

**Move United**  
**Member Organization Grant Letter of Agreement**

Please **review the required commitments** carefully, then sign and return via e-mail to Najeeb Siddiqui: [nsiddiqui@moveunitedsport.org](mailto:nsiddiqui@moveunitedsport.org).

**I. Grant Purpose**

This Agreement is made effective as of **October 1, 2024** by and between **Move United**, 451 Hungerford Drive, Suite 608, Rockville MD 20850 and **City of Reno - 1301 Valley Road, Reno, NV 89512**, for support of **2-day weekend with cycling and mountain biking** from **7/1/2025 - 9/30/2025**. In this Agreement, the party who will receive services will be referred to as "Move United," and the party who will be providing the services will be referred to as "**City of Reno**". Move United and "**City of Reno**" are hereinafter collectively referred to as the "Parties".

The primary beneficiaries for this award are **Veterans and Members of the Armed Services who have a permanent disability** and the minimum number to be served is **7**.

*\*Qualifying disabilities include any disability requiring adaptive equipment and/or instruction (does not include mental health/illness as the sole diagnosis)*

Adaptive sports coaching, instruction or competition should focus on least restrictive environments, skill development, and maximum independence. Sports participation will be offered every day of the Program (travel days excepted).

**II. Grant Term**

Complete reports and invoice must be received no later than **2 weeks following the Program**. Funds may be spent between **October 1, 2024** and **September 30, 2025** and receipts must be dated within this period. Any invoice dated after **September 30, 2025 cannot be processed**. Move United reserves the right to rescind any fees that do not complete required reporting (outlined in item V.), 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).

The grant award is **\$6000** and is payable in two installments of **\$3000**, the first installment will be paid on receipt of this signed agreement along with an invoice and confirmed Event dates (no more than 3 months in advance). The second will be paid on successful execution of the Event along with an itemized and detailed invoice, receipts, and required reporting.

**III. Use of Funds**

Member Organization must comply with the following **federal grant** award requirements:

1. Offer participation in the Program at no cost to the primary beneficiary of the grant (i.e. adaptive sports instruction/coaching, equipment, facilities, registration and entry fees). It is the discretion of the Member Organization what (if any) travel assistance is provided. Funds may not be used for individuals who are not disabled Veterans.
2. Ask all participants prior to participation if they are "*eligible for participating in VA*"

*Programs and are not debarred”.*

3. Do not use this grant for any program being supported with other Department of Veterans Affairs ASG funds.
4. Adhere to the uniform administrative requirements and cost principles [2 CFR-200](#).
5. Implement operational policies and procedures that ensure safe and effective adaptive sports programs for all, including Covid-19 mitigation if required. Contact Move United for templates as needed.
6. Use funds **only for direct costs** associated with disabled Veteran or disabled member of the armed forces (or military support staff) participation, i.e. lift tickets, sports equipment, sports supplies, equipment rentals, instructor/coaches costs, Program fees, Program promotion, facility fees, lodging, travel, meals. **Do not spend more than 20% of this grant on travel (lodging, transportation and meals)**. Outlined in Appendix A.

*Excluded items include (for example): overhead costs (i.e. rent, utilities), accounting expenses, salaries, alcohol, promotional items and gifts, social events, direct family expenses (except where a caregiver is required for participation).*

#### IV. Promotion and Marketing

Member Organization must recognize **Department of Veterans Affairs** and Move United as sponsors of the **Program**, 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:

1. **Report on overall Program/Event activity using the [online Move United grant report form](#)**
2. **Ensure that participants are informed they are receiving services subsidized by an award from Move United and that their demographic data will be shared (*the registration form/process is a good time to do this*)**
3. **Expense report** detailing direct Program costs (as described in “Use of Funds”)
4. **Itemized and detailed receipts (showing paid)** 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).
5. Invite participants to complete the [Move United Physical Activity Survey](#)
6. *Please confirm and [submit](#) your event and/or program information related to this award for the **Winter/Spring/Summer 2024/2025** using the following options, so it can be published on [Move United Event Calendar webpage](#) and shared with the Move United athletes and member network:*
  - *If you have only one event or ongoing program complete the [Move United Event form \(click here\)](#)*
  - *If you have multiple events and/programs, complete the excel template (sent via email) and send it back to me*

#### VI. Indemnification and Insurance

Member Organization 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, to the extent incurred by Move United as a direct result of negligence, gross negligence, or willful misconduct of Member Organization, including any defamatory statements made by Member Organization during the course of Member Organization's services. Member Organization may settle any claim or action indemnified under this paragraph in its sole discretion, without prior approval and with or without prior notice to Move United.

Member Organization 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 MEMBER ORGANIZATION NOT SOLELY CAUSED BY MOVE UNITED'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

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.

Member Organization 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. Member Organization 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, Member Organization must be tax-exempt (i.e. 501c3 or government entity).

Member Organization 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.

#### **VIII. Right to Audit**

Member Organization shall establish and maintain a reasonable accounting system that enables Move United to readily identify Member Organization'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 Member Organization 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.

Member Organization 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 Member Organization shall at any time requested by Move United, whether during or after completion of this Agreement, and at Member Organization'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 Member Organization'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 Member Organization.

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.

#### **VIII. Equipment**

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 at least 3 years after receiving it. 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 manufacturer's recommendations, and ensure its proper use by trained individuals. When equipment acquired under a Federal award is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, the recipient or subrecipient must request disposition instructions from the Federal agency or pass-through entity if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal agency or pass-through entity disposition instructions:

- a. Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold or otherwise disposed of with no further responsibility to the VA or Move United.
- b. Sell the property and compensate the Federal awarding agency in accordance with CRF 200.313.
- c. Transfer title to the Federal awarding agency or to a third-party designated/approved by the Federal awarding agency.
- d. In cases where a recipient fails to take appropriate disposition actions, the Federal agency or Move United may direct the recipient to take disposition actions.

Records must be retained for equipment, nonexpendable personal property, and real property for 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.

## **IX. Cancellation**

If the Program is fully or partially cancelled, or if for any other reason Move United determines the Program 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 Program 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 Program not provided as mutually determined by the Parties.

If at any time Move United determines, in its sole and absolute discretion, that the Program has failed to demonstrate sufficient success to justify a Grant Award to support the Program, then Move United shall reserve the right to discontinue support of the Program, 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 **2-day weekend with cycling and mountain biking**. 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.

## **X. General Provisions**

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

**COMMITMENT TO DIVERSITY, EQUITY, INCLUSION AND BELONGING** In response to the significant inequities that exist within the disability community, Move United is dedicated to creating and fostering a diverse, equitable, and inclusive community - a community where people with disabilities and their intersecting identities are respected, valued and experience a sense of belonging. Member Organization receiving grant awards must agree to supporting collective efforts to improve diversity, equity and inclusion within the disability community at a level equal to or exceeding our policies.

**NON-DISCRIMINATION** Move United prohibits discrimination in the recruitment and provision of services on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

**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

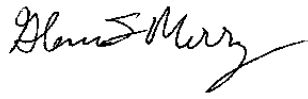
**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other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

<b>FOR City of Reno</b>	
<b>ACCEPTED AND CERTIFIED:</b> 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:

<b>FOR Move United:</b>
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Signature:

A handwritten signature in black ink, appearing to read "Glenn Merry". The signature is fluid and cursive, with a long, sweeping underline.

Name: **Glenn Merry**

Title: **Executive Director**

Date:

October 22, 2024

## **Appendix A - Move United Travel Policies**

### **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. Exceptions must be pre-approved by Move United.
3. Onsite parking at airports should be in the long term or economy lots.

### **Ground Transport**

1. A reference to Google Maps is required to receive reimbursement at the [IRS standard rate](#) per mile, showing point of origin, destination and date/s of travel
2. This mileage allowance covers all auto costs (e.g. gasoline, repairs, 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 (non-luxury) 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.

### **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, utilities, expenses for family, child, pet, home and property care while on a trip.



## Appendix C – Marketing

Move United and Member Name or Abbreviation will work together to create a mutually agreeable outreach/marketing plan in accordance with the guidelines provided below. Successful marketing efforts will inform stakeholders of the event with sufficient time to coordinate attendance.

### Requirements

1. Move United logo on website, forms, promotional material, online media, advertisements, and signage. The logo is the primary element of the brand so it is important that the integrity of the logo be maintained:
  - The full color Move United logo is our primary logo and should only be used on a white background. This is to ensure that the logo is presented as best as possible and doesn't clash with any other color or background.
  - For use on photography, primary Move United colors, or greyscale, please use the one-color white or one-color black Move United logos.
  - It must not be altered from its original style, proportional size and approved color
  - When resizing the logo, it should be done proportionally. In order to ensure legibility, the minimum logo size is 120px or 0.85".

#### Single Color



#### Full Color



#### On Photography



#### White

2. Recognize the VA 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

- Describe to who and how event should be announced and marketed
- Announcements are distributed through numerous channels online and/or in print
- Partner is responsible for advertising the event internally to staff/volunteers and to other local stakeholders in the area
- Move United advertises training/program opportunities to (who) the Move United membership network, Warfighters, VA Medical Centers, and other relevant recipients in our database. The event will be included on Move United's online event calendar and may be a featured blog post.

#### Social Media

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/program rather than classroom instruction or a standard group picture

Facebook  
@MoveUnitedSports  
@Sports4Vets

Instagram  
@MoveUnitedSport  
@Sports4Vets

X  
@MoveUnitedSport  
@Sports4Vets

#### Press Release (optional)

- Create a press release using the template supplied by Move United as a guide.
- Press releases should be distributed to media outlets approximately 1-2 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.
- Share final press release with Move United, who may also be able to amplify it through the organization's wire service or by posting it on its website
- Post-event press releases can also be created if your event was particularly newsworthy.
-