

Move United
Member Organization Grant Letter of Agreement

Please **review the required commitments** carefully, then sign and return via e-mail to both Najeeb Siddiqui: nsiddiqui@moveunitedsport.org, and Jacob Tyree: jtyree@moveunitedsport.org.

I. Grant Purpose

This Agreement for Services (this "Agreement") is made effective as of **10/1/23** by and between **Move United, Inc.** 451 Hungerford Drive, Suite 608, Rockville MD 20850 and **the City of Reno at 1301 Valley Road Reno NV 89512** for support of **hosting an adaptive mountain bike training and increase the number of aMTB certified instructors at varying levels from 10/1/2023-9/30/2024** In this Agreement, the party who is agreeing to receive services will be referred to as "Move United," and the party who will be providing the services will be referred to as "Host". Move United and Host are hereinafter collectively referred to as the "Parties".

Deliverable

08: *Lincoln, NH; Bend, OR; Durango, CO; Reno, NV; Asheville, NC; 10/31/23-9/30/24; Partner with New England Disabled Sports, Oregon Adaptive Sports, Adaptive Sports Association, City of Reno, and Catalyst Sports to host 5, 3 day, level 1 or level 2 adaptive mountain bike trainings from BICP to train a total of 38 participants. Develop 2-3 online education modules for the new adaptive level II certification. Minimal air travel/in-person.*

Move United agrees to:

1. Provide monetary reimbursement as outlined in Appendix A via the VA Training Grant
2. Advertise Event to the Move United membership network and VA Medical Centers as needed
3. Attend trainings as requested in support
4. Provide Move United literature & swag for attendees (shipped directly to training sites)
 - a. Host must provide mailing address for supplies and quantity required 6 weeks prior to the Event
5. Collate and present data to the VA to fulfill reporting requirement
6. Additional requests for support are considered on a case-by-case basis

The Host agrees to:

1. Submit Event dates, details, and registration information to jtyree@moveunitedsport.org AND on list the Event on the [Move United Events Calendar](#)
 - a. Provide Event as listed in Deliverable
 - b. Submit Event date, location, required partners/hosts, training descriptions, trainee prerequisites, and outcome narrative
2. Serve **8** eligible participants through the Event
3. Coordinate registration of eligible participants (as outlined in Appendix D)
4. Collect and Provide Move United Registration Information about each participant. (See Registration Guidelines Appendix D and submit information using [template](#) provided.)
 - a. **Minimum required reporting information:**
 - i. Participant name
 - ii. Participant zip code
 - iii. VA employee Y/N
 - iv. Disabled Veteran Y/N

- v. Sport(s) trained in
 - vi. Full address of Event
 - vii. Number of days/hours Event took place over
5. Share Move United's Educational Events Survey to all Event attendees (distributed via [paper-based](#) or [online form](#))
 6. Submit a full Expense Report that reflects budget items outlined in Appendix A
 7. To complete all items and submit the [Grant Reporting Form](#) no later than 2 week following the Event

The primary beneficiaries for this award are **sports instructors who teach disabled veterans** and the minimum number to be served is **8**.

II. Grant Term

Complete reports and invoice must be received no later than **2 weeks following the Event**. Funds may be spent between 10/1/23 and 9/30/24 and receipts must be dated within this period. Any invoice dated after **September 30, 2024 cannot be processed**. Move United reserves the right to rescind any fees that do not complete required reporting (outlined above including but not limited to, insufficient participant and Event reporting information, improper receipts, or expenses outside of allowable uses- see Use of Funds), to provide a proportional amount of the total fee if unable to meet the minimum participation levels, and to request any payments returned to Move United (see Cancellations). This agreement terminates automatically on **September 30, 2024**, but does not nullify agreed upon language.

The grant award is **\$7,182.60** and is payable to Host on successful execution of the Event along with required reports, invoice, and receipt documentation. Move United will pay the Host via reimbursement unless otherwise communicated prior for financial necessity in which payment can be processed in installments. Installments can be no greater than 3 months in advance of the Event.

III. Use of Funds

Host must comply with the following federal grant award requirements:

1. Funds shall be used **only for direct costs** associated with the Event as outlined in the budget in Appendix A.
 - a. Excluded items include (for example): alcohol, postage/shipping, social events, hospitality, gifts and promotional items. Items not clearly listed in the budget, items in the budget that will deviate +/- 10%, or items not following the Move United travel guidelines (Appendix B) must be cleared as expenses by Move United prior to purchase.
 - b. Course fees and certification should be provided at **no cost** to the trainees. It is the discretion of the Host what (if any) additional meals, travel, or other peripheral expenses are provided.
 - c. The Host is permitted to charge at cost for additional meals or activities and may charge a refundable deposit for registration fee.
2. Host will coordinate registration of eligible participants in accordance with Event Registration Guidelines (Appendix D).
3. Ask any disabled veterans prior to participation if they are *"eligible for participating in VA Programs and are not debarred"*.
4. Do not use this grant for any program being supported with other Department of

Veterans Affairs ASG funds.

- a. Please contact jtyree@moveunitedsport.org if your organization also applies for their own VA ASG to keep auditing clear and concise.
5. Adhere to the uniform administrative requirements and cost principles [2 CFR-200](#).
6. Trainers must have industry accepted qualifications and experience to act in the capacity of “train the trainer,” i.e. teaching others how to teach.

IV. Promotion and Marketing

Host must recognize the US Department of Veterans Affairs and Move United as sponsors of the Event, specifically as outlined in Appendix C.

V. Grant Reporting

In order to complete the Grant Award requirements, the [online Move United grant report form](#) must be submitted along with the following items (no exceptions) by the deadline outlined in grant term. The Move United Training Coordinator will provide you with a participant template for registration of the event/training, and then lower on the webpage is the actual reporting form where the party will include:

1. **Report on overall Event activity** (outlined in Grant Purpose)
2. **Itemized Expense report** detailing direct Program costs (as described in “Use of Funds”)
3. **Itemized and detailed receipts (showing paid to whom; from whom; date of transaction; type of expense)** for all expenses to meet or exceed the amount of the award (bank and credit card statements, or credit card receipts that do not show purchase detail are not allowable).

VI. Indemnification and Insurance

Host will defend, indemnify, and hold Move United, its directors, officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney’s fees, damages, suits, judgments and causes of action of any nature, arising out of or as a result of Host’s services, ordinary negligence, gross negligence, or willful misconduct of Host, including any actual or alleged defamatory or slanderous statements made by Host during the course of Host’s services, and any and all breaches of the representations and warranties in this Agreement.

Host agrees s/he will not hold Move United responsible in any manner for any loss or liability caused by third parties not acting under Move United’s direction and control. IN NO EVENT SHALL MOVE UNITED BE LIABLE FOR ANY LOSS OF LIFE, INJURY TO PERSON OR DAMAGE TO PROPERTY OF HOST NOT SOLELY CAUSED BY MOVE UNITED’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

Host must maintain a policy of Commercial General Liability Insurance in an occurrence format in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 per annual aggregate with no “participant or spectator exclusions”, covering liability arising out of premises operations, personal and advertising injury, products-completed operations, contractual liability and independent contractors, applicable to any claims, liabilities, damages, costs or expenses arising out of the Program named in this Agreement. Host must provide a certificate of insurance evidencing proof of all insurance required and naming Move United as an additional insured for the duration of this Agreement.

VII. Accounting and Equipment

In order to be eligible for grant funding through Move United, Host must be tax-exempt (i.e. 501c3 or government entity).

Host shall maintain records and books of accounts in accordance with United States Generally Accepted Accounting Principles sufficient to accurately and properly reflect all costs and the disposition of any materials, tools or equipment relating to this Agreement and the Grant Award.

Right to Audit

Host shall establish and maintain a reasonable accounting system that enables Move United to readily identify Host's assets, expenses, costs of goods, and use of funds. Move United and its authorized representatives shall have the right to audit, to examine, and to make copies of, or extracts from, all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Host or by its employees, agents, assigns, and successors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments; supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Host shall, at all times during the term of this Agreement and for a period of ten years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Host shall at any time requested by Move United, whether during or after completion of this Agreement, and at Host's own expense make such records available for inspection and audit by Move United. Such records shall be made available to Move United at the Host's office or place of business and subject to a three day written notice. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, Move United may recoup the funds granted, related to such discovery, from the Host.

Unless a party is grossly negligent or its misconduct is willful, neither party shall be responsible for any indirect, special, exemplary, consequential or punitive damages or damages resulting from lost business.

Equipment – only applicable for specific Training Grant Deliverables

If the Host uses Grant Funds to procure or operate adaptive sports equipment, the title of the adaptive sports equipment vests solely with the Host. The adaptive sports equipment may not be traded or sold for a minimum of 3 years after receiving the equipment. Hosts must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Host. In addition, adaptive sports equipment will be safe to use, maintained in accordance with the manufacturers recommendations, and ensure its proper use by trained individuals. When real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Move United or the VA. The instructions must provide for one of the following alternatives:

- a. Retain title after compensating the Federal awarding agency;

- b. Sell the property and compensate the Federal awarding agency; and
- c. Transfer title to the Federal awarding agency or to a third-party designated/approved by the Federal awarding agency.

Records must be retained for equipment, nonexpendable personal property, and real property for a period of 3 years from the date of disposition, replacement, or transfer at the discretion of the awarding agency. If any litigation, claim, or audit is started before the expiration of the 3-year period, records must be retained until all litigations, claims, or audit findings involving the records have been resolved.

VIII. Cancellation

If the Event is fully or partially cancelled, or if for any other reason Move United determines the Event failed to meet the intent of the agreement Move United will first negotiate "make-goods" or alternative rights or benefits to replace the parts of the Event not substantially delivered, and second, if make-good or alternative benefits cannot be agreed upon, negotiate in good faith a refund corresponding to the value of the Event not provided as mutually determined by the Parties.

If at any time Move United determines, in its sole and absolute discretion, that the Event has failed to demonstrate sufficient success to justify a Grant Award to support the Event, then Move United shall reserve the right to discontinue support of the Event, and shall not be under any further obligation to the Host.

Notwithstanding the foregoing, the performance of this Agreement by either party is subject to acts of God, war, terrorism or threats thereof, government regulation, disaster, medical epidemic or disease outbreak, strikes, civil disorder, curtailment of transportation facilities, or other occurrence beyond the reason control of either party making it inadvisable, illegal, or impossible to hold the Event. This Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other as soon as is reasonably practicable after the occurrence of such event.

VIII. General Provisions

MEMBER ORGANIZATION IN GOOD STANDING. In addition to completing the grant requirements stipulated in this agreement, Hosts receiving grant awards must be in good standing with Move United, including (but not limited to) compliance with [Move United's Sport Protection Policy](#).

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 45 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the

subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

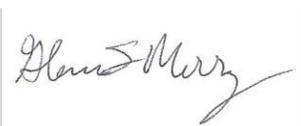
AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Maryland.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

FOR City of Reno:	
ACCEPTED AND CERTIFIED: As a legally authorized representative of the Member Organization, by signing this Grant Letter of Agreement, I hereby certify and agree to comply with the terms and conditions outlined in this document.	
Signature: Name: Title:	Date:

FOR Move United:	
Signature:  Name: Glenn Merry Title: Executive Director	Date: 1/9/2024

Deliverable #	8			MOUNTAIN BIKING (DELIVERABLE 8) PARTNERS AND POC: N
Department	Education- Jacob			08: Lincoln, NH; Bend, OR; Durango, CO; Reno, NV; Asheville
	Q3-4			
	3MTB BICP *Reno			
Expense				
			Budgeted	Percentage of Total Spent Remaining
6110 · Air Travel	1,000.00			
6170 · Auto Rental			Travel 1,453.00	20%
6020 · Contract Labor			Ops 5,729.60	80%
6320 · Event Fees Paid	3,900.00		Supplies 0.00	0%
6330 · Facilities Rental	981.80		Admin -	
6100 · Ground Transportation				
6120 · Lodging	210.00			
6130 · Meals & Per Diem	243.00			
6090 · Sports Supplies				
Equipment				
6095 · Event Supplies				
6145 · Vehicle Expenses				
6150 · Stipends/Athlete Training				
6325 · Training & Certification				
6350 · Chapter Grants Awarded				
6350 · Chapter Grants Awarded				
6350 · Chapter Grants Awarded				
6055 · Computers & Software				
6360 · Photography/Video Services				
6340 · Equipment Rental	847.80			
6070 · Printing				
6060 · Postage & Delivery				
Admin				
Total Expense	7,182.60			
# people	8			
Expense/Person	\$1,345.08			

- All budget items are priced according to the VA Training Grant application submitted to Move United.
- Attached with this agreement is an Excel spreadsheet you may use as a template for invoicing and budget tracking. This spreadsheet includes the grant budget breakdown, as well as what your organization applied for the grant application.
- ***Please note that the amounts applied for and what was awarded may vary.***

Appendix B - Move United Travel Policies

A PDF version of Move United's Travel Policies can be found [here](#).

Airline

1. Air travel will be via the most direct and economical means available. Business class travel and upgrades are not permitted, including but not limited to fees for seat selection and Southwest Early Bird check-in.
2. Air travel will be booked at least 2 weeks prior to travel.
3. Onsite parking at airports should be in the long term or economy lots, or advise Uber/Lyft for long parking stays to minimize budget impact.

Ground Transport

1. A reference to Google Maps is required to receive reimbursement per mile, showing point of origin, destination and date/s of travel ([see example](#)).
 - Effective January 1, 2024 the IRS is increasing the mileage reimbursement rate to \$.67/mile.
2. This mileage allowance covers all auto costs (e.g. gasoline, repairs, parking and traffic fines, insurance, etc.) other than parking.
3. If the reimbursable mileage amount exceeds the equivalent cost of coach airfare, the reimbursement will be based on coach airfare.
4. For best rates on auto rental, contact Move United for booking assistance.

Lodging

1. Accommodations must meet with industry accepted business travel standards with reference to comfort, convenience and cost. Airbnb, Holiday Inn, Hampton Inn, and similar overnight accommodations have been set as an acceptable standard.
2. Personal charges (incidentals) should be placed on a personal credit card.
3. Hotel reservations should be cancelled within the hotel cancellation policy time frame. Move United will not reimburse hotel "no-show" fees.
4. Lodging can include all nights of the event, as well as one night preceding and one night following the event if required by travel itinerary and/or on-site operations pre or post event. Additional lodging expenses that may be incurred for quarantine upon arrival or prior to departure are not reimbursable.

Meals

Meals and non-alcoholic beverages, up to a total of \$25 is acceptable, including a gratuity of up to eighteen (18%) percent of the bill, before sales tax. **Itemized receipts are required for any meal.** OR Per diem is payable at a rate not to exceed the [GSA per diem](#).

Spouse/Family/Care-Assistant Travel

1. Travel expenses for a spouse or other family members are not reimbursable. A spouse or other family member may share accommodations as long as there is no additional cost to Move United as a result (i.e. rooms may not be upgraded to suites or larger accommodations to allow other family members).
2. Travel expenses for a legal guardian, care-assistant or guide may be reimbursable but must be pre-approved.

Non-Reimbursable Expenses

Examples include, but are not limited to: alcoholic beverages, airline club dues, rental car club membership fees, airline upgrades, in-room movies, fines for traffic violations, insurance on life or personal property while traveling, trip insurance, purchase of clothing and/or other personal items, expenses for family, child, pet, home and property care while on a trip.

Appendix C – Marketing

Move United and Host will work together to create a mutually agreeable marketing items in accordance with the event budget and marketing guidelines provided below. Host will submit marketing items to Move United prior to posting.

Requirements

1. Display Move United logo on website, forms, promotional material, online media, advertisements, and signage. Logo packages are available to the Host upon request from Move United, such as Move United Member, Warfighters, and Competitions.

Full Color



Single Color



Red



Blue



Light Blue



Pink

On Photography



100% Black



White

2. Recognize the US Department of Veterans Affairs as a sponsor of the event
 - Do not use the VA logo on any webpage or printed literature
 - Include the VA disclaimer on the event webpage and advertisements. Do not alter or shorten the message. It may be included in small text at the bottom of the page: *This program was funded in part by a grant from the United States Department of Veterans Affairs. The opinions, findings and conclusions stated herein are those of the author(s) and do not necessarily reflect those of the United States Department of Veterans Affairs.*

Distribution

- Announcements are distributed through numerous channels online and/or in print
- Host is responsible for advertising the event internally to staff/volunteers and to other local stakeholders in the area
- Move United advertises training opportunities to the Move United membership network, VA Medical Centers, and other relevant recipients in our database. The event will be included on Move United’s Training Calendar ([online](#) and in print) and may be a featured blog post.

Social Media

Help support the growth of the adaptive sports industry *not required but encouraged*:

1. Make at least 2 social media posts tagging the VA and Move United (parameters in Appendix C)
2. Make at least 2 participants quotes about importance of Event or 1 “success story”
3. Attach a few action photos of the Event in the [Grant Reporting Form](#) or email to ityree@moveunitedsport.org
4. 1 video (60 seconds max) showing disabled veteran engaging in the activity and a sound bite from a veteran to include name, branch of service and hometown

Posts should include the following elements:

1. Tag Move United
2. Tag US Department of Veterans Affairs
3. Hash tags: #MoveUnited #Sports4Vets
4. Photo of attendees who have signed media waivers

Recommended:

- Include other relevant hash tags about the event, sport, and participating organizations
- Quote from an attendee, fun fact about the sport, or interesting takeaway from the training
- Highlight a photo that captures the action of the training rather than classroom instruction or a standard group picture

<p><i>Facebook</i> MoveUnitedSports Sports4Vets</p> <p><i>Instagram</i> @MoveUnitedSport @Sports4Vets</p> <p><i>Twitter</i> @MoveUnitedSport @Sports4Vets</p>

Press Release

- Create a press release using the template supplied by Move United as a guide (request from Move United staff to coordinate a marketing strategy).
- Press releases should be distributed to media outlets approximately 2 weeks prior.
- Partner shares the press release directly to local media contacts who have previously covered your events. Follow up with a phone call one or two days prior to the event to see if you can help coordinate coverage by providing pre-event photos, video or a quote from a participant. If a media contact will be visiting the training, arrange for an additional staff member (or Move United representative) to meet with them.
- Post-event press releases can also be created if your event was particularly newsworthy.

Appendix D – Event Registration Guidelines

Requirements

- Host may fill up to 50% of the spaces, but training must also provide the opportunity for other eligible participants to attend.
- Priority registration is offered (in order of priority) for: **i.** disabled veterans and members of the Armed Services, **ii.** Move United Member Organization staff and volunteers, **iii.** VA or DOD staff supporting adaptive sports for disabled veterans, **iv.** any other professional or volunteer serving disabled veterans and members of the Armed Services through adaptive sports programs (at no cost to the veteran). Attendees who do not currently/do not intend to serve disabled veterans at no cost may be permitted to attend if space allows, but will be required to pay a registration fee.
- Ensure each participant completes a registration form and [Liability and Media Release waivers](#) prior to participating.
- Registration should launch no less than 8 weeks prior to the event date and no greater than 16 weeks.
- Registration is available on a first come, first serve basis and limited to defined event capacity.
- Inform participants in writing (i.e. on the registration form) that their information will be shared with Move United. Move United does not share individually identifying information with the VA other than name, zip code, Veteran and VA employee status (required for VA reporting)
- Review incoming registration forms and follow-up as needed in a timely manner to complete or correct information submitted by the registrant.
- Attendees should receive a confirmation email when they register for the event including instructions for cancellations, travel, meals, and what to bring to the training.

Recommendations

- Web-based registration systems are preferred. Be sure to [check accessibility](#) for assistive technology and list a phone number for assistance if needed.
- In an effort to maximize the reach of the training, registration may be limited to 1-2 representatives per organization.
- If the training reaches capacity, place additional registrants on a Waiting List to attend if there is a cancellation.
- It is helpful for attendees to receive an additional reminder email 7-10 days prior to the event to confirm any last details. Asking for a reply to confirm their attendance helps ensure an accurate headcount for planning purposes.
- Keep a record of cancellations and no-shows. This is especially important to report on if event attendance does not meet the grant deliverable.
- Place a follow-up call to registrants who have a disability, injury, or other medical condition to confirm the accommodations needed.

Event Information Template

Thank you for your interest in attending the [EVENT]! With support from Move United and the US Department of Veterans Affairs, this training is offered at no cost to VA staff and adaptive sport providers who serve disabled Veterans (at no cost to the Veterans). Attendees will learn how to teach adaptive [ACTIVITY] using specialized equipment and instruction techniques. The training is suitable for [DEFINE AUDIENCE]. Please note, attendees must have (at minimum) [PREREQUISITE SKILLS] prior to attending the course.

Registration Procedures

- Registration is available on a first come, first serve basis and space is limited. Priority registration is offered for disabled veterans, disabled members of the armed services, VA staff, and Move United member organizations. Other adaptive sport organizations and interested individuals will be welcomed as space permits [NOTE FEE, IF APPLICABLE].
- If the training reaches capacity, additional registrants will be placed on a Waiting List and be permitted to attend as space allows.
- **Cancellation Policy:** As a courtesy to others who may be on a Waiting List, please notify [NAME/PHONE/EMAIL] if you can no longer attend the training.
- **Prerequisite Skills:** Attendees must have [KNOWLEDGE/SKILLS REQUIRED] prior to attending the course. This helps maximize the time focused on adaptive skills and equipment to make the course a valuable experience for all.
- **What To Bring:** [DRESS CODE/GEAR] The training will be hosted at [VENUE] where [EQUIPMENT] will be provided.
- **Travel:** [CLOSEST AIRPORT & HOTEL] Attendees are responsible for making their own travel arrangements. Move United does not provide reimbursement for any travel expenses, including but not limited to airfare, lodging, and ground transportation.
- **Meals:** [LIST WHAT MEALS ARE / ARE NOT PROVIDED]. Please specify dietary restrictions and allergies in your registration form. Although not guaranteed, we will make every effort to make accommodations.

About The Training

[VENUE ADDRESS]

[ARRIVAL & CHECK-IN INSTRUCTIONS]

[DAILY AGENDA]

Continuing Education

[CEU INSTRUCTIONS]

Point Of Contact

[NAME/PHONE/EMAIL]