Project Agreement for the Geelong City Deal

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.

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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

3. 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.

Page 3 Final (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

			unding (mi	mony				
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			addrowd e	\$3.000	\$7.000	\$20.000	e brest	\$30.000
Revitalising Central Geelong		\$2.661	\$9.239	\$8.950	D et al.			\$20.850
Geelong Waterfront Safe Harbour Precinct	endre na He et Dreattre	\$3.500	1997 (1993) 1997 - 1993 (1994)		e lad dir e y serià si c	rpatho (C) duite de	et en el	\$3.500
Priority projects under the Shipwreck Coast Masterplan		\$0.776	\$3.000	\$18.003	\$41.741	\$24.630		\$88.150
Redevelopment of Apollo Bay Harbour	\$0.600	\$0.270	\$3.190	\$5.940	\$2.000			\$12.000
Point Grey, Lorne Redevelopment		\$0.330	\$3.060	\$4.610				\$8.000
Apollo Bay (Wild Dog Creek) to Skenes Creek Coastal Trail	\$0.200	\$0.200	\$0.440	\$3.230	\$0.930			\$5.000
Feasibility study for Skenes Creek to Cumberland River Coastal Trail	\$0.150	1	\$0.200	tes siebe.				\$0.350
Improvements to tourism infrastructure at Kennett River	\$0.300		\$0.380	\$1.220	and parts			\$1.900
Great Ocean Road visiting drivers Road Safety Education Campaign	\$0.200		\$0.050		e i maio			\$0.250
Redevelopment of the Queenscliff Ferry Terminal	i de la sult 1993 source	\$3.204	\$3.752	\$3.044		ante da la constante Secondo de la constante de la c		\$10.000
	\$1.450	\$10.941	\$23.311	\$47.997	\$51.671	\$44.630	-11-	\$180.000

Funding (million)

- 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 (State contribution is \$141.2 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 include: a proposed operational model; detail on 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. 	1-May-21	Nil		
	MILESTONE 1	1-May-21	\$o million		
	Completion of early works package (site cleared, decontamination complete, signage, detailed designs). Receipt of development approval	31-Mar-23	\$3.000 million		
	MILESTONE 2	31-Mar-23	\$3.000 million		
	(subject to further review by 1-Dec-21)	ation barkbour	million		
	Completion of in-ground structures (including footings, foundations, plant equipment) and slab poured for carpark and main building	31-May-24	\$7.000 million		
	MILESTONE 3 (subject to further review by 1-Apr-23)	31-May-24	\$7.000 million		
•	Completion of the superstructure. Performance report demonstrating progress against key deliverables identified in the Project Plan	1-Dec-24	\$5.000 million		
	MILESTONE 4 (subject to further review by 31-May-24)	1-Dec-24	\$5.000 million		
	Practical completion of building. Submission of a final report and financial acquittal against key deliverables in the Project Plan.	30-Jun-25	\$15.000 million		
	MILESTONE 5	1-Jun-25	\$15.000 million		
	Total Funding (up to)		\$30.000 million		

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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 (State contribution is \$7 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.

Outputs	Performancemilestones	Report due	Payment (up to)
Geelong Train Station Upgrade	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties.	1-Mar-21	\$0.056 million
	Geelong Train Station Upgrade — LED lighting installed in Latrobe Terrace Carpark	1-May-21	\$0.155 million
	MILESTONE 1	1-May-21	\$0.211 million
	Geelong Train Station Upgrade – wayfinding, signage and seating installation is complete	1-Dec-21	\$0.108 million
	Detailed designs completed (CCTV, Passenger Information Displays, etc)	1-Dec-21	\$0.035 million
	MILESTONE 2	1-Dec-21	\$0.143 million
	Geelong Train Station Upgrade – CCTV cameras installed in the station platform area, Passenger Information Displays (PID's) installed and Myki installed	1-Jun-22	\$2.068 million
	Geelong Train Station Upgrade – skylights installed	1-Jun-22	\$0.120 million
	Geelong Train Station – Delivery Fees and Contingency – Payment upon completion	1-June -22	\$0.458 million
	MILSTONE 3	1-June-22	\$2.646 million
	Total Funding (up to)		\$3.000 million

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Outputs	Performance milestones	Report due	Payment (up to)
Green Spine Block 1 (North side, Gheringhap Street to Moorabool	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Apr-21	\$0.150 million
Street)	Tender Process is completed, preliminary works are completed, site is established and drainage works completed between Gheringhap Street and Clare Street.	1-Apr-21	\$1.100 million
	MILESTONE 1	1-Apr-21	\$1.250 million
	Civil works completed, strata cells installed, planting and furniture installed.	1-Sept-21	\$3.750 million
	MILESTONE 2	1-Sept-21	\$3.750 million
	Total Funding (up to)		\$5.000 million

Outputs	Performance milestones	Report due	Payment (up to)
Green Spine Block 3 (Yarra Street to Garden Street)	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Apr-21	\$0.200 million
	MILESTONE 1	1-Apr-21	\$0.200 million
	Design tender documents and engagement tender documents completed and both tenders advertised	1-JUI-21	\$0.150 million
	MILESTONE 2	1-Sept-21	\$0.150 million
	Civil works (roadway and south side) completed	1-Sept-22	\$2.700 million
	MILESTONE 3	1-Sept-22	\$2.700 million
	Planting works completed, furniture installed, strata cells installed, planting works completed — for both north side and south side)	1-Mar-23	\$3.950 million
	MILESTONE 4	1-Mar-23	\$3.950 million
	Total Funding (up to)		\$7.000 million

Outputs	Performancemilestones	Report due	Payment (up to)
Arts and Culture Precinct Public Realm Improvements	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	30-May-21	\$0.200 million
	Design and engagement tendered and contract awarded	30-May-21	\$0.500 million
	MILESTONE 1	30-May-21	\$0.700 million
	Initial design works completed, scoping works completed and project consultation and engagement completed	30-Nov-21	\$2.000 million
	MILESTONE 2	1-Nov-21	\$2.000 million
	Construction is completed	1-Jun-23	\$2.300 million
	MILESTONE 3	1-Jun-23	\$2.300 million
	Total Funding (up to)		\$5.000 million

Outputs	Performance milestones	Report due	Payment (up to)
Gheringhap Street Drain	Drain installation completed	1-Dec-19	Nil
	Total Funding (up to)		\$o million

Outputs	Performance milestones	Report due	Payment (up to)
Laneways Project – Denny's Place	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Mar-21	Nil
	Completion of detailed design, construction drawings, pretender cost estimate, schedules and specifications	1 May-21	\$0.150
	MILESTONE 1	1-May-21	\$0.150 million
	Completion and development of laneway project and associated features	1-Dec-21	\$0.200 million
	MILESTONE 2	1-Dec-21	\$0.200 million
	Total Funding (up to)	c.	\$0.350 million

Outputs	Performancemilestones	Report due	Payment (up to)
City Arrivals Project	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Mar-21	Nil
	Detailed Design, Construction Tender process and Preferred Tenderer Contract Awarded.	1-Jun-21	\$0.150 million
August diver Hillow	MILESTONE 1	1-Jun-21	\$0.150 million
	Completion and development of City Arrivals Project (greening, public art, wayfinding, lighting, water-sensitive urban design and crime prevention) – Yarra and Bellerine Streets	1-Oct-21	\$0.350 million
. (c	MILESTONE 2	1-Oct-21	\$0.350 million
	Total Funding (up to)		\$0.500 million

Outputs	Performance milestones	Report due	Payment (up to)
Geelong Train Station Precinct Development Plan	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Sep-22	Nil
	Total Funding (up to)		\$o million

Outputs	Performance milestones	Report due	Payment (up to)
Civic Precinct Planning	Concept designs for new City of Greater Geelong headquarters completed.	1-Sep-20	Nil
	Total Funding (up to))	\$o million

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Outputs	Performance milestones	Report due	Payment (up to)
Improving Accessibility in Central Geelong	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Mar-21	Nil
	Total Funding (up to)		\$o million

Outputs	Performance milestones	Report due	Payment (up to)
Moolap and Point Henry Project	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Jun-21	Nil
	Total Funding (up to)		\$o million

Outputs	Performancemilestones	Report due	Payment (up to)
Barwon River Planning	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by the Commonwealth.	1-Mar-21	Nil
	Total Funding (up to)		\$o.o million

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Schedule C: Geelong Waterfront Safe Harbour Precinct Project

- 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.**

Outputs	Performance milestones	Report due	Payment (up to)
Geelong Waterfront Safe Harbour Project	Installation of wave attenuator complete.	1-Mar-21	\$3.500 million
	MILESTONE 1	1-Mar-21	\$3.500 million
	Total Funding (up to)		\$3.500 million

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 (State contribution is \$20 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 r	equirements, reporting and payment summa	ary	
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). 	1-Mar-21	\$o.66o million
	A framework to apply the 50:50 split between the Commonwealth and Victoria for value capture from this project.	1-Mar-21	Nil
	SWC Priority Projects, Coastal Works Completion of early coastal site surveys, including flora and fauna impact assessments and topographical surveys	1-Mar-21	\$0.116 million
	MILESTONE 1	1-Mar-21	\$0.776 million
	Private Sector Business Enablement Fund Payment against delivered milestones contracted under the PSBEF.	1-Dec-21	\$3.000 million
	MILESTONE 2	1-Dec-21	\$3.000 million
	SWC Priority Projects, Coastal Works Completion of early project activation activities, including consultation, coastal site investigations, progress against completed detailed design and planning milestones.	1-Jun-22	\$1.553 million
	SWC Priority Projects, Main Works Completion of early activation and preparation activities on main site, including site surveys and progress against completed detailed design and planning milestones.	1-Jul-22	\$2.300 million
	Private Sector Business Enablement Fund (PSBEF) Reimbursement against delivered milestones contracted under the PSBEF.	1-Aug-22	\$3.500 million

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MILESTONE 3	1-Aug-22	\$7-353 million
SWC Priority Projects, Coastal Works Completion of detailed designs and payment against completed planning milestones. Completion of early site preparation and	1-Feb-23	\$2.050 million
construction activities.		
SWC Priority Projects Main Works Payment against detailed design and planning milestones.	1-Mar-23	\$5.600 million
Conclusion of community consultation and engagement on main precinct works and detailed surveys.		
Tender for construction awarded and approval of construction delivery schedule.		
Private Sector Business Enablement Fund Reimbursement against delivered milestones contracted under the PSBEF.	1-Mar-23	\$3.000 million
MILESTONE 4	1-Mar-23	\$10.650
(subject to review against actual milestone deliverables by 1-Aug-22)		million
SWC Priority Projects, Coastal Works Payment against completed construction delivery schedule milestones, including ground works and safety upgrades.	1-Apr-23	\$1.650 million
SWC Priority Projects, Main Works Payment against completed construction delivery schedule milestones, including preparation of main redevelopment site, demolition and land clearing and completion of early stages of the VEC and car-parking works.	1-Jul-23	\$11.300 million
Precinct Enabling Infrastructure Works	1-Aug-23	\$2.000
Payment against completed Precinct Infrastructure Works.		million
Private Sector Business Enablement Fund Payment against delivered milestones contracted under the PSBEF.	1-Aug-23	\$6.950 million
MILESTONE 5 (subject to review against actual milestone deliverables by 1-Dec-22)	1-Aug-23	\$21.900 million
SWC Priority Projects, Coastal Works Payment against completed construction delivery schedule milestones, including slab, structure, and upgrade works.	1-Nov-23	\$3.061 million

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Total Funding (up to)		\$88.150 million
MILESTONE 8 (subject to review by 1-Dec-24)	1-Mar-25	\$4.867 million
Project practical completion. Submission of a final report and financial acquittal against project outputs under the Project Plan.	1-Mar-25	\$4.867 million
MILESTONE 7 (subject to review by 1-Dec-23)	1-Dec-24	\$19.763 million
Payment against completed Precinct Infrastructure Works.	a succession and a succession of the succession	million
SWC Priority Projects, Main Works Payment against completed construction delivery schedule milestones, including superstructure for the Visitor Experience Centre and core visitor facilities. Enabling Infrastructure Works	1-Oct-24 1-Dec-24	\$11.210 million \$6.000
SWC Priority Projects, Coastal Works Payment against completed construction delivery schedule milestones, including external structure finishes, safety upgrades and trail works.	1-Jun-24	\$2.553 million
MILESTONE 6 (subject to review against actual milestone deliverables by 1-Aug-23)	1-Mar-24	\$19.841 million
Private Sector Business Enablement Fund Reimbursement against delivered milestones contracted under the PSBEF.	1-Mar-24	\$6.950 million
Precinct Enabling Infrastructure Works Payment against completed Precinct Infrastructure Works.	1-Mar-24	\$3.330 million
SWC Priority Projects, Main Works Payment against completed construction delivery schedule milestones, including ground and civil works and further completion of VEC and car-park works.	1-Mar-24	\$6.500 million

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Schedule E: Redevelopment of Apollo Bay Harbour

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 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.

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Outputs	Performance milestones	Report due	Payment (up to)
Redevelopment of Apollo Bay Harbour	Project Director appointed to produce Project Plan and detailed design for project.	1-Mar-20	°\$o.6oo million
	MILESTONE 1	1-Mar-20	\$0.600 million
	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties.	1-Feb-21	Nil
	Tender Documentation completed and tenders advertised for three Design Tenders (Civil Works, Depot Buildings & Golf Maintenance Shed and Waterfront Promenade including Board-walk).	1-May-21	\$0.270 million
	MILESTONE 2	1-May-21	\$0.270 million
	Preliminary Works completed (relocation of the Harbour Boom Gate, relocation of Harbour Fuel Tank and Golf Course Modifications), Civil Works Design Completed and Waterfront Promenade Design Completed.	1-Sep-21	\$1.090 million
	MILESTONE 3	1-Sep-21	\$1.090 million
	Design Completed for Fisherman's Co-op Building and Port Operations Depot Building & Golf Maintenance Shed; Planning and Building approvals granted for all aspects of works.	1-Mar-22	\$2.100 million
	Utility Upgrade Contractors engaged.		
	Stage 1 of Civil Works contractor engaged (Stage 1 includes Nelson Street shared path, Breakwater Road intersection, Boat Trailer Car Park, Harbour Entry Road Retaining Wall & Footpath).		
	MILESTONE 4	1-Mar-22	\$2.100 million
	Stage 1 of Civil Works completed, Utility upgrades completed, Port Operations Depot Buildings & Golf Maintenance Shed completed and Fisherman's Co-op Building contractor appointed.	1-Sep-22	\$4.220 million

Table 6: Performance requirements, reporting and payment summary

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MILESTONE 5	1-Sep-22	\$4.220 million
Fisherman's Co-operative Building completed and Contractors appointed for remaining civil works, Waterfront Promenade & Boardwalk and fencing works.	1-Mar-23	\$1.720 million
MILESTONE 6	1-Mar-23	\$1.720 million
Project completion (civil works, Waterfront Promenade & boardwalk and fencing completed).	1-Sep-23	\$2.000 million
MILESTONE 7	1-Sep-23	\$2.000 million
 Total Funding (up to)		\$12.000 million

Schedule F: Point Grey, Lorne Redevelopment

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 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.

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Table 7: Performance	e requirements, reporting and payment summa	ry	
Outputs	Performancemilestones	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.	1-Mar-21	\$0.330 million
	MILESTONE 1	1-Mar-21	\$0.330 million
	Completion of construction documentation, groundworks and demolition complete.	1-Sep-21	\$0.920 million
	MILESTONE 2	1-Sep-21	\$0.920 million
	Construction completion of sub-structure, framing and roofing.	1-Mar-22	\$2.140 million
	MILESTONE 3	1-Mar-22	\$2.140 million
	Completion of rough in of services, cladding, windows and fit-out of services.	1-Sept-22	\$2.150 million
	MILESTONE 4	1-Sept-22	\$2.150 million
	Completion of external works, fixtures and finishes.	1-Mar-23	\$2.460 million
	MILESTONE 5	1-Mar-23	\$2.460 million
	Total Funding (up to)		\$8.000 million

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Schedule G: 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.

Outputs	Performance milestones	Report due	Payment (up to)
Apollo Bay (Wild Dog Creek) to Skenes Creek Coastal Trail	Project Director appointed to produce Project Plan and detailed design for project.	1-Mar-20	\$0.200 million
	MILESTONE 1	1-Mar-20	\$0.200 million
	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties.	1-Mar-21	Nil
	Tender process completed for the Design and approvals stage of the project and Contractor appointed.	1-May-21	\$ 0.200 million
	MILESTONE 2	1-May-21	\$0.200 million
	Following reports completed - Cultural Heritage Management Plan, Flora & Fauna Biodiversity Report and Geotechnical Report. Concept Design Completed	1-Sep-21	\$0.220 million
	MILESTONE 3	1-Sep-21	\$0.220 million
	Detailed Design completed.	1-Mar-22	\$0.220 million
	MILESTONE 4	1-Mar-22	\$0.220 million
	Project approvals and permits completed. Construction Tender process completed and contractor appointed.	1-Sep-22	\$0.450 million
	MILESTONE 5	1-Sep-22	\$0.450 million
	Site Established, site stripping and demolition works completed, Gabion walls completed, Cantilever Structure completed and boardwalk works completed.	1-Mar-23	\$2.780 million
	MILESTONE 6	1-Mar-23	\$2.780 million

gravel path works, fencing works, viewing platforms, signage and landscaping works) MILESTONE 7	1-Sep-23	so.930 million
Total Funding (up to)		\$5.000 million

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Schedule H: Feasibility Study for 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.**

Outputs	Performance milestones	Report due	Payment (up to)
Feasibility Study for Skenes Creek to Cumberland Coastal	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties.	1-Mar-20	\$0.150 million
Frail	In addition to the requirements of Clause 17, the Project Plan must outline the research methodology and key stakeholder engagement.	el alabedan era ed el ^e s present Necessaria	
	MILESTONE 1	1-Mar-20	\$0.150 million
	Complete concept version of Masterplan (layout and contents), including reviewing and revising the previous concepts for the trail, and completion of a desktop values assessment.	1-Sep-21	\$0.050 million
	MILESTONE 2	1-Sep-21	\$0.050 million
	Completion of Masterplan incorporating design and cost estimates for each segment and loop	1 Feb-22	\$0.050 million
	Completion of Biodiversity Assessments including Native Vegetation Reports	1-May-22	\$0.100 million
	MILESTONE 3	1-May-22	\$0.150 million
	Total Funding (up to)	•	\$0.350 million

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.

Outputs	Performance milestones	Report due	Payment (up to)
Improvements to tourism infrastructure in Kennett River	Project Director appointed to produce Project Plan and Detailed Design for project.	1-Mar-20	\$0.300 million
	MILESTONE 1	1-Mar-20	\$0.300 million
	A Project Plan, that meets the requirements of Clause 17 of the Agreement, has been accepted by both Parties.	1-Mar-21	Nil
	Detailed Design completed for the road and car park upgrades	1-Sep-21	\$0.300 million
	MILESTONE 2	1-Sep-21	\$0.300 million
	Designs and approvals completed for toilets and wastewater treatment plant.	1-Apr-22	\$0.080 million
	MILESTONE 3	1-Apr-22	\$0.080 million
	Toilets and Wastewater Treatment Plant works completed. Tender process for Road and car park works completed and contractor appointed	1-Nov-22	\$0.910 million
	MILESTONE 4	1-Nov-22	\$0.910 million
	Completion of project	1-Mar-23	\$0.310 million
	MILESTONE 5	1-Mar-23	\$0.310 million
him - Carolina	Total Funding (up to)		\$1.900 million

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

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 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	erequirements, reporting and payment summ	lary	
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.	1-Mar-20	\$0.200 million
	MILESTONE 1	1-Mar-20	\$0.200 million
	Provision of Evaluation Report of Great Ocean Road Visiting Drivers Road Safety Education Campaign	1-Jun-22	\$0.050 million
	MILESTONE 2	1-Jun-22	\$0.050 million
	Total Funding (up to)		\$0.250 million

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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 summ	ary	
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.	1-Mar-21	\$0.500 million
	Tender process complete and contract awarded for Terminal Building	1-Apr-21	\$0.500 million
	Completion of marine piling, rock groyne works and boardwalk construction.	1-May-21	\$2.204 million
	MILESTONE 1	1-May-21	\$3.204 million
	Demolition of existing buildings complete, site establishment, footings and substructure and construction of temporary facilities undertaken. Upgraded services (water, power, gas)	1-Oct-21	\$1.152 million
	MILESTONE 2	1-Oct-21	\$1.152 million
	Terminal building ground floor structure commenced and roof steel structure, raft and suspended slabs installed.	1-May-22	\$2.600 million
	MILESTONE 3	1-May-22	\$2.600 million
	Completion of project and terminal building including café, retail, kitchen, loading bay, take away areas, stairs, upper level, external walls, roof, landscaping, external lighting, roads and footpaths.	1-Oct-22	\$3.044 million
	MILESTONE 4	1-Oct-22	\$3.044 million
	Total Funding (up to)		\$10.000 million

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Paul Fletcher MP Minister for Communications, Urban Infrastructure, Cities and the Arts

MA [Day] May 2021

Signed for and on behalf of the State of Victoria by

The Honourable Mary-Anne Thomas MP State Minister for Regional Development

18 June 2021

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