

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

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

**I. Grant Purpose**

This Agreement for Services (this "Agreement") is made effective as of May 24, 2023 by and between **Move United, Inc.** 451 Hungerford Drive, Suite 608, Rockville MD 20850 and **City of Las Vegas acting by and through it Department of Park, Recreation & Cultural Affairs – Adaptive Recreation** 451 E Bonanza Road, Las Vegas, NV 89101 for support of **USA Wheelchair Football League Expansion Team Programming** ("Program") from **May 24, 2023-December 1, 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 Las Vegas". Move United and City of Las Vegas are hereinafter collectively referred to as the "Parties".

Move United agrees to:

1. Provide a grant in the amount of EIGHTY FIVE THOUSAND DOLLARS AND NO CENTS **(\$85,000)** "Amount"
  - a. Per NFL & BWF, do not provide the dollar amount of your funding in any external media or announcements
2. Purchase 20 Xenith helmets for team in requested sizes and colors
3. Advertise program to veteran and athlete database as requested
4. Collate and present data to fulfill grant reporting requirements to NFL & BWF

The primary goal of this award is to continue to grow the sport of wheelchair football through the following activities (see Appendix A for details):

- Creating an expansion team for the USA Wheelchair Football League
- Purchasing sport chairs that are appropriate for wheelchair football participation
- Providing regular team practices for athletes with disabilities to grow wheelchair football skills
- Fielding a full team roster of qualifying athletes for competitive play
  - *View roster qualifications within USA Wheelchair Football League 2023 Rulebook*
- Participating in a minimum of 2 tournaments during the 2023 season.
  - **Las Vegas wheelchair football team is currently scheduled to attend:**
    - **Chicago metro area – August 18-20**
    - **Buffalo, NY – September 29 – October 1**

- Providing the primary beneficiary of this grant, a minimum of 13 Veterans, access to practices, clinics, camps or outreach programming that allows Veterans to participate in the sport

## II. Grant Term

Complete reports and invoice must be received no later than **2 weeks following the season**. Funds may be spent between May 22 and December 1 and receipts must be dated within this period. Complete reports must be received no later than December 31, 2023. Any invoice dated after January 15, 2024 cannot be processed. Move United reserves the right to rescind any fees that do not complete required reporting (outlined in Appendix B), 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 December 31, 2023.

The grant award is \$85,000 and is payable in two installments of \$42,500 the first installment will be paid on receipt of this signed Agreement along with an invoice and confirmed Team Tryout dates. The second will be paid on successful execution of the Program along with an itemized and detailed invoice, receipts, and required reporting.

## III. Use of Funds

City of Las Vegas must comply with the following 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). *City of Las Vegas should take care to provide as much travel assistance as possible so that cost of tournament participation is not a deterrent for participation.*
2. Use funds **only for direct costs** associated with Program i.e. sports equipment, sports supplies, equipment rentals, instructor/coaches costs, Program fees, Program promotion, facility fees, lodging, travel to tournaments, meals. *Excluded items include (for example): overhead costs (i.e. rent, utilities), administrative and accounting expenses, administrative salaries, alcohol, promotional items*
3. Comply with Move United travel policies (Appendix C)
4. Require that all athletes and coaches follow rules as outlined in the USA Wheelchair Football League Rulebook 2023, including signing code of conduct and any participation paperwork
5. Work to ensure that coaches are teaching athletes through best practices as outlined within the USA Wheelchair Football League Athlete Development Model

Move United strives to safeguard our sport environments from misconduct, including athlete physical and sexual abuse. Move United reserves the right to request screening and/or training be completed by any covered individual participating in programs included in this Agreement,

as necessary.

Move United prohibits discrimination based 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. This must also be reflected in the policies and practices of City of Las Vegas.

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

City of Las Vegas must recognize NFL / BWF Salute to Service Program and Move United as sponsors of the Program, 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 the deadline outlined in grant term:

1. **Report on overall Event activity using the online Move United grant report form** (outlined in Appendix B)
2. **Expense report** detailing direct Program costs (as described in "Use of Funds")
3. **Participant Report Form** – Which includes full contact information for each team member and veteran participant served by this grant (mailing address (including **zip code**), e-mail, telephone number(s), date of birth, gender, ethnicity and disability). Please ensure each participant is asked to complete a registration form prior to participating and inform participants that their information will be shared with Move United.
  - For veteran participants, please also track the following information: Pre- or Post- 9/11 service, Branch, Rank, Whether injury was service connected & Active/Reserve/Guard status (at time of injury)

#### **VI. Indemnification and Insurance**

City of Las Vegas 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 City of Las Vegas's services, ordinary negligence, gross negligence, or willful misconduct of City of Las Vegas, including any actual or alleged defamatory or slanderous statements made by City of Las Vegas during the course of City of Las Vegas's services, and any and all breaches of the representations and warranties in this Agreement.

City of Las Vegas 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 CITY OF LAS VEGAS NOT SOLELY CAUSED BY MOVE UNITED'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

The obligations set forth in this Section VI shall be subject to City of Las Vegas statutory limitation on award for damages in tort actions as set forth in Nevada Revised Statute 41.035.

City of Las Vegas is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. City of Las Vegas shall provide Move United insurance at least equal to the insurance to which the Owner would be entitled as an additional insured had City purchased 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. Nothing herein shall be deemed to insure the Move United against their sole negligence or willful misconduct.

#### **VII. Accounting and Equipment**

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

City of Las Vegas 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**

City of Las Vegas shall establish and maintain a reasonable accounting system that enables Move United to readily identify City of Las Vegas'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 City of Las Vegas 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.

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

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. 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 City of Las Vegas.

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, governmental quarantine restrictions, 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 Program. 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, City of Las Vegas 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 AND INCLUSION.** 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. City of Las Vegas 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 Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement 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 Agreement.

**ENTIRE AGREEMENT.** This Agreement 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 Agreement. This Agreement supersedes any prior written or oral agreements between the parties

**SEVERABILITY.** If any provision of this Agreement 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 Agreement 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 Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment

**GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Nevada. The parties hereby irrevocably consent to venue before the federal and

state courts situated in the State of Nevada and each party hereby irrevocably submits to the jurisdiction of such courts.

**NOTICE.** Any notice or communication required or permitted under this Agreement 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 Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld

**FOR City of Las Vegas**

**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: Carolyn G. Goodman

Title: Mayor

Attest:

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

*John S. Ridella*

Deputy City Attorney



23-1963.010

Date:

Date:

Date: 7/18/23

**FOR Move United:**

Signature:

*K Stott*

Name: Karalyn Stott

Title: Senior Program Manager

Date: 7/19/23



## Appendix A – Deliverables

### Team Development

- Team must practice regularly during the season to build players' football skills.
  - Skills and development should follow current best practices set out by Move United and the wheelchair football athlete development model.

### Tournament Participation

- City of Las Vegas must develop a team with a full roster of players for competitive travel
  - Minimum travel roster is 7, but Move United recommends at least 10 to account for injuries, fatigue, etc.
  - A maximum travel roster is 14 for teams that are flying and 21 for teams within driving distance, but teams may have more players for practice squads
- Team must participate in 2 tournaments
  - Tournament selections were sent on March 3, and your assigned tournaments are listed in Section I of this agreement. Please notify Karalyn ([kstott@moveunitedsport.org](mailto:kstott@moveunitedsport.org)) ASAP if you can no longer attend your assigned tournaments. The full 2023 tournament schedule is listed below
    - Tournament 1 – August 19-20 in Chicago, IL *hosted by GLASA*
    - Tournament 2 – September 9-10 in Tampa, FL *hosted by Hillsborough County Adaptive Sports*
    - Tournament 3 – September 30-October 1 in Buffalo, NY *hosted by Greater Buffalo Adaptive Sports*
    - Tournament 4 – October 21-22 in Las Vegas, NV *hosted by the City of Las Vegas Parks & Rec*
- Team should prioritize grant funds to cover travel for athletes so that competition is not a hindrance to participation.

### Veteran Exposure

- Team must provide football programming to a minimum of 13 veterans.
  - Ideally veterans would be incorporated into the team roster and regular practices, but as roster spaces are limited, this may not be possible. Other options include introductory clinic days, veteran sports camps with a football clinic, Football Combine Challenge Days or any similar activity where veterans are present.
  - 'Exposure' must include the opportunity to participate in the sport and build skills



## Appendix B – Required Reporting

In order to complete the Grant Award requirements, City of Las Vegas must submit the online Move United grant report form. This must include all of the following:

This must include all of the following:

1. **Full contact information for each team member and veteran participant served by this grant** (mailing address (including **zip code**), e-mail, telephone number(s), date of birth, gender, ethnicity and disability). Please ensure each participant is asked to complete a registration form prior to participating and inform participants that their information will be shared with Move United.
  - a. For veteran participants, please also track the following information: pre or post 9/11 service, Branch, Rank, Active/Reserve/Guard status (at time of injury), whether injury was service connected or not.
  - b. A minimum of 12 veterans must be reported on in full detail for final payments to be made.
2. Expense Report in the reporting form
3. Ask everyone to complete a Move United Physical Activity Survey
4. Provide a Veteran Success Story that matches the following criteria:
  - a. Name a veteran, service member, caregiver, or family member that exemplifies the success of your BWF-funded program.
  - b. Provide general demographic information and service details for this individual, including service dates, service branch, military occupation, and any other relevant details about their service. If the individual is a caregiver or family member, provide details about their life while their service member/veteran was actively serving.
  - c. What was this individual's experience transitioning out of the military?
  - d. How did this individual get connected to your program?
  - e. What was this individual's experience in your program?
  - f. How did this program impact this individual?
  - g. Upload a photo and/or video of this individual. Ensure your photos are .jpeg files, and that the videos are .mov or .mp4. Provide photos and videos in the highest resolution possible.

## **Appendix C - 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 \$0.655 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 of \$50 per day.

### **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 D – Marketing

City of Las Vegas must recognize the NFL/BWF Salute to Service Program and Move United as sponsors of the program, specifically:

- a. Inclusion of the USA Wheelchair Football League on City of Las Vegas's website. This page should provide information on how a participant may sign up for tryouts, camps, clinics and other participation options.
  - i. Along with the NFL-BWF Salute to Service logo, your website should include the following message. This program is made possible in part by NFL-BWF Salute to Service "Healthy Lifestyles and Creating Community" funding. We reserve the right to request the removal of our logo from program or organizational materials at the conclusion of the award period.
- b. Materials associated with this NFL-BWF-funded program must feature the NFL-BWF Salute to Service logo. These materials must be approved by BWF in advance of any electronic or print distribution.
- c. Recognition on Helmets via helmet back bumper stickers – Move United will provide
- d. Materials associated with this NFL-BWF-funded program must feature the NFL-BWF Salute to Service logo and Move United USAWFL logos as appropriate. These materials must be approved by BWF in advance of any electronic or print distribution.
  - i. **All use of the NFL/BWF Salute to Service Award logo must be approved through the NFL/BWF offices prior to distribution. Please send material proofs to Karalyn ([kstott@moveunitedsport.org](mailto:kstott@moveunitedsport.org)) for approval before distribution.**
    - Digital materials should be sent a minimum of one week prior to distribution
    - Print items (banners, clothing, etc.) should be sent a minimum of two weeks prior to print deadlines

In addition, your team is included in the NFL's agreement for usage of Marks & Colors. **ALL usage of your local franchise's logo must be submitted to the NFL Foundation and your local franchise for approvals. Please coordinate with Karalyn ([kstott@moveunitedsport.org](mailto:kstott@moveunitedsport.org)) and allow at least two weeks for print deadlines.**

### **Social Media**

Posts should include the following elements:

1. Tag Move United
2. Tag BWF
3. Tag NFL in the Community (separate from primary NFL account)
4. Photo of attendees who have signed media waivers