong City Deal. Projects will be delivered in Geelong and the Great Ocean Road Region to revitalise Geelong and unlock the potential of the Great Ocean Road Region visitor economy.

Reporting Arrangements

 The Government of Victoria will report twice annually against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the Government of Victoria of \$180 million exclusive of GST in respect of this Agreement, as set out in Part 5 - Financial Arrangements.

PART 1 - FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Government of Victoria (the State).

Term of the Agreement

- 7. This Agreement will commence as soon as the Commonwealth and the State sign it and will expire on 30 June 2026 or on completion of the projects, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.
- 8. This Agreement should be read in conjunction with the Geelong City Deal (the Deal) and the Geelong City Deal Implementation Plan (the Plan).

PART 2 - PROJECT OUTPUTS

Output(s)

- 9. Consistent with the signed Geelong Implementation Plan, the outputs of this Agreement will be to:
 - (a) Design and build a new Geelong Convention and Exhibition Centre Precinct;
 - (b) Delivery of a number of projects to Revitalise Central Geelong;
 - (c) Support the Geelong Waterfront Safe Harbour Precinct project;
 - (d) Delivery of priority projects under the Shipwreck Coast Masterplan;
 - (e) Redevelopment of Apollo Bay Harbour;
 - (f) Redevelopment of Point Grey in Lorne;
 - (g) Completion of Stage 1 of the Great Ocean Walk between Apollo Bay (Wild Dog Creek) and Skenes Creek;
 - (h) Undertake a feasibility study for Stage 2 of the Great Ocean Walk between Skenes Creek and Cumberland River;
 - (i) Undertake improvements to tourism infrastructure at Kennett River;
 - (j) Complete the Great Ocean Road visiting drivers Road Safety Education Campaign; and
 - (k) Redevelopment of the Queenscliff Ferry Terminal.

PART 3 - ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

- 10. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the projects under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) notifying the State of the outcome of the completed assessment for approved activities, or when reviews, such as for business cases, are completed;
 - (c) providing a consequent financial contribution to the State to support the implementation of this Agreement;
 - (d) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and
 - (e) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

(f) working with the State to support Aboriginal employment and procurement opportunities through the Geelong City Deal, including by applying a minimum 1 per cent Aboriginal employment target and a minimum 1 per cent supplier use target for the Geelong Convention and Exhibition Centre Precinct and for priority projects under the Shipwreck Coast Master Plan, with a view to meet a more ambitious target over the life of the City Deal of 3 per cent for these projects. The aspiration target of 3 per cent supplier use will be applied across all projects over the life of the agreement, noting this may be impacted by the size and scale of Victoria's aboriginal businesses.

Role of the State

- 11. The State will be responsible for:
 - (a) providing a financial contribution to support the implementation of this Agreement;
 - (b) all aspects of delivering on the project outputs set out in this Agreement. This may be through managing the project or managing the external party where the Commonwealth payment is being made through the State to that party;
 - (c) making relevant payments to the Local Government Authorities and other specified entities as they meet performance milestones as set out in Schedules to this Agreement;
 - (d) reporting on the delivery of outputs as set out in Part 4 Project Milestones, Reporting and Payments;
 - (e) advising the Commonwealth of any underspend that will occur on a Project, prior to the final Commonwealth contribution for that Project;
 - (f) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (g) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
 - (h) work with G21 Region Opportunities for Work (GROW) to generate Indigenous, social and local employment and procurement opportunities across all projects
 - (i) work with project proponents to meet the agreed Indigenous, social and local employment and procurement targets across all projects

Shared roles

- 12. The Commonwealth and the State agree to be jointly responsible for:
 - (a) Participating in consultations as appropriate regarding the implementation of this Agreement;
 - (b) Negotiating new or revised Schedules to this Agreement;
 - (c) Conducting evaluations and reviews of outputs delivered under this Agreement; and

- (d) Commit to developing a framework to apply the 50:50 split between the Commonwealth and Victoria for value capture from projects under the Geelong City Deal by end of May 2020.
- (e) Develop a Geelong City Deal Communications Plan, which will include branding protocols.
- 13. In accordance with Clause 27, relating to reallocation of surplus funds, both parties will agree to how funds will be re-invested.
- 14. Where future milestones for a project will be determined by a business case or project plan, both parties will be jointly responsible for determining how a project continues, based on the outcome of the business case or project plan.
- 15. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 - PROJECT MILESTONES, REPORTING AND PAYMENTS

- 16. Projects, milestones for these activities or projects, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments will be outlined in Schedules to the Agreement.
- 17. Business cases or project plans will need to provide as a minimum the details of:
 - (a) project management arrangements, including an implementation schedule for the delivery of the project;
 - (b) risk management for both project delivery and for any potential operational risks;
 - (c) governance arrangements including management of any approvals or regulatory requirements;
 - (d) stakeholder engagement;
 - (e) expected employment opportunities to be generate as a result of the project;
 - (f) proposals on how the project will work with GROW and other organisations to meet indigenous, local and social and employment and procurement targets;
 - (g) workplace Relationship Management Plan compliant with WHS and Building Code requirements; and
 - (h) any other information the State considers relevant to enable the Commonwealth to assess the business case or project plan.

Reporting arrangements

18. The State will provide performance reports in accordance with the Schedules to this Agreement, during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

- 19. The State will monitor and provide performance reports against the Indigenous targets on a project-by-project basis consistent with the targets in the Implementation Plan and the State's Indigenous policies.
- 20. The State will monitor and provide performance reports against local, social and indigenous employment and procurement on a project-by-project basis consistent with the targets in the Implementation Plan and the State's policies.
- 21. In accordance with the Implementation Plan, the Deal has separate reporting requirements, including an annual report and a three yearly review. Where possible, efforts will be made to align reporting dates to minimise administrative burdens on the Commonwealth and the State.
- 22. The City Deal reporting framework, as outlined in the Implementation Plan, will be used to assess the degree to which the agreed outputs and purpose of the Agreement have been achieved over the life of the Agreement.

PART 5 - FINANCIAL ARRANGEMENTS

- 23. The Commonwealth will provide an estimated total financial contribution to the State of \$180 million in respect of this Agreement. All payments are GST exclusive.
- 24. The Commonwealth's funding contribution will not be reduced where the State secures funding from other activity partners.
- 25. The Commonwealth's and the State's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with Schedule D Payment Arrangements of the IGA FFR, are shown in Table 1.

Table 1: Estimated Commonwealth National Partnership financial contributions

Funding (million)

| | | | onanig (iii | | | | | |
|--|---------|---------|-------------|---------|---------|---------|-------------------------------|------------------|
| Project | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | To be allocated (up to) | Total (up to) |
| Geelong Convention and Exhibition Centre Precinct | | \$0.58 | | | | | \$29.42 | \$30.00 |
| Revitalising Central Geelong | \$0.20 | | | | | | \$20.65 | \$20.85 |
| Geelong Waterfront Safe Harbour Precinct | \$3.50 | | | | | | | \$3.50 |
| Priority projects under the Shipwreck Coast Masterplan | | | | | | | \$88.15 | \$88.15 |
| Redevelopment of Apollo Bay Harbour | \$0.60 | \$0.30 | | | | | \$11.10 | \$12.00 |
| Point Grey, Lorne Redevelopment | \$0.25 | | | | | | \$7.75 | \$8.00 |
| Great Ocean Walk (Stage 1) — Apollo Bay (Wild Dog Creek) to Skenes Creek | \$0.20 | \$0.30 | | | | | \$4.50 | \$5.00 |
| Feasibility study for Great Ocean Walk (Stage 2) – Skenes Creek to Cumberland River | \$0.15 | \$0.20 | | | | | | \$0.35 |
| Improvements to tourism infrastructure at Kennett River | \$0.30 | \$0.20 | | | | | \$1.40 | \$1.90 |
| Great Ocean Road visiting drivers Road Safety Education Campaign | \$0.20 | \$0.05 | | | | | - | \$0.25 |
| Redevelopment of the Queenscliff Ferry Terminal | \$0.692 | | | | | | \$9.308 | \$10.00 |
| | | | | | | | | \$180.00 |

- 26. Having regard to the agreed estimated costs of projects specified in this Agreement, the State will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the State (or the external party where the Commonwealth payment is being made through the State to that party) bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the State to deliver projects cost effectively and efficiently.
- 27. However, contrary to Clause 26, where a reported underspend, as required by Clause 11(e), is either \$500,000 or 10 per cent of the Commonwealth investment (whichever is higher), the remaining funds will be re-invested. Re-investment will be in either existing Geelong City Deal projects outlined in Clause 9 or projects consistent with the City Deal's Purpose specified at Clause 2 of this Agreement.
- 28. Where a decision is made not to continue with a project the remaining funds for that project will be re-allocated in accordance with Clauses 13 and 27 of this Agreement.

PART 6 - GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

29. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

- 30. The Agreement may be amended at any time by agreement in writing by either of the Parties.
- 31. Schedules to this Agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
- 32. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

33. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

- 34. Either Party may give notice to other Party of a dispute under this Agreement.
- 35. Officials of both Parties will attempt to resolve any dispute in the first instance.
- 36. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Schedule A: Geelong Convention and Exhibition Centre Precinct

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. The Geelong Convention and Exhibition Centre will include a Convention and Exhibition Centre and public realm improvements around the Convention and Exhibition Centre and within the precinct. The feasibility of a new hotel, retail, restaurants and other commercial offerings will also be explored as part of developing the precinct.
- 3. The Commonwealth will contribute up to \$30 million of a total project cost of \$174.2 million.
- 4. The Commonwealth commitment is contingent on State and Commonwealth acceptance of a revised business case addendum.
- 5. The State will be responsible for ensuring the business case addendum for this project schedule provides relevant information in accordance with clause 17 of the Agreement. This will include detailed cost estimates for implementation of the project.
- 6. The business case addendum will provide an analysis and recommendation for Commonwealth, Victorian and City of Greater Geelong investment into the Geelong Convention and Exhibition Centre and precinct.
- 7. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 March 2021.
- 8. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 2**.

Table 2: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|---|---|------------|--------------------|
| Geelong Convention and Exhibition Centre Precinct | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. In addition to the requirements of Clause 17, the project plan must outline • how this project will meet the indigenous targets of 1% employment and a minimum 1% supplier use (increasing to a 3% target over the life of the City Deal); • a framework to apply the 50:50 split between the Commonwealth and Victoria for value capture from this project; and • engagement of specialist reports (for example environmental, heritage, contamination, traffic assessments. | 1-Sep-20 | \$0.58m |
| | Future performance milestones and payments and the schedule to the Project Agreement updated. | 1-Mar-21 | Nil |
| Total Funding (up to) | | | \$30.00 million |
| | Funding to be allocated (up to) | | \$29.42 million |

Schedule B: Revitalising Central Geelong

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. The Revitalising Central Geelong Action Plan will improve a number areas and precincts within Central Geelong, increasing its vibrancy and the liveability and amenity for residents and visitors. Projects in this measure include:
 - a. Geelong Train Station upgrade;
 - b. Green Spine Block 1;
 - c. Green Spine Block 3;
 - d. Arts and Culture Precinct public realm improvements;
 - e. Gheringhap Street Drain;
 - f. Laneways Project delivering pedestrian links between Little Malop Street and Malop Street;
 - g. City Arrivals project streetscape upgrades, artworks and public realm improvements;
 - h. Geelong Train Station Precinct Development Plan;
 - i. Civic Precinct planning;
 - j. Improving accessibility in Central Geelong;
 - k. Moolap and Point Henry project; and
 - I. Barwon River Planning.
- 3. The Commonwealth will contribute up to \$20.85 million of a total project cost of \$38.13 million.
- 4. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 3**.
- 5. Funding will be provided to the City of Greater Geelong through the Victorian Government, subject to the City of Greater Geelong meeting the agreed milestones in Table 3.
- 6. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 September 2020.

Table 3: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|---------------------------------|---|------------|--------------------|
| Revitalising Central Geelong | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. | 31-Mar-20 | Nil |
| | Geelong Train Station Upgrade - Installation of skylights complete | 31-Mar-20 | \$0.20 million |
| | Future performance milestones and payments and the schedule to the Project Agreement updated. | 1-Sep-20 | Nil |
| Total Funding (up to) | | | \$20.85 million |
| Funding to be allocated (up to) | | | \$20.65 million |

Schedule C: Geelong Waterfront Safe Harbour Precinct Project

PROJECT SCHEDULE FOR THE GEELONG CITY DEAL

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project supports the delivery of the Geelong Waterfront Safe Harbour Precinct Project and the Commonwealth funding will be used towards the installation of a wave attenuator at the Royal Geelong Yacht Club.
- 3. The Commonwealth will contribute up to \$3.5 million of a total project cost of \$3.5 million.
- 4. This project builds on previous investment from all three levels of government and the Royal Geelong Yacht Club, to redevelop the Geelong Waterfront.
- 5. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 4**.

Table 4: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|--|---|------------|--------------------|
| Geelong Waterfront Safe Harbour Project | Installation of wave attenuator complete. | 31-Mar-20 | \$3.50 million |
| | Total Funding (up to) | | \$3.50 million |
| | Funding to be allocated (up to) | | Nil |

Schedule D: Priority Projects under the Shipwreck Coast Masterplan

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project will deliver improved infrastructure, services and amenities to provide a better, safer and more connected visitor experience, showcasing the many attractions on the Shipwreck Coast, including the Twelve Apostles.
- 3. The Commonwealth will contribute up to \$88.15 million of a total project cost of \$108.15 million.
- 4. These agreed projects will be consistent with the Twelve Apostles Master Plan and other relevant tourist and regional plans.
- 5. The Commonwealth commitment is contingent on State and Commonwealth approval of a project plan.
- 6. The State will be responsible for ensuring that the project plan for this project schedule provides relevant information in accordance with clause 17 of the Agreement. This will include detailed cost estimates for implementation of the project.
- 7. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 5**.
- 8. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 September 2020.

Table 5: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|---|--|-----------------------|--------------------|
| Delivery of priority projects under the Shipwreck Coast Masterplan | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. In addition to the requirements of Clause 17, the project plan must outline: • options for a business enablement fund to support activation of private investment opportunities; and • how this project will meet the indigenous targets of 1% employment and a minimum 1% supplier use (increasing to a 3% target over the life of the City Deal). Future performance milestones and | 31-Mar-20 1-Sep-20 | Nil |
| | payments and the schedule to the Project Agreement updated. A framework to apply the 50:50 split between the Commonwealth and Victoria for value capture from this project. Total Funding (up to) | , i | \$88.15 million |
| | Funding to be allocated (up to) | | \$88.15 million |

Schedule E: Redevelopment of Apollo Bay Harbour

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project will deliver public realm infrastructure improvements for the Apollo Bay Harbour precinct to broaden the range of commercial operations and recreational offerings, supporting the growth in the visitor economy through facilitating tourism opportunities. The improvements include:
 - a. Upgrading of Mother's Beach car park;
 - b. Harbour precinct entry road upgrade;
 - c. Breakwater Road upgrade;
 - d. Provision or upgrade of pedestrian and bicycle paths connecting the harbour precinct with Apollo Bay, including interpretive signage;
 - e. A new boardwalk along the harbour water's edge;
 - f. Extension of the Fisherman's Co-operative building;
 - g. Upgrading of the boat trailer parking area;
 - h. New port operations depot and public room and amenities;
 - i. Replacement of fencing in the harbour; and
 - j. Utility upgrades.
- 3. The Commonwealth will contribute up to \$12 million of a total project cost of \$12 million.
- 4. The State will be responsible for ensuring that the project plan provides relevant information in accordance with clause 17 of the Agreement. This will include detailed cost estimates for implementation of the project.
- 5. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 6**.
- 6. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 March 2021.

Table 6: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|--|---|------------|--------------------|
| Redevelopment of Apollo Bay Harbour | Consultant engaged to produce project plan and detailed design for project. | 31-Mar-20 | \$0.60 million |
| | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. | 1 Sep-20 | \$0.30 million |
| | Future performance milestones and payments and the schedule to the Project Agreement updated. | 1-Mar-21 | Nil |
| Total Funding (up to) | | | \$12.00 million |
| Funding to be allocated (up to) | | | \$11.10 million |

Schedule F: Point Grey, Lorne Redevelopment

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project redevelops Port Grey in Lorne and includes:
 - a. A new Lorne Aquatic and Angling Club building;
 - b. A new commercial restaurant building, including options for coffee, takeaway and al fresco seating;
 - c. A covered meeting space where community can enjoy creative and cultural activities
 - d. A scenic lookout across the Lorne Pier;
 - e. Increased public space of 1.7 hectares which will include Indigenous landscaping and open spaces;
 - f. Recognition of cultural heritage through public art and interpretive information; and
 - g. Extended connectivity including upgraded walking paths along the foreshore connecting the site with Lorne township.
- 3. The Commonwealth will contribute up to \$8 million of a total project cost of \$10.45 million.
- 4. The State will be responsible for ensuring that the project plan provides relevant information in accordance with clause 17 of the Agreement. This will include detailed cost estimates for implementation of the project.
- 5. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 7**.
- 6. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 September 2020.

Table 7: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|------------------------------------|---|------------|--------------------|
| Point Grey, Lorne Redevelopment | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. | 31-Mar-20 | \$0.25 million |
| | Future performance milestones and payments and the schedule to the Project Agreement updated. | 1-Sep-20 | Nil |
| Total Funding (up to) | | | \$8.00 million |
| Funding to be allocated (up to) | | | \$7.75 million |

Schedule G: Great Ocean Walk (Stage 1) – Apollo Bay (Wild Dog Creek) to Skenes Creek Coastal Trail

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project comprises construction of the Great Ocean Walk between Apollo Bay (Wild Dog Creek) and Skenes Creek incorporating path improvements, seating, viewing platforms, signage bridges and cantilevered walkways.
- 3. The Commonwealth will contribute up to \$5 million of a total project cost of \$5 million.
- 4. The State will be responsible for ensuring that the project plan provides relevant information in accordance with clause 17 of the Agreement. This will include detailed cost estimates for implementation of the project.
- 5. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 8**.
- 6. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 March 2021.

Table 8: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|---|---|------------|--------------------|
| Great Ocean Walk (Stage 1) – Apollo Bay (Wild Dog Creek) to Skenes Creek | Consultant engaged to produce project plan and detailed design for project. | 31-Mar-20 | \$0.20 million |
| | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. | 1 Sep-20 | \$0.30 million |
| | Future performance milestones and payments and the schedule to the Project Agreement updated. | 1-Mar-21 | Nil |
| Total Funding (up to) | | | \$5.00 million |
| Funding to be allocated (up to) | | | \$4.50 million |

Schedule H: Feasibility Study for Great Ocean Walk (Stage 2) — Skenes Creek to Cumberland Coastal Trail

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project is to conduct a feasibility study to link Skenes Creek to the Surf Coast Walk, thereby connecting the Great Ocean Walk with the Surf Coast Walk.
- 3. The Commonwealth will contribute up to \$0.35 million of a total project cost of \$0.35 million.
- 4. The feasibility study will consider the potential economic and tourism benefits for coastal towns and the broader region.
- 5. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 9**.

Table 9: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|--|---|------------|--------------------|
| Feasibility Study for Great Ocean Walk (Stage 2) – Skenes Creek to Cumberland | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. In addition to the requirements of Clause 17, the project plan must outline the research methodology and key stakeholder engagement. | 31-Mar-20 | \$0.15 million |
| | Delivery of feasibility study including cost benefit analysis. | 1-Sep-20 | \$0.20 million |
| Total Funding (up to) | | | \$0.35 million |
| | Funding to be allocated (up to) | | - |

Schedule I: Improvements to Tourism Infrastructure in Kennett River

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project will provide a new public amenity block, water treatment facility, parking and traffic management infrastructure at Kennett River.
- 3. The Commonwealth will contribute up to \$1.9 million of a total project cost of \$1.9 million.
- 4. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 10**.
- 5. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 March 2021.

Table 10: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|---|---|------------|--------------------|
| Improvements to tourism infrastructure in | Consultant engaged to produce Project Plan and Detailed Design for project. | 31-Mar-20 | \$0.30 million |
| Kennett River | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. | 1-Sep-20 | \$0.20 million |
| | Future performance milestones and payments and the schedule to the Project Agreement updated. | 1-Mar-21 | Nil |
| Total Funding (up to) | | | \$1.90 million |
| Funding to be allocated (up to) | | | \$1.40 million |

Schedule J: Great Ocean Road Visiting Drivers Road Safety Education Campaign

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project aims to raise visiting driver awareness of key road safety issues while maintaining the region's reputation as a world-renowned touring destination.
- 3. The Commonwealth will contribute up to \$0.25 million of a total project cost of \$0.25 million.
- 4. The campaign will involve a suite of targeted communications activities across all stages of the visitor journey cycle, delivered through a number of channels and formats (i.e. translated, symbolised etc.).
- 5. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 11**.

Table 11: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|---|---|------------|--------------------|
| Great Ocean Road visiting drivers Road Safety Education Campaign | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. | 31-Mar-20 | \$0.20 million |
| | Provision of Evaluation Report of Great Ocean Road Visiting Drivers Road Safety Education Campaign | 1-Mar-21 | \$0.05 million |
| Total Funding (up to) | | | \$0.25 million |
| Funding to be allocated (up to) | | | - |

Schedule K: Redevelopment of the Queenscliff Ferry Terminal

- 1. This schedule has been developed consistent with clause 16 of the Project Agreement for the Geelong City Deal.
- 2. This project will develop the Queenscliff terminal to expected visitor standards, complete with modern facilities and bathrooms, safer access, improved car parking areas and opportunities for retail such as cafés and tourism ventures. Key elements include:
 - a. Upgrading the Queenscliff Ferry Terminal Building
 - b. Queenscliff Terminal public works and board walk
- 3. The Commonwealth will contribute up to \$10 million of a total project cost of \$15.9 million.
- 4. In accordance with clause 16 of the Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 12**.
- 5. If the parties agree to proceed with full implementation of the project, this project schedule will be updated to include further implementation activities and milestones. The schedule update will be completed by 1 September 2020.

Table 12: Performance requirements, reporting and payment summary

| Outputs | Performance milestones | Report due | Payment (up to) |
|---|---|------------|--------------------|
| Redevelopment of the Queenscliff Ferry Terminal | A project plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties. | 31-Mar-20 | Nil |
| | Services completed: installing water, sewer, gas, electricity upgrades to the site, | 31-Mar-20 | \$0.28 million |
| | Temporary Facilities erected and in use: Temporary facilities on construction site including construction offices, storage facility, access ways and temporary security systems, bathrooms / amenities for construction workers, temporary kitchen. | 31-Mar-20 | \$0.292 million |
| | Site preparation for demolition completed: includes cleaning up the site prior to demolition. | 1-May-20 | \$0.12 million |
| | Future performance milestones and payments and the schedule to the Project Agreement updated. | 1-Sep-20 | Nil |
| Total Funding (up to) | | | \$10.0 million |
| | Funding to be allocated (up to) | | \$9.308 million |

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Alan Tudge MP

Minister for Population, Cities and Urban

Infrastructure

27/3/2020

Signed for and on behalf of the State of Victoria by

Jaclyn Symes MP

Minister for Regional Development

27/3/2020