

- B.12      Staff Report (For Possible Action): Acceptance of Subgrant Award from Move United to support expanding trail access and adaptive mountain biking in Reno, Nevada in the amount of \$9,000.

## STAFF REPORT

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**Date:** April 23, 2025

**To:** Mayor and City Council

**Through:** Jackie Bryant, City Manager

**Subject:** Staff Report (For Possible Action): Acceptance of Subgrant Award from Move United to support expanding trail access and adaptive mountain biking in Reno, Nevada in the amount of \$9,000.

**From:** April Wolfe, Therapeutic Rec Specialist

**Department:** Parks and Recreation

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**Summary:**

The City of Reno provides year-round accessible recreation activities and is a Chapter member of Move United. For that reason, Move United applied for and received a grant from the May and Stanley Smith Foundation to support expanding trail access and adaptive mountain biking. City of Reno was awarded a subgrant award in the amount of \$9,000 to support trail access in Reno, Nevada.

Consent Review	Yes	No
1. Is this item an annual or standard item that comes before Council for regular approval?	X	
2. Is this item an agreement required based on an item previously approved by Council?		X
3. Is this item included in the current budget approved and adopted by Council?	X	
<b>Other Considerations</b>		
What percent of the total City budget does this item represent?	0.00%	

**Alignment with Strategic Plan:**

Fiscal Sustainability

Arts, Parks, and Historical Resources

**Previous Council Action:**

There is no recent Council action relevant to this item.

**Background:**

Since 1956, Move United has focused on one goal: To improve the lives of wounded warriors, youth and adults with disabilities by providing sports and recreation opportunities. Move United's mission is to provide national leadership and opportunities for individuals with disabilities to develop independence, confidence, and fitness through participation in community sports, competition, recreation, high performance sport and educational programs. Each year through their nationwide network, they serve over 70,000 youth, wounded warriors and adults through a nationwide network of over 150 community-based chapters in more than 40 states nationwide. In 2020, the City of Reno was certified as the first municipal Parks and Recreation program chapter member of Move United.

**Discussion:**

Move United applied for and received a May and Stanley Smith Charitable Trust Grant to support expanding trail access and adaptive mountain biking. The City of Reno is a MOVE United Chapter and provides accessible trail recreation such as adaptive mountain biking, renting adaptive hiking equipment, and advocating to area trail organizations to ensure trails are accessible for all. The Foundation specifically was looking to expand opportunities in Northern Nevada. Funds will be used to provide free community bike days, an overnight adaptive mountain bike camp, and to develop an adaptive mountain bike lesson program at Sky Tavern.

**Financial Implications:**

There are matching requirements which will be met through the in-kind value of staff time for project planning and administration.

**Legal Implications:**

Legal review completed for compliance with City procedures and Nevada law.

**Recommendation:**

Staff recommends Council accept the subgrant award from Move United in the amount of \$9,000.

**Proposed Motion:**

I move to approve staff recommendation.

**Attachments:**

City of Reno - Grant Agreement - Smith Trail Access 2025.

**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 **April 1, 2025** 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 **Expanding Trail Access and Adaptive Mountain Biking in Reno, Nevada** from **April 1, 2025 – November 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 **cyclists who have a disability** and the minimum number to be served is **20**.

*\*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 must be received no later than **December 15, 2025**. Funds may be spent between **April 1, 2025** and **November 30, 2025** **but the invoice must be submitted and dated no later than September 30, 2025**. 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 **\$9,000** and is payable in two installments of **\$4,500**, 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 no later than **September 30, 2025**.

**III. Use of Funds**

Member Organization must comply with the following award requirements:

1. Recruit and offer participation in the Program at **no or extremely low cost** to the

primary beneficiary of the grant (Applicable expenses include: adaptive equipment, travel, labor and personnel, facilities, permits and event/membership fees. If there are expenses outside of these categories check with Move United.

#### **IV. Promotion and Marketing**

1. Member Organization must recognize **Move United** as sponsors of the **Program**, specifically as outlined in Appendix C.
2. Please confirm and [submit \(click here\)](#) your event and/or program information related to this award for the **Summer 2025**, so it can be published on [Move United Event Calendar webpage](#) and shared with the Move United athletes and member network.

#### **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. Invite participants to complete the [Move United Physical Activity Survey](#)
5. Provide 3-5 free community ride days, an overnight adaptive biking camp, and a lesson program serving no fewer than 20 disabled cyclists in total.
6. At least 1 participants quote about the importance of Program or success story
7. At least 3 action photos of the Program
1. Perform at least one trail assessment at city parks to identify new adaptive mountain biking routes.

#### **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.

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 **Expanding Trail Access and Adaptive Mountain Biking in Reno, Nevada**. 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 ACCESS AND OPPORTUNITY** Move United is committed to creating an inclusive sports environment for all. We address the intersections of disability with minority groups, including BIPOC, LGBTQ+, and AAPI communities. We actively collaborate with our Access and Opportunity Advisory Council to provide comprehensive resources. Additionally, we strive to overcome economic and geographic barriers to adaptive sport participation. Contracted partners must agree to supporting collective efforts to improve access and opportunity 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



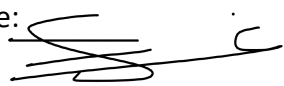
**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment

**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>	
Signature:  Name: <b>Najeebullah Siddiqui</b> Title: Grants Manager	Date:  March 28, 2025

## **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**

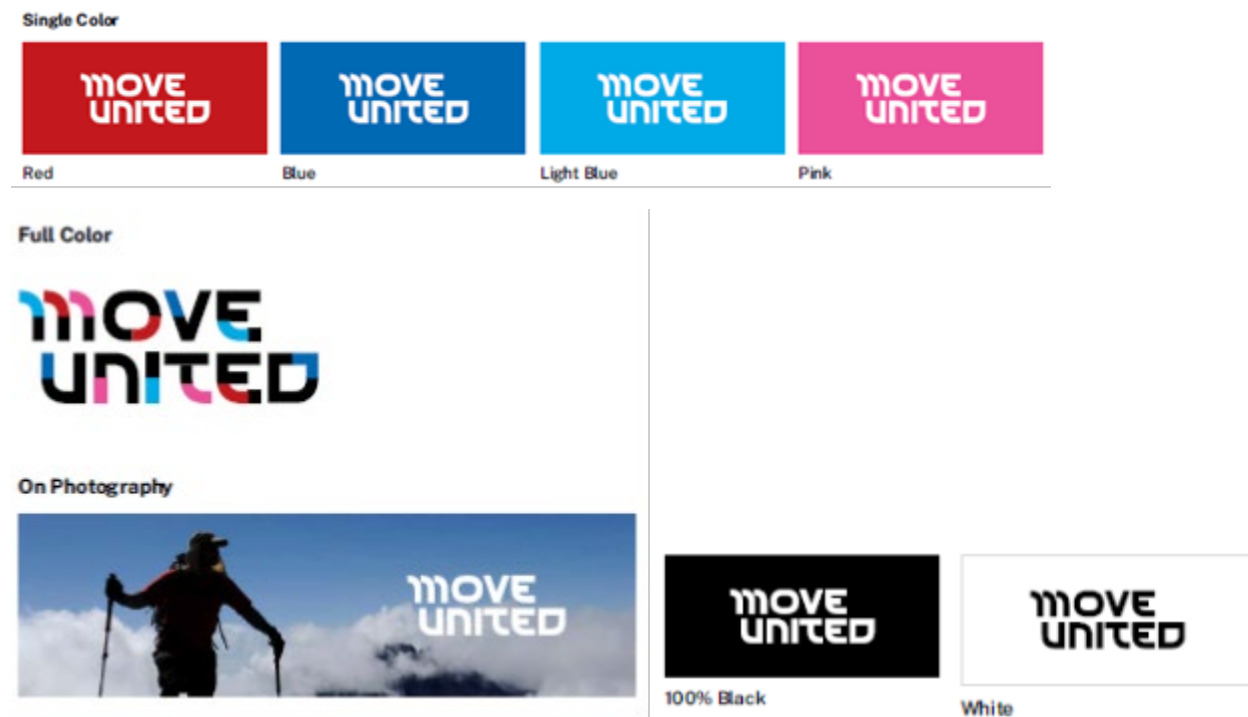
Examples include, but are not limited to: alcoholic beverages, airline club dues, rental car club membership fees, airline upgrades, in-room movies, fines for traffic violations, insurance on life or personal property while traveling, trip insurance, purchase of clothing and/or other personal items,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



2. Recognize the Move United as a sponsor of the event

### Social Media

Posts should include the following elements:

1. Tag Move United
3. Hash tags: #MoveUnited

Facebook @MoveUnitedSports
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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

*Instagram*

@MoveUnitedSport

X

@MoveUnitedSport

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.