



ADDENDUM FOR ITEM 9.3 & 9.4

The following table provides a summary of key elements from each of the access agreements discussed in Items 9.3 and 9.4 of the agenda for the Mindarie Regional Council’s Ordinary Council Meeting of 25 November 2022.

The documented agreement for both parties is consistent with those currently in place with Workpower for the operation of the Recycling Centre at Tamala Park which commenced in September 2020, and with Stirling Skills Training for the Training Academy which commenced in December 2022.

Agreement documents remain in draft until such time as Council support for these activities has been received.

<i>Item</i>	<i>Caretaker’s House (Workpower)</i>	<i>Training Academy (WorkPower/TAG)</i>
<i>Permitted Use</i>	Use of the Premises as a place of work predominantly for the delivery of NDIS assisted living programs.	Continued delivery of recognised not-for-profit training and education programs, predominately focused around the use of plant and equipment. Recognised programs are those considered to be delivered in conjunction with the Department of Training and Workforce Development’s <i>Participation-Equity Program</i> , or equivalent.
<i>Associated infrastructure</i>	Caretaker’s house provided on an as-is basis, with any desired cosmetic upgrades the responsibility of Workpower.	All mobile plant, machinery and office infrastructure supplied by Workpower/TAG, including demountable classrooms.
<i>Annual Fee</i>	Nil.	Nil.
<i>Utilities costs</i>	100% usage paid by Workpower (excluding electricity). Electrical charges \$100 per month fixed fee, due to no separate electrical connection from Tamala Park to allow for separate metering/billing.	Nil. Methods of training are practical in nature and conducted outside on mobile plant,
<i>Maintenance costs</i>	Responsibility of Workpower.	Responsibility of Workpower.



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<i>Insurances and indemnities</i>	Insurances to be obtained by Workpower for the duration of the term. Public liability insurance of \$20,000,000, Contents insurance to the value of the contents, Workers compensation. Workpower must indemnify and keep indemnified MRC against any cost, expense, loss or other liability from their activities conducted on site.	Insurances to be obtained by Workpower for the duration of the term. Public liability insurance of \$20,000,000, Contents insurance to the value of the contents, Workers compensation. Workpower must indemnify and keep indemnified MRC against any cost, expense, loss or other liability from their activities conducted on site.
<i>Termination Period Term</i>	Three (3) months' notice by either party. 3 years.	Three (3) months' notice by either party. 3 years.
<i>Operating Hours</i>	Aligned with Tamala Park opening hours. Monday to Sunday 8.00am to 4:45pm, except for Christmas Day, New Year's Day and Good Friday.	Aligned with weekday Tamala Park opening hours. Monday to Friday only 8.00am to 4:45pm, except for Christmas Day, New Year's Day and Good Friday. Typical hours of operation on site are 6 hours in duration, 9am-3pm.
<i>Proprietary interest and warranties</i>	Nil.	Nil.
<i>WHS Responsibilities</i>	Remains the responsibility of Workpower, with the requirement for all incidents to be reported to the MRC. The expressed requirement is to meet or exceed the MRC's established safety systems.	Remains the responsibility of Workpower, with the requirement for all incidents to be reported to the MRC. The expressed requirement is to meet or exceed the MRC's established safety systems.
<i>Obligations</i>	Workpower to secure all necessary Development Approvals prior to commencing program delivery on site.	Continuation of an existing agreement, with the obligation not to interfere at any time with the operations of the MRC.
<i>Additional Restrictions</i>	Premises is not to be used for accommodation purposes at any time. Prohibits the sale of goods from the Premises.	For profit activities or short courses unrelated to the State funded <i>Participation-Equity Program</i> are prohibited from being conducted on site.