

**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 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 its Department of Park, Recreation & Cultural Affairs – Adaptive Recreation** 451 E Bonanza Road, Las Vegas, NV 89101, for support of **USA Wheelchair Football League Tournament ("Event")** on **October 21-22, 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 pay City of Las Vegas in the amount of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) ("Fee"), for the hosting of a USA Wheelchair Football League Tournament with specific deliverables outlined in Appendix A. City of Las Vegas should do their best to adhere to the schedule in Appendix B to show appropriate progress towards deliverables. The dollar amount of your grant should not be included in any external communications per NFL/BWF policies.

Move United agrees to:

1. Provide a grant in the amount of **\$20,000** "Amount"
2. Provide the signage and football equipment outlined in Appendix C
3. Create and manage the tournament registration website and be the primary liaison with USAWFL Teams
4. Coordinate with a Lead of Officials to ensure officials are scheduled to games and appropriately trained
  - a. City of Las Vegas agrees to recruit local officials as needed
5. Coordinate and pay for SafeSport Training and background checks for all officials
6. Provide pre-event and on-site staff support (as outlined in event timeline in Appendix B)
7. Coordinate national press releases and approvals through NFL/BWF offices
8. Advertise event to volunteer database as requested
9. Collate and present data to fulfill grant reporting requirements to NFL & BWF

**II. Grant Term**

Complete reports and invoice must be received no later than **2 weeks following the event**. 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, 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 \$20,000 and is payable in two installments of \$10,000 the first installment will be paid on receipt of this signed agreement along with an invoice and confirmed location. 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. 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*
2. Agree to pay officials at Move United approved rates of \$60/game for black hat roles and \$75/game for white hat roles, plus reimbursement for all travel fees related to the tournament.
3. Require all Officials to complete the following trainings/paperwork:
  - a. USA Wheelchair Football League Officials Competency Exam
  - b. Background Check (through NCSI or equivalent organization) – *taken within last year*
  - c. SafeSport Level I training – *taken within last year*
4. Comply with Move United travel policies (Appendix D)

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 title sponsors of the tournament, specifically as outlined in Appendix E.

The dollar amount of your grant should not be included in any external communications per NFL/BWF policies.

## **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**
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. **ONLY REQUIRED IF VOLUNTEER TRACKING IS DONE SEPARATE OF MOVE UNITED'S REGISTRATION SYSTEM.**
  - 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, government 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's 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 each party to this Agreement.

**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.

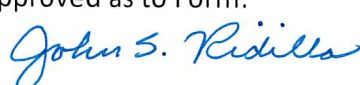
**ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

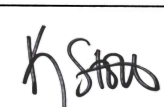
**PUBLIC RECORDS.** The City of Las Vegas is a public agency as defined by Nevada state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City of Las Vegas records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records. If City receives a public records request under the Nevada Public Records Law for any information related to this Agreement that Move United deems Confidential Information, City will use reasonable efforts to notify Move United of the City's receipt of a request for any record that has been provided to it by Move United in connection with this Agreement and that has been prominently marked "Confidential" by Move United; and such disclosure shall be withheld by City of Las Vegas for a period of ten (10) calendar days from service of the notification on Move United so that Move United has the opportunity to seek a protective order or other legal protection from a Nevada court of law. In the event that Move United fails to timely obtain any judicial relief, the disclosure of such alleged Confidential Information by the City of Las Vegas shall not constitute a breach of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City of Las Vegas' rights, obligations, and defenses under the Nevada Public Records Law, nor will the City of Las Vegas be held liable for any disclosure of records, including information, that the City of Las Vegas determines, in its sole discretion, is a public record subject to disclosure under the Nevada Public Records Law.

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Move United  
Member Organization Grant Letter of Agreement  
Signature Page

<b>FOR City of Las Vegas</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: Carolyn G. Goodman Title: Mayor  Attest:  LuAnn D. Holmes, MMC, City Clerk  Approved as to Form:  Deputy City Attorney	Date:    Date:   Date: 7/18/23

<b>FOR Move United:</b>	
Signature:  Name: Karalyn Stott Title: Senior Program Manager	Date: 7/19/23



## Appendix A – Deliverables

**City of Las Vegas must coordinate with an appropriate venue to host a USA Wheelchair Football League tournament that meets the requirements below.**

- Tournament must provide competition opportunities for a minimum of 8 USAWFL teams
  - More teams may be allowed at the discretion of City of Las Vegas and interest of USAWFL teams
  - Fewer teams may be allowed at the discretion of Move United
  - Teams must be allowed to participate without a registration fee
- Tournament must provide every team with the opportunity to play a minimum of 4 games
  - More games may be allowed, but should take into consideration potential player and official's fatigue
- Tournament must include an inclement weather plan if outdoor venues are being used
- Tournament must include indoor space or shaded tents for teams to rest between games if outdoor venues are being used
- Tournament must contract with an appropriate number of officials to safely officiate games.
  - Officials must meet qualifications outlined in Section III and be paid at the rates as outlined in Section III
  - 5 officials should be assigned per game
  - Best practice is to assign officials to a team where they will work one field for a full day and be able to manage their roles together.
  - Work with the Lead of Officials for questions
- Tournament must provide appropriate staffing for the following areas:
  - Registration, Scoring & Timing, Food (if providing), Set Up & Take Down of Tournament site
- Tournament must have EMS on-site for potential emergencies
  - BLS certification minimum requirement
  - Request training EMS pre-event about adaptive athletes and potential protocol changes when working with this population
- Tournament must have secured storage area for teams to hold wheelchairs & helmets overnight
  - Indoor preferred or outdoor locked area with additional security.
- Tournament must have appropriate bathroom and changing areas that are wheelchair accessible
- Tournament must have appropriate meal options for a variety of dietary restrictions either onsite or within walking distance.

## Appendix B – Tournament Planning Schedule

<b>Mid-June</b>	
Finalize Tournament Schedule to send to attendees for travel booking	<i>Host</i>
Begin Initial Contracting with Officials	<i>Host</i>
<b>12 Weeks Out</b>	
Sign Contract with Tournament Venue – Draft Initial Venue Map	<i>Host</i>
Communicate with Local Hotels – Create contract for Group Blocks	<i>Host</i>
Create Team Registration Site	<i>Move United</i>
Coordinate with Officials on Background Checks, SafeSport Training, Exams	<i>Move United</i>
Create Team Registration Site	<i>Move United</i>
<b>10 Weeks Out</b>	
Create Initial Food Plan – Contract with Vendors	<i>Host</i>
Finalize All Officials Contracts	<i>Host</i>
<b>8 Weeks Out</b>	
Officials Hotels Booked, Transportation Plan Created	<i>Host</i>
Contracted Official's Contact Information Sent to 'Lead of Officials' <i>Lead will assign them to teams and connect pre-event for training questions</i>	<i>Host</i>
Draft Volunteer/Staffing Needs – Begin Outreach	<i>Host</i>
Order All Event Signage	<i>Move United</i>
<b>6 Weeks Out</b>	
Create Training Plan for Volunteers	<i>Host &amp; MU</i>
Create Emergency Action Plan – Contract with EMS	<i>Host</i>
Coordinate National Sponsor Recognition Plan & Sponsor Attendance	<i>Move United</i>
Coordinate Athlete Goody Bags & Gifts (optional)	<i>Host &amp; MU</i>
Order Final Event Supplies	<i>Host</i>
<b>3 Weeks Out</b>	
Final Registration Information to Host	<i>Move United</i>
Confirm Final Check-In Details, Parking Information, Equipment Drop Off, Etc.	<i>Host</i>
Review & Update Ejection Forms, Scorer's Table Forms, Incident Report Forms	<i>Move United</i>
Cross-Check Registrant Waivers & Code of Conduct Paperwork	<i>Move United</i>
<b>1 Week Out</b>	
Confirm Final Set Up Plan	<i>Host &amp; MU</i>
Final Team Confirmation Emails Out	<i>Move United</i>
Final Volunteer Confirmation Emails Out	<i>Host</i>
Cross-Check All Supplies Arrive	<i>Host</i>

### Appendix C - Equipment Provisions

Staffing	
<i>Move United will cover all travel costs for MU Staff</i>	
Name	Role
<i>Karalyn Stott</i>	Oversee Tournament, Primary Team Liaison, Assist with Whatever is Needed
<i>2 Additional Staff</i>	Upon request and availability of Move United Staff to assist with setup, transportation, etc.
Supplies	
Qty	Item
<i>Field Equipment</i>	
20	Pylons
6+	Footballs (ensure only used for game play, not warmups)
<i>2 field's worth</i>	Sideline Yardage Markers (G, 15, 30)
3	Down Markers
5	Extra Penalty Flags & Bean Bags for Officials
1	Set of Field Marking Templates
<i>Officials Equipment</i>	
<i>As needed</i>	Shirts for Officials
<i>As needed</i>	Hats for Officials
<i>As needed</i>	Coin toss Coins for Officials
<i>Signage</i>	
3+	Poster Board Schedule Signage
2	USAWFL Stand Up Banners
8+	Move United / USAWFL Feather Flags
1	Field 1 Feather Flag
1	Field 2 Feather Flag
1	Registration Feather Flag
1	Medical Feather Flag
4+	Move United Competition Builds Character Signage
2	Move United Tent Topper (10x10)
5+	USAWFL/Move United Tablecloth Covers
8	Move United Tri-Fold Signage (end zone signage)
8+	Co-Branded Window Clings
8+	Co-Branded Floor Stickers
8+	Move United, BWF/NFL On-Field Stickers

***Any signage not listed above must be pre-approved by Move United to ensure it meets NFL/BWF requirements as title sponsor of the event.***

**Host must provide all needed equipment not provided by Move United**

Equipment needs include, but are not limited to:

- Timing and Scoreboard System
- Water Coolers/Hydration Systems
- Tape/Paint for Marking Fields
- Basic First Aid Equipment (ice, Band-Aids, gauze)
  - *In addition to on-site EMT*
- Tables and Chairs for check in and scoring areas
- Sandwich Boards, Easels, etc. for signage
- Storage Containers
- Dollies/Carts for load-in/load-out
- Weights, zip ties, tape, etc. for securing tents and signage

## **Appendix D – 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 E – Sponsor Recognition**

Member Organization must recognize the NFL/BWF Salute to Service Program and Move United as title sponsors of the Event, specifically:

- a. 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.
- b. 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

No additional sponsors of the tournament may be recognized without prior approval through Move United.

### **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