

THIS CONTRACT AGREEMENT made as of the [REDACTED] day of [REDACTED], A.D. 2023  
Authorized to sign by Council Resolution # [REDACTED]

BETWEEN:

***THE RURAL MUNICIPALITY OF LAC DU BONNET***  
***(hereinafter referred to as the "Municipality")***

of the first part,

- and -

[REDACTED]  
***(hereinafter referred to as the "Cleaning Staff")***

of the second part.

WHEREAS the Municipality and [REDACTED] (**Cleaning Staff**) wish to enter into a Cleaning Contract Agreement for providing cleaning services in the Municipal Office, Building Inspector Trailer and Public Works Buildings;

AND WHEREAS the parties agree to the following:

1. [REDACTED] agrees to provide the required and expected cleaning services during the term of this Cleaning Contract Agreement;
2. It is recognized from time to time that help aside from the Cleaning Staff who signed this caretaker agreement is necessary. Such assignees must be approved in advance by the Chief Administrative Officer or designate. The same arrangements may be made where the Cleaning Staff cannot attend to the cleaning duties due to bad weather.

The Municipality is not responsible or liable for payment to other cleaning help brought in by the Cleaning Staff who is assigned and responsible for the duties under this Contract.

3. The Cleaning Staff is to provide the services outlined within this agreement during the term of this Contract Agreement.
4. The parties agreed that the Cleaning Staff will provide cleaning services in the Municipal and Public Works Office Buildings located along P.R. # 317 in such a manner as to maintain the facility in a clean, tidy and presentable manner. The Cleaning Staff will also provide cleaning services to the Building Inspector Trailer (once weekly) also located at 4187 PR 317.
5. The parties agreed that the Cleaning Staff shall perform the following services on a daily basis, Monday through Friday, which shall include, but not necessarily be limited to the following:
  - a) Provide routine cleaning services on a daily basis, which shall include but not necessarily be limited to: vacuuming, dusting, wiping down countertops, desks, cupboards, phones and keyboards, damp mopping, emptying and washing waste receptacles, , cleaning and sanitizing washrooms, cleaning and sanitizing the kitchen, cupboards and all kitchen appliances, re-stocking supplies in the kitchen areas and washrooms (this does not mean purchasing the supplies), washing dishes, spot cleaning and washing/sterilizing dish clothes and towels

- b) Plants shall be watered and maintained as required.
- c) Garbage receptacles to be emptied and taken outside of the building for pick-up. Emptying and cleaning recycling bins and ensure all recycling products are placed at the location for recyclables.
- d) The Cleaning Staff shall provide cleaning services to the Building Inspector Trailer once weekly, which shall include, but not limited to the following: vacuuming, sweeping, dusting, mopping, washing and emptying waste receptacles, dusting, spot cleaning, and windows as necessary.
- e) Cleaning the inside and outside surface of the windows and wiping down and dusting blinds every Spring and Fall, and then as required throughout the year.
- f) Wash all tile covered floors.
- g) Thorough cleaning of the inside of the facility when required, which shall include walls, doors and carpets.
- h) Report to the Chief Administrative Officer or designate any problems or concerns regarding repairs, maintenance, operations of the facility, low supplies, or any other concerns.
- i) Replace any items moved for the purposes of cleaning to its original position being mindful of desktop and workspace equipment and power sources.
- j) Assume sole liability and responsibility for any facility keys which have been provided. Extra keys may be required from time to time upon authorization by the Chief Administrative Officer or designate.
- k) Shall ensure the premises are secured and lights turned off before leaving and must activate the alarm system (ProTelec Alarm System). An alarm code will be provided by the RM of Lac du Bonnet Administrator and is to be held in strict confidence.
- l) All supplies and equipment for cleaning will be provided and paid for by the Municipality; however, the Cleaning Staff may make their own purchases providing authorization is provided by the Chief Administrative Officer or designate. All receipts must be submitted to the Municipal Office for processing.
- m) The Cleaning Staff will conduct duties in a confidential manner and will not permit any unauthorized entry to the premises.

6. The **renewal** of this Cleaning Contract Agreement shall continue on a two-year term from [REDACTED] to [REDACTED] unless terminated in accordance with paragraph 9 herein, or upon either party giving written notice of ending the caretaker agreement with one (1) month notice.

7. In return for the services provided the Cleaning Staff shall receive from the Municipality the monthly sum of \$ [REDACTED] payable on or about the 30<sup>th</sup> day of each month that this Agreement is in force unless other arrangements are made with the Chief Administrative Officer or designate.

8. Should the Cleaning Staff be ill or on vacation it is agreed that the Office Cleaning Staff or anyone else that is bonded upon notice and approval by the Chief Administrative Officer or designate, will fill in and shall be paid by the Cleaning Staff based on the monthly wage applied to the hours worked. The Cleaning Staff shall notify the Chief Administrative Officer two (2) weeks in advance of taking vacation.
9. The Municipality reserves the right to terminate contract services and this Agreement at any time during the term if any of the following events occur:
  - a) The Cleaning Staff breaches any of the provisions of this Agreement or any undertakings or other agreement made by Cleaning Staff with the Municipality
  - b) The performance standards of the Cleaning Staff do not meet the expectations of the Municipality; or
  - c) The Cleaning Staff gives the Municipality a notice of termination under the provisions of paragraph 6 herein.
10. If any term or provision agreed to between the parties or covenant given by the parties is determined to be void or unenforceable in whole or part it shall not be deemed to affect or impair the validity of any other term, provision or covenant. The Cleaning Staff agrees that all terms provisions and covenants set out in the Contract Agreement are reasonable and valid.
11. It is expressly agreed that the Cleaning Staff is not an employee of the Municipality for any purpose whatsoever but is an independent contractor and is insured under the Municipal Liability Insurance Provider as a contractor.
12. The Cleaning Staff hereby indemnify and hold the Municipality harmless of, from and against all claims, loss, costs, charges, suits, actions or judgments made, brought or recovered in respect of any act or omission by or on behalf of the Cleaning Staff.
13. Any notice required to be given hereunder shall be deemed to have been given if delivered to the addresses as noted herein or if mailed by prepaid registered mail, three (3) days after posting, in Canada. The address for each of the parties is.

**Rural Municipality of Lac du Bonnet**

Box 100  
LAC DU BONNET, MB  
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- and -  
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14. All provisions or agreements between the parties contained herein shall be binding upon the successors, assigns, or personal legal representatives of the parties hereto.

15. Any and all previous agreements, written or oral, between the parties hereto are null and void.

THIS AGREEMENT has been executed by the parties hereto this \_\_\_\_ day of \_\_\_\_\_  
2023, in the manner of execution appropriate to each.

RURAL MUNICIPALITY OF LAC DU BONNET

\_\_\_\_\_  
Chief Administrative Officer  
Sandra Broek

\_\_\_\_\_  
Cleaning Staff