

Project H.E.A.R.T., Inc.

830 W. Ford
Shawnee, OK 74801
Phone: (405) 214-1972
FAX: (405) 214-1953

June 27, 2016

Dear Senior Provider Partner:

It is again time to sign lease agreements for the Nutrition Site located in your facility.

Enclosed is the 2016-2017 Lease Agreement. Please sign and return to me for signature.

Thank you for being a great partner in providing nutritious meals to the seniors in your area.

Sincerely,



Chris Harden, Director
Project H.E.A.R.T., Inc.

Project H.E.A.R.T., Inc.

**830 W. Ford
Shawnee, OK 74801
(405) 214-1972
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LEASE AGREEMENT

This agreement is made effective the first day of July, 2016 by and between Project H.E.A.R.T., Inc. having it's office in Shawnee, Oklahoma, and the City of Stillwater.

In consideration of mutual covenants contained herein, Project H.E.A.R.T., Inc. and the City of Stillwater enter into the following agreement.

1. Project H.E.A.R.T., Inc. shall supervise and manage the food service operation. The Project H.E.A.R.T., Inc. Director shall be responsible for the overall management of food service and program operations.
2. Project H.E.A.R.T., Inc. shall have complete autonomy over the implementation of its program. Project H.E.A.R.T., Inc. shall manage all aspects of the food service operation and shall interview and employ personnel to fill positions needed to conduct Project H.E.A.R.T., Inc.'s operation as well as supervise the personnel in their duties concerning the program. Insofar as practical, Stillwater citizens will be given preference when hiring.
3. Project H.E.A.R.T., Inc. shall provide food services to persons aged 60+ for the City of Stillwater. Such meals shall be noon meals served five (5) days a week excluding eleven (11) holidays and weekends at the Stillwater Site. Food service may be suspended during inclement weather or for unforeseen circumstances. Number of meals served per day is dependent upon continued funding being received by Project H.E.A.R.T., Inc.
4. Project H.E.A.R.T., Inc. shall comply with all Federal, State, and Local laws and regulations governing the preparing, handling, and serving of food.
5. All equipment purchased by or transferred to Project H.E.A.R.T., Inc. shall remain the property of Project H.E.A.R.T., Inc. A list of equipment is available at the Project H.E.A.R.T., Inc. office.
6. The City of Stillwater shall furnish the present allocated space for said food service program operations. Space and such equipment as is necessary shall be supplied for the site manager from 7:00 a.m. to 3:30 p.m. each day of operation. Project H.E.A.R.T., Inc. shall have exclusive rights to the kitchen.
7. Project H.E.A.R.T., Inc. shall furnish, to the City of Stillwater, \$210.00 each month on utilities. Project H.E.A.R.T., Inc. will also furnish to the City of Stillwater \$417.00 each month for janitorial service.

8. The City of Stillwater shall provide a minimum of the following janitorial service: Note: Kitchen mats with drainage holes will be stacked at the end of each day by Project H.E.A.R.T., Inc. staff so that City of Stillwater staff can sweep and mop the kitchen.

Daily	Twice a Week	Weekly	Twice a Year
Empty trash cans	Sweep and mop all floors	Wash chair seats	Wash all windows
Sweep Kitchen	Clean Mops	Sanitize all Sinks	Clean all air vents
Sweep and mop Restrooms		Stools & Urinals	
Clean trashcans		Clean store room	
Keep hand towels			
Toilet paper & soap			
Dispensers filled			
Mop kitchen floor			

9. Project H.E.A.R.T., Inc. shall also furnish carry-out trays for home delivered meals and cleaning supplies for the upkeep of the site. The City of Stillwater shall specify cleaning supplies not to exceed \$500.00 for the contract year.

10. The City of Stillwater agrees to provide to Project H.E.A.R.T., Inc. site manager a schedule of activities during hours which Project H.E.A.R.T., Inc. is not operating its services at the site. The City of Stillwater shall have the exclusive right to schedule activities in the Project H.E.A.R.T., Inc. leased area during the hours that Project H.E.A.R.T., Inc. is not conducting its operation with the exception of the kitchen.

11. Project H.E.A.R.T., Inc. shall lock and secure all interior doors leading to Project H.E.A.R.T., Inc. kitchen, office and all exterior doors at the end of the nutrition day of business. Project H.E.A.R.T., Inc. will not be held responsible for locking or securing building after or before Project H.E.A.R.T., Inc. nutrition program hours.

12. The City of Stillwater shall provide major repairs (*defined as repairs exceeding \$250*) and exterior maintenance to the City owned facility as required. Project H.E.A.R.T., Inc. shall be responsible for all repairs of any equipment and appliances it owns regardless of cost.

13. This agreement is also subject to immediate termination should funds become unavailable to fulfill the terms contained herein.

This agreement shall be effective as of the 1st day of July 2016 and shall be in force with respect to meals served during the period commencing on the effective date and ending the 30th day of June 2017 and during such additional period or periods as Project H.E.A.R.T., Inc. and the City of

Stillwater may agree upon. However, either party may at any time during the life of this agreement or any extension thereof, terminate this agreement or any extension thereof with respect to the program, by giving thirty (30) days written notice to the other party of its intention to do so. Project H.E.A.R.T. Inc. may terminate this agreement, with respect to the program, if the terms and conditions thereof are not fully complied with by the City of Stillwater, by giving thirty (30) days written notice of its intention to do so. All notices to Project H.E.A.R.T., Inc. shall be addressed to: Project H.E.A.R.T., Inc., P.O. Box 3667, Shawnee, OK 74802. All notices to the City of Stillwater shall be addressed to the City of Stillwater, P.O. Box 1449, Stillwater, OK 74076, Attention: City Manager.

IN WITNESS WHEREOF, said corporation has caused this agreement to be signed by the legal representative of the City of Stillwater and the director or board chairman of Project H.E.A.R.T., Inc. and witnessed by a notary public for each signature.

By: Legal Representative of the City of Stillwater

(Please Print Name)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My Commission expires: _____

Project H.E.A.R.T., Inc. Director or Board Chairman

(Please Print Name)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My Commission expires: _____