

DEED OF VARIATION AGREEMENT

Standard Form / Schedule

Williamstown Swimming and Life Saving Club

Parties

The State of Victoria (through the Department of Justice and Community Safety)
(ABN 32 790 228 959)

and

Hobsons Bay City Council
(ABN 24 936 107 898)

in partnership with Life Saving Victoria (part of the State's emergency
management services)
(ABN 21 102 927 364)

Parts of this Agreement

This Agreement is made up of the following parts:

- Details
- Schedule
- Terms and Conditions
- Attachments

Background

- The Organisation and the Department in collaboration with the Industry Representative Body acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement.
- The Organisation, the Department and the Industry Representative Body share a vision to improve the outcomes for people in Victoria. Through this Agreement, the Organisation and the Department will engage with each other cooperatively and collaboratively to achieve this vision, utilising the Industry Representative Body as a subject matter expert as required.
- The Department will provide the Funding to the Organisation to deliver the Activity.
- The Organisation will accept the Funding and use it for the delivery of the Activity in accordance with the terms of this Agreement.

EXECUTED for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of Justice and Community Safety, ABN 32 790 228 959, by:

Name and position of authorised representative

s 25

s 25

Deputy Secretary,
Corporate Services and Infrastructure,
Department of justice and Community Safety

Sign here

Date: 11 April 2025

Witness

Name of Witness s 25

Sign here: s 25

Date: 11 April 2025

EXECUTED for and on behalf of Williamstown Swimming and Life Saving Club, ABN 82 994 577 626, by the following authorised delegate of Hobsons Bay City Council.

Complete this section including your name and position details

Name and position of authorised representative

s 25

s 25

Acting Chief Executive Officer,
Hobsons Bay City Council

Sign here:

Date: 13.05.2025

Name and position of second authorised representative

s 25

s 25

Director, Infrastructure and City Services,
Hobsons Bay City Council

Sign here:

Date: 13.05.2025

EXECUTED for and on behalf of the Life Saving Victoria, ABN 21 102 927 364, by the following authorised delegate:

Name and position of authorised representative	s 25
s 25	CEO, Life Saving Victoria
Sign here	Date: 05/05/2025

Witness

Name of Witness	s 25
Sign here:	Date: 05/05/2025

Released under the Freedom of Information Act 1982 (Vic)

Details

- | | |
|--|--|
| 1. Department (clause 1.1) | The State of Victoria as represented by the Department of Justice and Community Safety (DJCS) (ABN 32 790 228 959) |
| 2. Organisation (clause 1.1) | Hobsons Bay City Council (ABN 24 936 107 898) on behalf of Williamstown Swimming and Life Saving Club (SLSC). |
| 3. Industry Representative Body (clause 1.1) | Life Saving Victoria (ABN 21 102 927 364) |
| 4. Start Date (clause 1.1) | Upon execution of this Agreement by both parties. |
| 5. End Date (clause 1.1) | 24 December 2027 |
| 6. Dispute Resolution Officer (clause 1.1) | s 25 Program Director, Emergency Services Portfolio, CSBA |
| 7. Organisation's Primary Contact (clause 1.1) | s 25 |
| 8. Organisation's address | 115 Civic Parade, Altona VIC 3018 |
| 9. Organisation's phone number | 1300 179 944 |
| 10. Organisation's email address | s 25 @hobsonsbay.vic.gov.au |
| 11. Organisation's facsimile | (03) 9932 1039 |
| 12. Department's Primary Contact (clause 1.1) | s 25 Senior Project Manager, CSBA |
| 13. Department's address | Level 7, 121 Exhibition Street, Melbourne VIC 3000 |
| 14. Department's phone number | s 25 |
| 15. Department's email address | s 25 @justice.vic.gov.au |
| 16. Department's facsimile | N/A |
| 17. Industry Representative Body Primary Contact | s 25 General Manager, Government, and Industry Relations |
| 18. Industry Representative Body address | 200 The Boulevard, Port Melbourne VIC 3207 |
| 19. Industry Representative Body phone number | s 25 |
| 20. Industry Representative Body email address | s 25 @lsv.com.au |

Schedule

Re: Williamstown Swimming and Life Saving Club Redevelopment

Activity	Indicative Timeframe
Concept design	December 2024
Detailed design	July 2025
Building tender release	August 2025
Contract award	February 2026
Commencement of works	March 2026
Completion of works	November 2027
Building occupation	December 2027
Completion of surrounding components	December 2027

Item 1: Activity details

(read with 'Terms and conditions' clause on *Funding*)

What the Funding is for

To redevelop the Williamstown Swimming and Life Saving Club, to provide the community with safe, modern, and welcoming life-saving facilities, including the existing swimming pool, that will support continued growth in membership today and into the future, along with water safety education and swimming capability of Victorians.

Why the Department is Funding this Activity

The construction of the new Williamstown Swimming and Life Saving Club will support the delivery of core aquatic safety services at this location. In addition, the following benefits are expected as an outcome of this project:

- Improved health and safety for club volunteers and the public;
- Improved amenities at Victoria's beaches;
- A decrease in the risk of drowning (both fatal and non-fatal) by ensuring the retention and attraction of volunteers that can provide responsive and adequate services to the public on our beaches;
- A decrease in the risk of drowning (both fatal and non-fatal) by ensuring the delivery of the 'Learn to Swim' and other critical localised education programs through the adjacent swimming pool, in addition to the 'nippers' and related programs; and
- An increased opportunity to use life-saving facilities for other community purposes, increasing community presence and involvement in club activities, including water safety education.

Activity start date and end date

The Activity described in this Schedule starts on execution of this Agreement and ends on 24 December 2027.

The people/groups who are intended to benefit most from this Activity are:

The whole community, with key beneficiaries including:

- Williamstown Swimming and Life Saving Club
- School students and the local community via swimming lessons and education
- Local Council
- Local Schools and Sporting Clubs
- Local community
- Other community groups that currently use the Williamstown Swimming and Life Saving Club
- Other groups not specifically identified.

This Activity is intended to benefit people or groups living in the following places:

- Hobsons Bay City Council and surrounding residents
- Users of the Williamstown Swimming and Life Saving Club patrol area
- Emergency Services volunteers, specifically the Williamstown Swimming and Life Saving Club members.

Item 2: Funding

(read with 'Terms and conditions' clause on *Funding*)

- The funding for the Activity comes from the 2021/22 State Budget, where a total of \$11.349 million was approved, allocated over three financial years - \$2.236 million in 2021/22, \$7.594 million in 2022/23, and \$1.519 million in 2023/24.
- The Department of Treasury and Finance is holding these funds in contingency, with the release of funds subject to the Minister for Emergency Services providing the Treasurer with the Detailed design, pre-tender cost plan and construction schedule to support the release of remaining funds.
- It is CSBA understanding that the Government funding is intended to include the redevelopment of the Clubhouse and retention of the existing swimming pool.
- Hobsons Bay City Council have confirmed a commitment of \$3.000 million in funding towards the project as their full contribution to be provided over the corresponding three financial years (2022-23 to 2024-25).
- The Williamstown Swimming and Life Saving Club has a contribution of \$180,000 to be utilised to support the clubhouse and swimming pool redevelopment.
- The above amounts are excluding GST. The Department does not agree that GST is payable for this Activity and the State Government contribution is limited to \$11.349 million.
- Should the value of proposed works exceed the allocated project budget, all avenues to rectify the shortfall will be explored, including value management and the possibility of a staged delivery process which prioritises the Operational requirements of the Club.
- The Project Reference Group (including representatives from Department of Justice and Community Safety, Life Saving Victoria, Hobsons Bay City Council and the Williamstown Swimming and Life Saving Club) will determine the remediation of any budget shortfalls identified.
- Whilst the Funding payments are MILESTONE based, in broad terms these monies can be expended in support of the following project deliverables:
 - Project support services
 - Project management support
 - Procurement support
 - Other specialist project management functions
 - Architectural services
 - Concept design
 - Schematic design
 - Detailed design
 - For-tender design
 - Design consultancies
 - Quantity Surveyor
 - Services Engineer and Acoustics

- Structural and Civil Engineer
- Disability Discrimination Act (DDA) consultant
- Fire Engineer
- Façade consultant
- Hazardous Materials (HAZMAT) consultant
- Heritage consultant
- Landscape architect consultant
- Environmentally Sustainable Design (ESD) consultant
- Building Surveyor
- Ecologist and Planning consultant
- Arborist consultant
- Planning, building, and due diligence works
 - Land Surveyor
 - Environmental Scientists (Geotechnical)
 - Archaeologist (Cultural and Heritage assessment)
 - Marine Engineer (Coastal Hazard Vulnerability Assessment)
 - Environmental Engineer
- Planning costs and approvals
- Building works
 - Head contractor costs (demolition)
 - Head contractor costs (construction)

Item 3: Activity deliverables and payments

(read with 'Terms and conditions' clause on *Funding*)

Activity Deliverables and Payments Table			
Deliverable or milestone	Evidence to demonstrate the deliverable is complete	Anticipated due date	Payment amount (excluding GST)
1) Sign the Funding Agreement	Funding Agreement signed by both parties and returned to CSBA	Completed October 2022	\$702,000
2) Market release of tender for building contractor services	A copy of market tender pack, including approved detailed/for-tender design, a pre-tender cost plan, a plan for maintaining construction timelines and planning approvals provided to CSBA	August 2025	\$1,000,000
3) Signed contract with Builder	A copy of the signed contract with the Builder provided to CSBA	March 2026	\$1,000,000
4) Mobilisation of builder and completion of building demolition	Evidence of building demolition and associated certificates	March 2026	\$3,000,000
5) Completion of foundations/ footings/ slab work/ storm water/	Building Surveyor evidence certifying completion of work and adherence to design and code	July 2026	\$2,000,000

Activity Deliverables and Payments Table			
Deliverable or milestone	Evidence to demonstrate the deliverable is complete	Anticipated due date	Payment amount (excluding GST)
sewer (where applicable)			
6) 50% Clubhouse build completion	At 50% completion of the total project, based on a certificate from an independent Quantity Surveyor	December 2026	\$2,077,000
8) 100% Clubhouse build completion and Certificate of Occupancy (COO)	At 100% completion of the total project, based on a certificate from an independent Quantity Surveyor and a Certificate of Occupancy (COO) issued by the Building Surveyor	November 2027	\$1,000,000
10) 100% completion of surrounding components	At 100% completion of the total project, based on a certificate from an independent Quantity Surveyor and a Certificate of Occupancy (COO) issued by the Building Surveyor	December 2027	\$519,000
Amendment (No. 02) to Common Funding Agreement			
Amendment to Funding Agreement execution	Executed Funding Agreement Amendment signed by both parties and returned to CSBA	March 2025	\$50,000

- For Hobsons Bay City Council (HBCC) to request financial transfers from the Department of Justice and Community Safety (DJCS), the following procedures are to be followed:
- HBCC are to issue DJCS with an invoice for payment that includes the required evidence to demonstrate completion of the relevant milestone (listed in the above table under 'Evidence to demonstrate the deliverable is complete').
 - DJCS will evaluate that the documentation is correct and complete and advise HBCC before processing.
- In the event of documentation not being correct or complete, DJCS will advise HBCC of the issues that require rectification.
 - Standard 10-day payment terms will apply for DJCS payments from formal acknowledgement to HBCC of correct and complete documentation.
 - Please note that following the payment of Milestone 2) only, the remaining funds held by DTF will be required to be released to the CSBA Trust; therefore Standard 10-day payment terms may be extended.
 - DTF requires the approved detailed design, a pre-tender cost plan and construction schedule to be submitted by CSBA to release the remaining funding from DTF contingency into the CSBA Trust.
 - Once the evidence listed above is submitted by HBCC, an additional 20-day term may be required (30-day total) by DTF for processing the funding release.
 - All payments will be excluding GST.

Item 4: Budget(read with 'Terms and conditions' clause on *Funding*)

Budget Forecast Table	
Activity Income	\$ (excluding GST)
Funds from the Department	\$11,349,000
Funds from your Organisation (HBCC)	\$3,000,000
Funds from other contributors or partners	
Williamstown Swimming and Life Saving Club	\$180,000
Total Activity Income	\$14,529,000

Item 5: Reporting requirements

(read with 'Terms and conditions' clauses on *Reporting and Assets*)

- Monthly reports are to include project updates and financials and are to be submitted to CSBA each month by the 5th business day of the next month. They are to be in accordance with the issued Department Project Status Report (PSR) template (Attachment 3), which will be provided. When required, Williamstown Swimming and Life Saving Club/Hobsons Bay City Council representatives are requested to be available to answer any clarifications sought from CSBA.
- CSBA and LSV representatives are to be invited to all design decision activities consistent with the Project Governance Terms of Reference.
- CSBA and LSV are to be involved in the development of tender evaluation documentation for all consultants. In addition, they are to be included in the Project Reference Group (PRG) or similar and invited to all meetings.
- A Project Acquittal report will be provided to CSBA and LSV at the completion of the project. The format will be in accordance with the issued Departmental template (Attachment 4), which will be provided at the completion of the project. This will allow CSBA to close the project for reporting purposes and conduct all financial acquittals associated with closure. When required, Williamstown Swimming and Life Saving Club/Hobsons Bay City Council representatives are required to be available to answer any clarifications sought by CSBA.

Item 6: Activity specific requirements

- Acknowledgement and Publicity (to be read with clause 4.17)
 1. The Organisation will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found at Attachment 1.
 2. The Department reserves the right to publicise and report on awarding the Funding to the Organisation.
- The Department reserves the right to erect signage in relation to the project and the awarding of Funding OR reserves the right to be recognised on signage erected by a co-contributor to the project. All signage and use of the Victorian Government branding must comply with the Department of Justice and Community Safety Capital Works Signage Guidelines (Attachment 2) and Brand Victoria guidelines, which can be found at <https://www.vic.gov.au/brand-victoria-guidelines-logos> and the Department must be provided with a final draft/proof for approval.

Item 7: Attachments

- Attachment 1 - Department of Justice and Community Safety - Acknowledgment and publicity guidelines for Victorian Government funding support - **Attached as a Word document**
- Attachment 2 - Department of Justice and Community Safety - Capital Works Signage Guidelines - **Attached as a PDF**
- Attachment 3 - Department of Justice and Community Safety - CSBA Monthly Reporting template - Williamstown Swimming and Life Saving Club – **Attached as an Excel sheet**
- Attachment 4 - Department of Justice and Community Safety - Project Acquittal Report - Williamstown Swimming and Life Saving Club – **Attached as a Word document**
- Attachment 5 – Letter from Hobsons Bay City Council Funding Commitment 15 December 2021 – **Attached as a PDF.**

Item 8: Special Conditions**Special Conditions - Terms and Conditions****FOR USE IN TERMS AND CONDITIONS: VARIOUS**

1. For the purposes of clause 3.1(f)(ii) there are no Applicable Department Policies.
2. Despite any term of the Terms and Conditions:
 - 2.1 Clauses 7.7, 15 and 16.3(a) have no effect.
 - 2.2 If the Organisation is in breach of clause 4.9:
 - (a) The Organisation will remedy the breach within ninety (90) Days of receiving written notice requiring it to do so; and
 - (b) If notice has been given under Special Condition 2.2(a) and the breach is not satisfactorily remedied within ninety (90) Days, the Department may immediately exercise its right under clause 4.9.
 - 2.3 If the Organisation is in breach of clause 12.5:
 - (a) The Organisation will remedy the breach within ninety (90) Days of receiving written notice requiring it to do so; and
 - (b) If notice has been given under Special Condition 2.3(a) and the breach is not satisfactorily remedied within ninety (90) Days, the Department may immediately exercise its right under clause 12.5.
 - 2.4 In clauses 14.1 and 14.2 'thirty (30 days)' is replaced with 'ninety (90) days'.
 - 2.5 For the purpose of clause 10, the Department consents to the Organisation entering into subcontracts with builders to deliver the Activity in accordance with:
 - (a) The Organisation's procurement policy; and
 - (b) Item 3 of this Schedule.
 - 2.6 Clause 22.1(b)(ii) is replaced with 'not unreasonably withhold its consent or approval'.