

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.

I. Grant Purpose

This Agreement for Services (this "Agreement") is made effective as of March **15, 2023** by and between **Move United, Inc.** 451 Hungerford Drive, Suite 608, Rockville MD 20850 and **City of Reno, 1301 Valley Road, Reno, NV 89512** for support of **Adaptive Cycling Center, hereafter referred to as the "program"** from **5/6/2023 - 9/3/2023**. 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 "**City of Reno**". Move United and "**City of Reno**" are hereinafter collectively referred to as the "Parties".

The primary beneficiaries for this award are to be low income, youth and young adults (**ages 16-29**) with permanent disabilities and the minimum number to be served is **10**.

- *Qualifying disabilities include any disability requiring adaptive equipment and/or instruction (does not include mental health and emotional disorders i.e. anxiety, addiction or PTSD as the sole diagnosis).*
- *Low income youth include any participant receiving assistance from one or more of the programs: Medicaid, Unemployment, Social Security Disability Benefits, Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Free School Lunch Program, Aid for Dependent Children, Foster Care or any other similar state or federal financial assistance program.*
- *Youth must reside in one of the following states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington, and Wyoming*

Adaptive sports coaching, instruction or competition should focus on 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 **February 10, 2023 and December 15, 2023** and invoice must be dated within this period. Any invoice dated after **December 30, 2023 cannot be processed**. Move United reserves the right to rescind any grants that do not have complete reporting, and to request first half payments returned to Move United (see cancellation section).

The grant award is **\$4000** and is payable in two installments of **\$2000**, 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 **grant** award requirements:

1. Recruit and offer participation in the Program at **no or extremely low cost** to the primary beneficiary of the grant (i.e. adaptive sports instruction/coaching, adaptive equipment, facilities, registration and entry fees). *Excluded items include: overhead costs (i.e. rent), administrative and accounting expenses, administrative salaries, alcohol, promotional items and gifts, social events, direct family expenses (except where a caregiver is required for participation).*
2. Implement operational policies and procedures that ensure safe and effective adaptive sports programs for all. Resources available at:
<https://www.moveunitedsport.org/chapters/resource-library/>.

IV. Promotion and Marketing

1. Submit events/programs being supported by this grant to the Move United Events Calendar to expand your reach: <https://moveunitedsport.org/events/>
2. Member Organization must recognize **Move United** as sponsors of the **Program**, specifically as outlined in **Appendix A**.

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. **Please review the Move United Grant Reporting Webinar:** [Click here](#)
2. **Report on overall Program/Event activity** using the [online Move United grant report form](#)
3. **Full contact information for each participant impacted by the grant** (mailing address, including zip code, e-mail, telephone number(s), date of birth, gender, ethnicity and disability). *Please remember to inform participants during registration that their contact information will be shared with Move United (no personal identifying information is shared with the funding source).*
4. **Ask each participant to complete Move United's [Physical Activity Survey](#)** on impact of sports participation – available in English & Spanish and digital/print to measure if:
 - Participants will continue to engage in sporting activities through local community based
 - Participants increased confidence and sense of independence, improved social skills, and more success at school or work adaptive sports programs

Please note the overall grant goals are:

- **At least 85%** of youth and young adult participants will report that participation in the adaptive sports program increased their

confidence, increased their independence, improved their social skills and helped them be more successful at work or school.

- **At least 85%** of youth participants will continue to engage in future sports activities through a local community based adaptive sports program.
5. At least 2 participants quotes about importance of Program
 6. At least 3 action photos of the Program

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

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 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 Chapter.

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 reasonable control of either party making it inadvisable, illegal, or impossible to hold. 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

EMBER 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

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

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|------------|-------|
| Signature: | Date: |
| Name: | |
| Title: | |

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| FOR Move United: | |
| Signature:  | Date: 3/30/2023 |
| Name: Glenn Merry | |
| Title: Executive Director | |

Appendix A – Marketing

City of Reno will create an outreach/marketing plan in accordance with the guidelines provided below. Successful marketing efforts will inform stakeholders of the event through multiple channels 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 according to the Move United brand guidelines:
 - 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".

Social Media

Posts should include the following elements:

1. Tag Move United #MoveUnited
2. Hash tags:
3. Photo of attendees who have signed media waivers

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| <i>Facebook</i> MoveUnitedSports <i>Instagram</i> @MoveUnitedSport <i>Twitter</i> @MoveUnitedSport |
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