

ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement (“Agreement”) is dated as of the 10th day of January, 2023, by and between the City of Norman, Oklahoma, a municipal corporation (“City”), and the Legal Aid Services of Oklahoma, Inc., 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 \$225,000 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:

Richard Mitchell, Board President
3800 N. Classen Blvd. Suite 230
Oklahoma City, OK 73118

With copies to:

Michael G. Figgins, Executive Director
3800 N. Classen Blvd. Suite 230
Oklahoma City, OK 73118
Phone: (405)488-6768
Michael.Figgins@laok.org

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:	Legal Aid Services of Oklahoma, Inc.
*501(c)3 number:	731022203
*CEO/Organization Director:	Michael Figgins

Contact for this proposal

*First Name:	Holly
*Last Name:	Lantagne
*Address:	2227 W. Lindsey St., Ste. 1550
*Email:	holly.lantagne@laok.org
*Phone Number:	405-360-6631

Mailing Address

*Street Address:	3800 N. Classen Blvd., ste. 230
*City:	Oklahoma City
*State:	Oklahoma
*Zip Code:	73118
*Phone Number:	405-360-6631
*Is your Physical Address different from Mailing Address?	Yes

Physical Address

*Street Address:	2227 W. Lindsey St., Ste. 1550
*City:	Norman
*State:	Oklahoma
*Zip Code:	73069
*Amount Requested from City of Norman:	\$260,000.00

Program Information Overview

Program Overview	
*Program Name:	Civil Legal Assistance for Pandemic Impacted Households
*Focus Area:	Client Support (for clients impacted by negative health and economic impacts of COVID)
Percentage of people served identifying as (add '0' in case of null)	
Gender	
*Percentage of Male:	25
*Percentage of Female:	75
*Percentage of Non-binary:	0
Ethnicity	
*Percentage of Asian or Pacific Islander:	1
*Percentage of Black or African American:	15
*Percentage of Hispanic or Latino:	10
*Percentage of Native American or Alaskan Native:	10
*Percentage of White or Caucasian:	64
*Percentage of Multiracial or Biracial:	5
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	45
*Itemized budget for funds received from City of Norman (Attach budget sheet):	2022_11CNormanARPA22-23Budget.xlsx
*Additional Funding Sources for project:	
<p>This funding request will fill the existing justice gap impacting citizens of the City of Norman; and, both supplement and compliment existing funding sources. Legal Aid Services of Oklahoma (LASO) has received State ARPA funds to serve Oklahoma and Tulsa counties. LASO is confident that it will be able to leverage this ARPA request to both maintain the expanded services and provide a significant return on investment.</p>	
*Implementation Schedule for Project:	
<p>The growing need for LASO services as described in this application is already in existence and literally knocking on doors. LASO will be able to work with the nonprofit/faith based community on day one to train and solicit referrals to LASO. With the OU Law School nearby, LASO is confident in its ability to quickly recruit and hire attorney and paralegal staff and supplement with interns. As soon as project staff are brought onboard, LASO will begin assigning cases and representing residents with their pandemic related legal problems.</p>	

Narrative

Narrative

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

Since 2020, LASO has worked the frontlines of pandemic relief partnering with Community CARES Program (CCP) to provide CARES Act rental assistance to Norman tenants facing eviction due to COVID-19; assisting in eviction legal proceedings and ensuring the clients' CCP applications were processed so that clients could receive state and federal housing assistance for their past due rent; staffing the eviction docket with LASO attorneys to assist Oklahomans facing immediate eviction; and, assisting COVIDaffected Oklahomans with manyhousing stability issues (domestic violence, public benefit denials, illegal debt collections) that pushed families to the brink of homelessness. From July of 2020, when the courthouses reopened, through June 2022, the Norman office assisted 3,114 Cleveland County residents to close 1,326 casesincludinglegal issues with housing (522), consumer protection (177), family stability/safety (410), benefits and income (84), and other matters (133). Nearly all of these clients were affected by the pandemic and 100% of cases received legal advice and education. Of those, 727 cases (55%) did not require services beyond advice. For the majority of the 599 full representation and brief services cases (91%), services resulted in benefits to clients including:

Improved economic security with monetary impacts totaling over \$110,000 in lump sums and increased monthly incomes over \$19,000 for a total increase of over \$236,000/year; over \$1,109,000 in lump sum debt avoidance and almost \$7,800 total reduction in monthly obligations (over \$93,000/year).

Improved housing: Prevented or delayed eviction or foreclosure (174); assisted clients in accessing \$409,590 in CARES Act and other rental assistance; provided other housing-related benefits (62).

Improved safety: Prevented or ended domestic violence for 49 clients, including 22 protection orders to prevent abuse, stalking, or harassment.

Improved family stability through guardianship, child custody or visitation, divorce, legal separation or annulment (23) and other benefits to clients (34).

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:

A.) LASO will provide free legal assistance to Oklahomans who been adversely effected by the COVID pandemic and are low-income, elderly, domestic violence survivors, veterans, human trafficking survivors, disabled individuals, and many other vulnerable demographics with civil legal problems (i.e., non-criminal legal problems). LASO's civil legal services program includes assistance to ensure personal safety (e.g., preventing child and elder abuse and neglect, domestic violence, human trafficking, stalking, harassment); access to basic necessities (e.g., housing, employment, healthcare, social security benefits); economic security (e.g., consumer fraud, employment, taxes, garnishments, bankruptcy); support for family stability (e.g., child support, protective orders, custody); support to keep children and youth in school (e.g., guardianships, power of attorney assistance); and, much more. Since March 2020, LASO's services have included assistance with COVID-19 related legal issues. Clients are assisted with unemployment benefits, IRS issues including filing 2019 and 2020 tax returns and CARES Act Stimulus payment issues, rent and mortgage payment issues, student loan payment issues, medical debt, garnishment payment issues, and many other legal issues. All current clients and every applicant that contacts LASO is screened for COVID related legal issues and services are provided for financially eligible applicants when a LASO attorney is available. Without more attorneys, LASO is unable to assist all of the eligible clients who present with these issues. To assist more of the pandemic impacted Oklahomans in Norman who approach LASO, this project will provide for two attorneys and one paralegal in the Norman Law Office to provide free civil legal assistance to disrupt poverty. Depending on the level of support that each client needs, LASO will provide the following direct legal services: full representation (e.g., representation before administrative and judicial bodies), brief services (e.g., preparation of legal documents), or advice (e.g., information, counseling, referrals). LASO will also conduct outreach and community legal education to raise awareness.

B.) The target population will be pandemic impacted Oklahomans in Norman who are also low-income, elderly, domestic violence survivors, veterans, human trafficking survivors, persons living with disabilities, and many other vulnerable demographics.

C.) The proposed staff are projected to close 210 cases affecting 491 household members.

*If awarded, how will this funding be used?

Of the proposed \$260,000 total, \$207,361 will be used for salary and benefits for two attorneys and one paralegal providing direct client services through the Norman Law Office; and, \$18,228 will be used for supervision and support, office occupancy and supplies, and computer equipment. Indirect costs that support the program will include administration and IT support at \$34,411.

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

Through LASO's Norman Law Office, this program will serve Oklahomans who are low-income, elderly, domestic violence survivors, veterans, human trafficking survivors, living with disabilities, and other vulnerable demographics. These Oklahomans were disproportionately impacted by the pandemic through loss of employment or income, illness, loss of childcare, food insecurity, and more.

*Describe intake procedures:

To ensure accessibility, residents in need of legal assistance can apply for LASO's services in-person, by telephone, or online. In addition to walk-in applicants at the Norman office, LASO partners with organizations to have attorneys available in accessible locations across the community. Online applications can be submitted 24 hours per day. Following completion, a screen directs residents to call LASO within 30 days to complete the application over the phone and LASO sends an email with the same information, days/times and number to call. Alternatively, residents can call LASO's application hotline during business hours Monday - Thursday or apply for assistance directly from the Norman Law Office where a paralegal completes phone and in-person applications during regular business hours.

During the application process, residents provide information about themselves, members of their households, financial information, and brief description of their legal issue. Application staff and paralegals complete income and eligibility screening; and, collect documents, legal pleadings, and other evidence related to the legal issue. Once complete, the application is forwarded to project attorneys. Cases are accepted based on need. Once per week, project staff meet with the managing attorney and other staff attorneys to develop a case plan for eligible applications.

Funding and Schedule

Funding and Schedule

*Attach an itemized budget for funds received from City of Norman: 2022_11CNormanARPA22-23Budget.xlsx

*Additional Funding Sources for project:

LASO is constantly searching for and pursuing new funding opportunities to close the enormous gap in unmet civil legal needs in the community. Given the dramatic increase in need from the pandemic, LASO has allocated additional funds from LASO's statewide budget where available – primarily from Legal Services Corporation. However, that allocation has been modest compared to the need and LASO has not identified other funding sources for pandemic-impacted individuals and families in the Norman area.

*Implementation Schedule for Project:

The growing need for LASO services as described in this application is already in existence and literally knocking on doors. LASO will be able to work with the nonprofit/faith based community on day one to train and solicit referrals to LASO. With the OU Law School nearby, LASO is confident in its ability to quickly recruit and hire attorney and paralegal staff and supplement with interns. As soon as project staff are brought onboard, LASO will begin assigning cases and representing residents with their pandemic related legal problems.

Organization Information

Organization Information	
*Did you receive any federal assistance related to COVID to address financial hardships?	Yes
*Explain in detail:	
<p>Funding losses were covered by the proceeds of a CARES Act Paycheck Protection Program loan for which LASO received forgiveness. Other COVID-related federal assistance that LASO received for statewide use and partially utilized for the Norman Law Office program included \$460,318 from Legal Services Corporation in 2020 and \$3,265,625 from Community Foundations of Oklahoma for CCP rental assistance 2020 through 2022.</p>	
*Provide a brief description of the organization's capacity and relevant experience in operating the proposed program.	
<p>Legal Aid Services of Oklahoma (LASO) was created in 2002 when Oklahoma's regional legal aid programs merged, bringing over 50 years of experience to form a statewide nonprofit law firm serving low-income Oklahomans. As a 501(c)(3), LASO has established financial policies, procedures, and internal controls; capacity to administer a federal reimbursable grant award and maintain compliance with federal laws and regulations; and, demonstrated ability to meet federal reporting requirements and deadlines in a consistent and timely manner. LASO's Executive Director, Michael Figgins, has over 40 years of experience with legal aid organizations; Director of Finance, Melissa Lange, has over 28 years experience administering federal funds; and, Holly Lantagne has successfully facilitated the Norman Law Office program for 7 years as the Managing Attorney. This experience allowed LASO to assist nearly 30,000 persons statewide in 2021, including 6,475 housing cases for low-income and vulnerable Oklahomans. LASO has successfully performed and managed a variety of COVID-specific grants and contracts to address pandemic-related surge in unmet legal needs. For more on LASO's pandemic-specific experience through the Norman Law Office, please see this application's Narrative section, item 1.</p>	
*Explain in detail how the requested funds for the project relate to COVID?	

Civil legal services are a critical part of the response to negative economic impacts of the pandemic on households. LASO provides low-income Oklahomans with free civil legal services to ensure the basics of survival (safety, housing, healthcare, economic security, family stability). LASO clients are all disproportionately impacted by the pandemic, experiencing increased food/housing insecurity, domestic violence (DV), economic instability, and need for public benefits. Without professional civil legal services from advice/counsel to full representation, Oklahomans disproportionately affected by the negative economic impacts of the pandemic risk losing everything - homes, autonomy, children, income, property, safety, food security, and more.

Project Demographic Distribution

Project Demographic Distribution	
*What impacted and/or disproportionately impacted population does the project primarily serve?	Low-income households (including domestic violence survivors, seniors, veterans, persons living with disabilities, families with children)
*If the project primarily serves more than one impacted and/or disproportionately impacted population, select up to two additional populations served:	
Households that experienced increased food or housing insecurity (SLFRF Final Rule Overview, pg 17)	
Households that qualify for certain federal benefits (SLFRF Final Rule Overview, pg 19)	
*Neighborhood Location/Service: What area served?	City of Norman

**City of Norman ARPA Funding
Legal Aid Services of Oklahoma | Wiegman, Caroline**

**Legal Aid Services of Oklahoma, Inc.
City of Norman ARPA Budget Proposal**

	Attorneys	Paralegal	Total Request
Salaries			
2 Fulltime Attorneys	\$ 118,000		\$ 118,000
1 Fulltime Paralegal		\$ 34,276	\$ 34,276
Benefits			0
FICA	\$ 9,028	\$ 2,622	\$ 11,650
Health Insurance	15,366	7,683	23,049
Dental insurance	1,164	582	1,746
Loan Repayment Assistance	6,000	-	6,000
Disability/ life/unemployment	2,006	583	2,589
Pension	7,080	2,057	9,137
Worker's comp	708	206	914
<i>Subtotal Personnel</i>	<u>\$ 159,352</u>	<u>\$ 48,009</u>	<u>\$ 207,361</u>
Operating Expenses			
Laptop/Printer	2,000	1,000	3,000
Supervision and Support	4,720	1,371	6,091
Occupancy and Office Supplies	7,080	2,057	9,137
<i>Subtotal Operating Expenses</i>	<u>\$ 13,800</u>	<u>\$ 4,428</u>	<u>\$ 18,228</u>
Administration & IT Support	<u>\$ 26,848</u>	<u>\$ 7,563</u>	<u>\$ 34,411</u>
TOTAL EXPENSES	\$ 200,000	\$ 60,000	\$ 260,000

**City of Norman ARPA Funding
Legal Aid Services of Oklahoma | Wiegman, Caroline**

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