

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 **09/21/23** by and between **Move United, Inc.** 451 Hungerford Drive, Suite 608, Rockville MD 20850 and **City of Reno** at 1301 Valley Road, Reno, NV 89512 for support of **National Park Trails Assessment (City of Reno, Truckee Meadows Parks Foundation, Biggest Little Trail Stewardship, Tahoe-Pyramid Trail, Washoe County, Truckee Trails Foundation, and others to be identified) "Event" from Sept 21 – 30, 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 "Host". Move United and Host are hereinafter collectively referred to as the "Parties".

Move United agrees to:

1. Provide a grant in the amount of \$10,000 as outlined in Appendix B
2. Act as liaison between Park, Member Organizations, Trail Organizations, and Training Partners, organizing regular meetings and communication methods.
3. Attend trainings and trail assessments if needed in support. Provide adaptive trail equipment for use during trainings.
4. Track engagement with the park/trail organizations and report days, hours and types of engagement to Move United. Track number and type of people trained, including any disabled Veterans or VA employees involved.
5. Additional requests for support are considered on a case-by-case basis.

The primary beneficiaries for this award are **providers who teach and offer hiking services for disabled Veterans (at no cost to the Veteran), including:**

1. Park staff and volunteers
2. Member organization staff and volunteers
3. Disabled Veterans who wish to volunteer
4. VA staff and personnel (only based on availability)

II. Grant Term

Complete reports and invoice must be received no later than **9/30/23** Funds may be spent between 02/06/23 and 9/30/23 and receipts must be dated within this period. Any invoice dated after **September 30, 2023 cannot be processed**. Move United reserves the right to rescind any fees that do not complete required reporting (outlined in Appendix A), 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, 2023**.

The grant award is \$10,000 and payable in one installment of \$10,000, paid on receipt of this signed agreement. In addition, the member organization will be granted use of 1 HETAP device (High Efficiency Trail Assessment Process - an automated trail data collection system (compatible with eTracs) and packaged with WISP 3.0 – a Wheeled Instrumentation Sensor Package) housed by

Beneficial Designs in Reno, NV. The device will be made available for both the training program and as mutually agreeable for further efforts to expand trail access at the **(City of Reno and its partner trail organizations)**.

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 and related training activities as outlined in the budget in Appendix B.
 - 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 C) must be cleared as expenses by Move United prior to purchase.
2. Host will identify member organizations eligible participants.
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.
5. Adhere to the uniform administrative requirements and cost principles [2 CFR-200](#).
6. Host will follow CDC and local health department guidance to lessen the risk of transmission of communicable diseases, including but not limited to, COVID-19, in connection with participation in the Event.

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 D.

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 **8/31/2024**. The grant report webpage has an Excel template to be used in 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 Appendix A)
2. **Itemized Expense report** detailing direct Program costs (as described in “Use of Funds”)
3. **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).

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

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 manufacturer's 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](#).

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. Hosts 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 policy.

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.

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:

Appendix A – Deliverables / Grant Reporting

1. Provide support to the **National Park Trails Assessment project for City of Reno, Truckee Meadows Parks Foundation, Biggest Little Trail Stewardship, Tahoe-Pyramid Trail, Washoe County, Truckee Trails Foundation, and others to be identified** that includes:
 - a. 2-4 staff or volunteers to attend HETAP trails assessment training with Beneficial Design (Minden, NV) or during the International Trails Symposium (Stateline, NV)
 - b. Take ownership of the HETAP device
 - c. Make the HETAP device available for the trails assessment training plus other trails assessments as mutually agreed with the City of Reno
 - d. Develop a relationship with local trails organizations personnel with the intent to provide events, training, equipment, and opportunities as mutually agreed upon. The primary intent of the relationship is to expand information, and therefore access to trails to Veterans with disabilities. This may include (but not limited to or required to) activities such as:
 - i. Loaning of adaptive equipment
 - ii. Park events or initiatives for people with disabilities
 - iii. Expanding trail access through measurement (with the HETAP device)
 - iv. Sharing of resources and information

Report on overall Event activity includes:

1. Submit training and any related activity dates, details, and registration information on the [Move United Events Calendar](#)
2. Information about each participant. (See Registration Guidelines Appendix E and submit information using [template](#) provided.)
 - a. **Minimum reporting information:** track participant name, participant zip code, and number of days/hours trained, VA employee Y/N, Disabled Veteran Y/N
3. Move United Educational Events Survey (distributed via [paper-based](#) or [online form](#))
4. Expense Report that reflects budget items outlined in Appendix B
5. All items should be included upon completion of the [Grant Reporting Form](#) no later than 2 week following the Event

Help support the growth of the adaptive sports industry:

1. Make at least 1 social media post tagging the VA and Move United (parameters in Appendix D)
2. Attach a few photos of the Event in the [Grant Reporting Form](#)
3. Press Release if desired communicate with Move United staff to coordinate a marketing strategy (template in Appendix D)

Appendix B – Budget

\$10,000 member organization grant to cover:

- Hosting and storage of the HETAP device
- Cost of travel and transportation associated with project.
- Direct staff time on project

In addition, member organization will be granted 1 HETAP device valued at \$12,170.

Appendix C - 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. 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 \$0.625 per mile, showing point of origin, destination and date/s of travel ([see example](#)).
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.

Distribution

- 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 as needed
- 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

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

Facebook
MoveUnitedSports
Sports4Vets

Instagram
@MoveUnitedSport
@Sports4Vets

Twitter
@MoveUnitedSport
@Sports4Vets