

ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement (“Agreement”) is dated as of the ____ day of _____, 2023, by and between the City of Norman, Oklahoma, a municipal corporation (“City”), and the Women’s Resource Center, a not-for-profit Oklahoma corporation (“Subrecipient”).

WHEREAS, the U.S. Department of Treasury (“Treasury”) has allocated to the City \$22,245,542 of federal stimulus money from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 803(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (“ARPA”), for the limited purposes identified in the Coronavirus State and Local Fiscal Recovery Funds Final Rule (“Final Rule”) effective April 1, 2022, and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds (“Compliance and Reporting Guidelines”) dated February 28, 2022; and

WHEREAS, the ARPA authorizes the City to expend ARPA funds awarded to the City for a program, service, capital expenditure, or other assistance that responds to disproportionately impacted populations; and programs or services that respond to the public health emergency and the negative impacts of the pandemic (Final Rule, Section 35.6(b)(3)(ii)(B)(2)); and

WHEREAS, the City has identified non-profit support as a desired use of a portion of the ARPA Funds; and

WHEREAS, the City Council authorized funds to be used as grants for local nonprofits; and

WHEREAS, the City entered into a contract on September 13, 2022 with United Way to administer the application and review process; and

WHEREAS, United Way received 34 applications and during the review process the United Way ARPA Impact Council recommended that grants be provided to 20 non-profits; and

WHEREAS, City and Subrecipient desire to enter into this Agreement so that the City may provide ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to the Subrecipient by the City for the provision of services to address the negative impacts of the pandemic.

NOW, THEREFORE, in consideration of the above and foregoing, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until March 31, 2027 unless terminated by the City in writing.
2. ARPA Funds. The City agrees to provide the Subrecipient a total sum not to exceed \$49,307 within 30 days of the effective date of this Agreement to be used for qualifying expenses under the Final Rule related to services addressing the negative impacts of the pandemic on the

condition that the funds are obligated by December 31, 2024 and expended by December 31, 2026.

3. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that ARPA Funds requests are necessary to respond to the negative impacts of the public health emergency as provided in the Final Rule.
 - a. General Standards. Subrecipient must satisfy the requirements for all uses under the public health emergency and negative pandemic impacts eligible use category under the Final Rule, including identifying an impact or harm and designing a response to the identified impact or harm. Responses must be reasonably designed to benefit the individual or class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm.
 - b. Use of Funds Consistent with Application. Subrecipient must use the funds for the purposes and uses described in its City of Norman ARPA Funding Application, attached hereto as Exhibit A.
4. Ineligible Uses. Non-allowable uses of ARPA Funds include, but are not limited to, the following: (a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces a tax or delays the imposition of any tax or tax increase; (b) damages covered by insurance; (c) usage of funds as a deposit into any pension fund; (d) expenses that have been or will be reimbursed under any federal program; (e) debt service costs; (f) contribution to a "rainy day" fund or other replenishment of financial reserves; (g) legal settlements and judgments; (h) usage of funds for programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 as set forth in the Center for Disease Control's guidelines and recommendations; and (i) usage of funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions of the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules.
5. Reporting Requirements. Subrecipient must submit quarterly Project and Expenditure Reports to City within fourteen (14) days of the end of the each quarter during the term of this Agreement. Additionally, Subrecipient must submit an annual Project and Expenditure report covering each year under this Agreement beginning on the effective date and ending March 31, 2027 The annual report should be provided to City within fourteen (14) days of the end of each reportable year under this Agreement. Reports shall provide the following information:
 - a. Project: The Subrecipient shall provide a description of the project and status of completion. Project description must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between

50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose.

- b. Obligations and Expenditures: The Subrecipient should report the current period obligation, cumulative obligation, current period expenditure, and cumulative expenditure.
- c. Project Status: The Subrecipient should report on project status each reporting period in four categories: not started; completed less than 50%; completed 50% or more; and completed.
- d. Program Income: The Subrecipient should report the program income earned and expended to cover eligible project costs, if applicable.
- e. Adopted Budget: The Subrecipient shall provide the budget adopted for the Project to assist the Department of Treasury to better understand the intended impact, identify opportunities for outreach, and understand the Subrecipient’s progress in program implementation.
- f. Project Demographic Distribution. Subrecipient must respond to the following:
 - i. What impacted and/or disproportionately impacted population does the project primarily serve?
 - ii. If the project primarily serves more than one impacted and/or disproportionately impacted population, the Subrecipient may select up to two additional populations serviced.

Subrecipient will select from the following options:

	Impacted Population
Assistance to Non-profits	<ul style="list-style-type: none"> • Low-income households and communities • Households in QCTs • Households that qualify for federal benefits • Household income is at or below 185% of Federal Poverty Guidelines or income at or below 40% of area median income

- 6. Termination. The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.
- 7. Independent Contractor. Each party under this Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a

partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.

8. Indemnification. The Subrecipient agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage or destruction of property, which are alleged or proven to be caused in whole or in part by act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement.
9. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Final Rule and the Compliance & Reporting Guidelines to the extent applicable, when expending ARPA Funds pursuant to this Agreement. Failure to comply with such laws and guidelines may result in forfeiture of ARPA funds and the City shall be entitled to reimbursement of any ARPA funds expended hereunder.
10. Maintenance and Audit of Records. The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the City or its designee for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient expended funds for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.
11. Notices. Any notice desired or required to be given hereunder shall be in writing and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient:

Lisa Roberts, Board President
P.O. Box 5089
Norman, OK 73070

With copies to:
Kristy Stewart, Executive Director
P.O. Box 5089
Norman, OK 73070

City of Norman
Attn: Darrel Pyle, City Manager
P.O. Box 370
Norman, OK 73070

With copies to:
City of Norman
Attn: Anthony Francisco, Finance Director
P.O. Box 370
Norman, OK 73070

City of Norman
Attn: Kathryn Walker, City Attorney
P.O. Box 370
Norman, OK 73070

12. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, in any project for which the ARPA Funds provided hereunder are expended or proposed to be expended, which would give rise to a conflict of interest.
13. Time. Time is of the essence in this Agreement.
14. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. These provisions include without limitation Indemnification and Maintenance and Audit of Records.
15. Amendment. No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.
16. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the State of Oklahoma, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted in the District Court of Cleveland County, Oklahoma.
17. Non-Waiver. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

- 19. Assignment. The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.

- 20. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of ARPA Funds and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

- 21. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation that either Party has to the Department of Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

- 22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

- 23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which shall constitute one and the same instrument.

- 24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

SUBRECIPIENT

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF NORMAN, OKLAHOMA

By: _____
Larry Heikkila
Mayor

Attest: _____
Brenda Hall
City Clerk

Approved as to form and legality this ____ day of _____, 2023.

Kathryn L. Walker
City Attorney

Admin View

Organization Overview

Organization Overview	
*Organization Name:	Women's Resource Center
*501(c)3 number:	510217710
*CEO/Organization Director:	Kristy Stewart

Contact for this proposal

*First Name:	Kristy
*Last Name:	Stewart
*Address:	222 E. Eufaula, Suite 220
*Email:	kstew33@wrcweb.net
*Phone Number:	405-364-9424

Mailing Address

*Street Address:	P.O. Box 5089
*City:	Norman
*State:	Oklahoma
*Zip Code:	73070
*Phone Number:	405-364-9424
*Is your Physical Address different from Mailing Address?	Yes

Physical Address

*Street Address:	222 E. Eufaula, Suite 220
*City:	Norman
*State:	Oklahoma
*Zip Code:	73069
*Amount Requested from City of Norman:	\$49,307.59

Program Information Overview

Program Overview	
*Program Name:	Women's Resource Center-Family Violence Shelter, Rape Crisis Center, Community Services
*Focus Area:	Capital funding (could include vehicles)
Percentage of people served identifying as (add '0' in case of null)	
Gender	
*Percentage of Male:	13
*Percentage of Female:	86
*Percentage of Non-binary:	1
Ethnicity	
*Percentage of Asian or Pacific Islander:	0
*Percentage of Black or African American:	17
*Percentage of Hispanic or Latino:	3
*Percentage of Native American or Alaskan Native:	6
*Percentage of White or Caucasian:	60
*Percentage of Multiracial or Biracial:	14
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	47
*Itemized budget for funds received from City of Norman (Attach budget sheet):	City of Norman ARP Budget.xlsx
*Additional Funding Sources for project:	
<p>WRC is asking for the ARP funding to pay for the capital items. Staff funded through a combination of grants and donations will be providing the services that the clients/residents who are victim/survivors of domestic violence, sexual violence and stalking will be using. Specifically-Attorney General, VOCA, VAWA, SASP, Cleveland County, United Way and community donations. WRC will use funds set aside for our facility to pay for the cost of the dumpster for the old cabinets.</p>	
*Implementation Schedule for Project:	

Replacement of computers for the 2 community service advocates, 2 counselors, 2 sexual violence response specialists, and 1 at shelter that is used by all staff. Should be awarded the ARP funding computers will be ordered after notification of the award. If funds are awarded in January, computers can be ordered and installed by March 30, 2023.

Replacement of exam table at Rape Crisis Center. Exam bed will be ordered after notification of award of ARP funding. Depending on availability of the exam table, this project will be completed by June 30, 2023.

Replacement of the cabinets at the family violence shelter. We will need to do this project in stages as we will not close our shelter while the cabinets are being replaced. Should we be awarded the ARP grant funds, the first half of the project would begin in April 2023 with a completion date of September 2023. The second half would begin September 2023 with a completion date of December 31, 2023.

Narrative

Narrative

*Provide a description of the organization's capacity and relevant experience in operating the proposed program.

The family violence shelter has been open since 1980. In that time we have provided confidential safe haven, food, clothing, emotional support, information and referral to support and assist victim/survivors of domestic violence to move on to their next steps in living a violence-free life. We are the only shelter in Cleveland County that residents stay at 24/7 with onsite, specially trained staff to provide safety and services as needed.

The Rape Crisis Center has been in operation since 2004. The Rape Crisis Center has grown and expanded services to include victims of domestic violence who need forensic medical exams. We have increased capacity from 24 a year in the beginning to 120 a year. We increased the number of SANEs from 3 at the beginning to 13. Exams are provided 24/7.

The Community Services Suite (Previously known as the Satellite Office) opened in 2014 and started with one community advocate. By 2016, we grew to two community advocates, two counselors and a part-time prevention/education advocate. We currently have 2 community advocates, two counselors, full time prevention/education advocate and in the process of hiring a parttime advocate. This year we expanded to add 3 more office spaces which will allow us to serve additional victims of domestic violence, sexual violence and stalking.

Provide a description of the program including:

A. Program Activities

B. Population served

C. How many people will benefit from program

*Please provide the detail description for the above:

Full capacity for the shelter is 21 adults and children. We provide food for 3 meals a day plus snacks. Pre COVID, the residents made their own breakfast and lunch, and we provided communal dinners. Pre COVID, we averaged 15 residents per month. During COVID we adapted meal provision to decrease potential exposure to COVID. We prepared individualized meals, sack lunches and individually packed foods. We purchased individual serving containers with lids to accommodate the dinner meal. In the past three years, the cabinets in both houses have seen increased usage as the residents and their children were subject to having to stay in place, extra sterilization of the all surfaces, and the extra meals/snacks that were needed due to the increased need. If you just account for dinner meals, in one month we provide 5310 dinners or 63,720 annually. Replacing the cabinets will allow us to add more storage for food by including additional cabinets/storage. While the steps that we took to prevent exposure may seem extreme, we did not have one case of COVID brought into the shelter by residents which means we did not shut down due to COVID!

During COVID we experienced an increase in the number of individuals who requested SANE exams. The wear and tear on the exam table increased as we made sure that everything was sterilized to minimize potential for exposure to COVID during the exam process. The table is starting to break and cannot accommodate individuals who weigh over 250 lbs. comfortably. The 224/225 exam chair will hold up to 500 lbs., can raise up electronically to different heights to accommodate someone in a wheelchair or injuries that make it difficult to get on the table.

All of the staff who would be getting their computers replaced currently have generation 6 & 7 computers. COVID has increased the need for the staff to use computers. During COVID the staff were using them for zoom meetings, facetime with clients, and staying in contact via email. With the exception of the shutdown, staff rotated their time together in the office to minimize exposure. The domestic violence education classes (12-week group) that we offer is a requirement from DHS for victims of domestic violence to be reunited with their children. We provided group materials via email so clients could complete the classes and reunify with their children. The Advocates would follow up either by phone, in person or zoom to discuss the materials. We depend on our computers to provide services, to collect data required by our funders, and to bill for our services. In addition, Advocates assist with protective orders, follow up contact by email and print off documents that clients need. New computers would allow all of the staff to work more efficiently which would allow them more time to provide services to the individuals who need them.

*If awarded, how will this funding be used?

The funding will be used to purchase new cabinets to replace the old cabinets and counter tops at the family violence shelter; a new exam table at the rape crisis center and new computers for the community services staff, shelter staff, and rape crisis center staff.

*Provide a detailed description of the population to be served (target population, age group, low income, moderate income, etc.):

Our service area is Cleveland County, however we get requests for services throughout Oklahoma.

Target population is victim/survivors of domestic violence, sexual violence and stalking.

The family violence shelter provides shelter to adults and their dependent children. 99% of the residents at the shelter are no income-low income.

The Rape Crisis Center provides advocacy and exams to victim/survivors 13+ at the rape crisis center. Because the individuals coming into the rape crisis center are in the middle of a crisis, we usually do not ask their income level.

The DVSV Advocates and DVSV Counselors provide services to victim/survivors 18 and older. 90% of their clients are low income and 10% fall into the moderate income range.

*Describe intake procedures:

Family Violence Shelter-Individuals or law enforcement call the crisis line. The shelter staff assess whether they are a victim of domestic violence, sexual violence or stalking. If a danger assessment/lethality assessment has not been completed, staff will do so. If the individual is in a high lethality situation they will bring them in immediately. If they are not, staff will determine whether we have space and either bring them into the shelter or give referrals to sister programs if we are full.

Rape Crisis Center-Individual, hospital, law enforcement, call the crisis line. Staff talk with the caller to determine if an exam is requested. An on call Rape Response Advocate is contacted to respond immediately. Then an on call SANE is contacted to respond. The Advocate and SANE meet the victim at the RCC.

Community Services Suite-Individuals can either walk in or call. Court advocacy can be accessed by a phone call to the DVSV Community Advocate to set up an appointment to fill out the paperwork, then accompaniment to the courthouse to file. Individuals needing domestic violence education classes, contact the DVSV Advocate who facilitates the classes and makes an appointment to come in and fill out the intake. If classes have already begun and they cannot be added to the classes at that time, they are placed on a waiting list. The DVSV Counselor sets up an appointment for an individual in need of counseling services. The Counselor will see someone three times before completing the intake.

Funding and Schedule

Funding and Schedule

*Attach an itemized budget for funds received from City of Norman:

City of Norman ARP Budget.xlsx

***Additional Funding Sources for project:**

WRC is asking for the ARP funding to pay for the capital items. Staff funded through a combination of grants and donations will be providing the services that the clients/residents who are victim/survivors of domestic violence, sexual violence and stalking will be using. Specifically-Attorney General, VOCA, VAWA, SASP, Cleveland County, United Way and community donations. WRC will use funds set aside for our facility to pay for the cost of the dumpster for the old cabinets.

***Implementation Schedule for Project:**

Replacement of computers for the 2 community service advocates, 2 counselors, 2 sexual violence response specialists, and 1 at shelter that is used by all staff. Should be awarded the ARP funding computers will be ordered after notification of the award. If funds are awarded in January, computers can be ordered and installed by March 30, 2023.

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Organization Information

Organization Information

*Did you receive any federal assistance related to COVID to address financial hardships?	Yes
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***Explain in detail:**

In 2020 we recieved PPP Loan. We currently have an ARP Sexual Assault Services Support through the Office of the Attorney General to assist in staff retention and volunteers. The paid advocates recieve a small stipend for being on call-\$2.00 per hour and the volunteers are reimbursed their mileage when responding to exams. In FY 2022 we received funds through the Attorney General's Office that we used a portion of for frontline bonuses that could only be used for domestic violence services. The rest of the funding went directly to assisting clients move into their own homes.

***Provide a brief description of the organization's capacity and relevant experience in operating the proposed program.**

We have been operating the family violence shelter since 1980 and continue to provide services, respond effectively to crises which included the pandemic.

We have operated the Rape Crisis Center since 2004 and have programs from around the state contacting us to consult on starting a SANE program out of a community based program.

In one form or another we have provided advocacy to community members not staying in the shelter. We had a brief period when we did not offer counseling services from 2010-2014 when we moved into the an office suite inside the Transcript Press Building. When we moved into the Community Services Suite we began with one full time staff and over the past 7 years, we added court advocacy, expanded domestic violence education classes, and added two counselors.

**Explain in detail how the requested funds for the project relate to COVID?*

Family Violence Shelter-Pre COVID the residents at the shelter spent most of their day outside of the shelter taking care of business. When COVID hit Norman so hard, no one could go anywhere. WRC did everything they could to keep the shelter disinfected. The counter tops and cabinet doors were wiped down with disinfectant wipes constantly. The increase of food items added additional weight onto the shelves of the cabinets which have needed to be reinforced or replaced. **Rape Crisis Center**-As I mentioned previously the number of people we saw at the Rape Crisis Center increased during COVID. Individuals who are seeking rape exams and domestic violence exams are coming in with additional issues. COVID has impacted everyone's mental health, has triggered past traumas and unhealthy coping mechanisms which may mean an exam takes longer or requires breaks during the exam to collect themselves so they can make it through. In addition to wear on the table having people getting up and down from the table, the paper holder has broken off. Since 2020 we have seen 353 victims of sexual assault and/or domestic violence. **Community Services Suite**-COVID increased the use of all of the computers. We already added computers for clients to use and now need to replace computers to support the work of the advocates and counselors to provide services to victims of domestic violence and sexual violence. For some clients, the only contact we have is through email and zoom.

Project Demographic Distribution

Project Demographic Distribution	
*What impacted and/or disproportionately impacted population does the project primarily serve?	Women and adolescents
*If the project primarily serves more than one impacted and/or disproportionately impacted population, select up to two additional populations served:	

We actively work to provide services to the 2SLGBTQ community. We work with the Native Alliance Against Violence, Absentee Shawnee Tribe, the Chickasaw Nation Tribe and Citizen Potawatomi Tribe to deliver services to the Native American population and they work with us to provide services and resources to our clients.

*Neighborhood Location/Service: What area served?

We serve all of Norman. Our offices are located in Ward 4 and our Shelter & Rape Crisis Center are located in Ward 1.

**City of Norman ARPA Funding
Women's Resource Center | Stewart, Kristy**

UW City of Norman ARP Budget	Estimates	Notes
Family Violence Shelter		
RJH Roofing and Construction		Bid includes removal of existing cabinets
1st Unit		
Install 282 LF of Kitchen Cabinets-Upper & Lower		
Install 68 LF of Laundry Room cabinets-Upper & Lower		Extend off of the kitchen
2nd Unit		
Install 282LF of Kitchen Cabinets-Upper & Lower		
Install 68 LF of Laundry Room cabinets-Upper & Lower		
Total for Cabinets	\$ 24,090.00	
110 LF of granite backsplash for table area		
Both units-granite counters installed		
Total for Granite counter tops	<u>\$ 12,000.00</u>	
Family Violence Shelter Total	\$ 36,090.00	
Rape Crisis Center		
McKesson Medical-Surgical		
Midmarck Exam table top	\$ 518.02	
Midmarck -exam Ritter Power Base only	<u>\$ 4,199.57</u>	Need both pieces
Rape Crisis Center Total	\$ 4,717.59	
Community Services Office		
C-Tech Inc.		
2-Computers including monitor, keyboard & mous	\$ 3,000.00	\$1500.00 each
5-Computers	<u>\$ 5,500.00</u>	\$1100.00 Each
Total Technology all three locations	\$ 8,500.00	
Total Request	\$ 49,307.59	

**City of Norman ARPA Funding
Women's Resource Center | Stewart, Kristy**

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