



**Multi-Payment Grant Agreement with City of Thibodaux**

**RECITALS**

**WHEREAS**, the mission of the Blue Cross and Blue Shield of Louisiana Foundation ("BCBSLAF") is to promote the wellness and well-being of Louisianians by supporting health and education-related causes.

**WHEREAS**, City of Thibodaux ("Grantee") has requested a Grant ("Funding" or "Funds") from the BCBSLAF which is documented in the form of a grant proposal and related supporting materials (the "Project") referenced in Exhibit A attached hereto and made a part of this Grant Agreement ("Agreement").

**WHEREAS**, the BCBSLAF believes that the Project furthers the mission of the BCBSLAF and is consistent with the charitable purposes for which the BCBSLAF was established.

**WHEREAS**, the BCBSLAF approves Funding in the amount of \$300,000.00 to the Grantee for use consistent with the Project and subject to the requirements set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the BCBSLAF and Grantee agree as follows:

**SECTION 1: PROJECT INFORMATION**

**1.1 Approved Project**

Consistent with the materials outlined in Exhibit A, attached hereto and made a part of this Agreement, the Project is described as follows:

- a. **Project Title:** Menard Ped Bike Trail
- b. **Project Description:** The City of Thibodaux's (COT) solution to the community's needs would be to focus on making the City more walkable for pedestrians as well as travelable for cyclists to connect to current trails in the City, ensure the safety of all travelers, and promote alternative forms of active transportation and exercise to the community. To accomplish this goal, the COT is proposing the Menard Ped. Bike Trail that will connect students at Nicholls State University, as well as residents of the City, to Historic Downtown Thibodaux and current trails throughout the City. Through the City evaluating the needs of the community and meeting with the President of the university and surveyors studying the area, the Menard Ped. Bike Trail will help meet the City's goals by creating a designated, shared trail for both pedestrians and cyclists use and upgrade additional trails in the area as well. The proposed project will be in the center of one of the busiest and fastest growing areas in the Thibodaux community and a missing link to the COT's connectivity to many other trails in the area. The Menard Ped. Bike Trail will connect to an additional 11.5 miles of shared trails in Thibodaux.
- c. **Project Start Date:** 06/01/2021
- d. **Project End Date:** 06/01/2023



- e. **Project Manager:** Sarah Arceneaux, 985-446-7606, saraha@ci.thibodaux.la.us, 310 West 2nd Street Thibodaux, LA 70302

The "Grant Period" refers to the period of time between the "Project Start Date" and the "Project End Date", as set forth above.

The "Project Manager" refers to the individual who will manage the Project and be the BCBSLAF's main point of contact regarding the Project.

## **SECTION 2: RELATIONSHIP TO THE BCBSLAF**

### **2.1 Independent Contractor Status**

- a. Grantee and the BCBSLAF are independent contractors. Neither Grantee nor other agents or representatives of Grantee shall be considered to be employees of the BCBSLAF for any reason, including, but not limited to, the Federal Unemployment Tax Act; any workers' compensation act; any health, retirement, and welfare benefits; and any income tax withholding laws. Grantee shall have sole responsibility for the payment of all federal and state income taxes applicable to its services and the services of its agents and representatives.
- b. Grantee shall provide the BCBSLAF with a completed W-9 form within ten days of execution of this Agreement by Grantee.

## **SECTION 3: GRANTEE WARRANTIES**

Grantee represents and warrants that:

- a. Grantee is a Louisiana corporation duly organized, validly existing, and in good standing under the laws of Louisiana;
- b. Grantee is an organization that is both exempt from tax under section 501(c)(3) of the Internal Revenue Code ("IRC") and an organization described in IRC section 509(a)(1), (2), or (3), which statuses have been duly confirmed by one or more operative IRS rulings or determination letters, copies of which Grantee has provided to the BCBSLAF or a governmental entity;
- c. Grantee is in compliance with all federal, state, and local laws applicable to Grantee and the Project, including those relating to workplace safety, and has obtained all applicable permits and licenses required of Grantee in connection with the Project's activities;
- d. Grantee is an Equal Opportunity Employer and does not discriminate against any person because of race, creed, color, religion, national origin, age, sex, or disability;
- e. There is no actual, potential, and/or perceived litigation, arbitration, matter, or other dispute involving Grantee which, if decided unfavorably to Grantee, would reasonably be expected to have a material adverse effect on Grantee's ability to complete the Project's activities. Grantee will notify the BCBSLAF in writing immediately of any matters as described in this section that arise during the Grant Period and while Grantee carries out the Project's activities. Failure to disclose any such matters as described in this section to the BCBSLAF shall be considered a material breach of this



Agreement;

- f. The execution, delivery, and performance of this Agreement by Grantee: (i) has been duly authorized by Grantee; and (ii) will not conflict with, result in a breach of, or constitute a default under any other agreement to which Grantee is a party or by which Grantee is bound;
- g. Grantee accepts full responsibility of the integrity and management of the Project, including: (i) accountability of all Funds; (ii) correction of all fiscal or programmatic deficiencies identified throughout the Project; (iii) ensured separation of powers, duties, and functions of Grantee's board members and staff; and (iv) established safeguards prohibiting Grantee's staff or board members from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- h. There are no actual, potential, and/or perceived conflicts of interest. Grantee will immediately notify the BCBSLAF of any actual, potential, and/or perceived conflicts of interest both prior to and during the Grant Period and while carrying out the Project's activities. Failure to disclose actual, potential, and/or perceived conflicts of interest to the BCBSLAF shall be considered a material breach of this Agreement;
- i. Grantee has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement;
- j. Grantee shall perform activities related to the Project in good faith and in a professional manner;
- k. Grantee has and will govern Funds with industry standard internal financial controls and systems including accurate, correct, and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; and determination of reasonable, allowable, and allocable costs;
- l. Grantee will notify the BCBSLA immediately and in writing of any findings with a written and appropriate resolution.
- m. Grantee will provide the BCBSLAF with copies of audited financial statements within ten days of the BCBSLAF's written request;
- n. Prior to signing this Agreement and on or before the Final Report Due Date indicated in Exhibit B, attached hereto and made a part of this Grant Agreement, Grantee agrees to provide written documentation to the BCBSLAF of the name(s) and job title(s) of all Grantee employees, staff members, or independent contractors hired by Grantee ("Grantee Personnel") receiving \$100,000 or more in annual salaries, fees, and/or other compensation ("Annual Compensation"), including the specific dollar amount(s) being paid. If any Grantee Personnel receives an increase in Annual Compensation meeting or exceeding \$100,000 during the Grant Period or while Project activities are being carried out, Grantee agrees to provide written documentation to the BCBSLAF within ten days of the Annual Compensation increase.
- o. Grantee shall spend all Funds within the state of Louisiana; and
- p. The Project's current budget, included herewith as Exhibit A, attached hereto and made a part of this Grant Agreement, accurately reflects Grantee's intentions to expend the Funds.

## **SECTION 4: PROJECT FUNDS**

### **4.1 Payment of Funds**



- a. Upon execution of this Agreement, the BCBSLAF agrees to provide Grantee the first payment of Funds indicated in Exhibit C attached hereto and made a part of this Agreement for the purposes of completing "Year 1" Project goals and benchmarks outlined in Exhibit D attached hereto and made a part of this Agreement .
- b. Thereafter, the BCBSLAF will distribute Funds to Grantee in the form of multiple payments as outlined in Exhibit C attached hereto and made a part of this Agreement upon the condition of Grantee strictly abiding by the terms of this Agreement.
- c. Each successive payment of Funds is contingent and will be distributed only upon Grantee's (i) successful completion of the prior year's Project goals and benchmarks outlined in Exhibit D attached hereto and made a part of this Agreement and (ii) submission of all annual reports and updates outlined in Exhibit B attached hereto and made a part of this Agreement.
- d. If Funds are to be divided into four payments as outlined in Exhibit C attached hereto and made a part of this Agreement, the BCBSLAF will distribute the fourth payment (i) at the end of the Grant Period and (ii) upon submission of all required reports and updates outlined in Exhibit B attached hereto and made a part of this agreement.

#### **4.2 Expenditure of Project Funds**

- a. Grantee agrees that Funds are solely designated for the purposes indicated in the Project.
- b. Grantee will not assign any Funds to any other organization or person.

#### **4.3 Prohibited Use of Funds**

Grantee shall not use any Funds:

- a. To influence the outcome of any specific public election or to carry on, directly or indirectly, any lobbying or voter registration activities or drives;
- b. To make any monetary donations or payments of any type to an individual or organization or to undertake any activity for any non-charitable purpose, to the extent that use of the Funds would be a taxable expenditure if made directly by the BCBSLAF; or
- c. For religious or sectarian programs for religious purposes; for fraternal, labor, athletic, band, or veterans' organizations; for political contributions; and/or for memorials or honorariums.

#### **4.4 Reversion of Funds & Termination for Cause**

Grantee agrees to return to the BCBSLAF Funding under the following conditions, as the following shall be considered grounds for terminating this Agreement for cause:

- a. In the event of Grantee's dissolution, as required under Louisiana law, Grantee must return all unspent or remaining Funds to the BCBSLAF within ten days of Grantee's dissolution.
- b. In the event that Grantee no longer qualifies as a tax-exempt organization under IRC section 501(c)(3), Grantee must return all unspent or remaining Funds to the BCBSLAF within ten days of the change in Grantee's status.
- c. In the event the BCBSLAF finds that Grantee has breached this Agreement, Grantee must immediately return all Funds to the BCBSLAF.



- d. If any aspect of the Project changes without prior written approval from the BCBSLAF, Grantee must immediately return all unspent or remaining Funds to the BCBSLAF.
- e. In the event that any Funds are not expended on the Project during the Grant Period, unless the BCBSLAF agrees in writing to Grantee's written request for carryover of the Funds for a new Grant Period, Grantee must return all unspent or remaining Funds to the BCBSLAF within ten days of the Project End Date.
- f. In the event that any Funds are used for any purpose other than for the Project, Grantee must return all Funds to the BCBSLAF within ten days of the BCBSLAF's written request.
- g. In the event that Grantee moves out of the state of Louisiana, Grantee must return all unspent or remaining Funds to the BCBSLAF within ten days of Grantee's move.

#### **4.5 Audit Rights**

- a. Grantee agrees to maintain accurate records of receipt and expenditures and to make its books and records available to the BCBSLAF or its outside auditors upon written request by the BCBSLAF or its outside auditors during the Grant Period and for up to two years following the end of the Grant period.
- b. Grantee agrees to notify the BCBSLAF in writing within ten days following receipt of any independent audit findings of non-compliance, control weaknesses, fraud, or similar involving the Funds associated with the Project.
- c. The BCBSLAF shall have the right at all times to monitor or otherwise evaluate all Project work performed by Grantee and the premises on which the work is being performed. Grantee will participate in any monitoring or evaluation visits and provide access and assistance to the BCBSLAF.

### **SECTION 5: PUBLIC ANNOUNCEMENTS**

#### **5.1 BCBSLAF Announcements**

- a. The BCBSLAF shall have the right to announce, highlight, or mention the Grantee and all information and activities associated with the Project during the Grant Period and on an ongoing basis thereafter.
- b. The Project and Funding will be announced and highlighted through various BCBSLAF or related entity communication platforms including, but not limited to, media releases, website, social media platforms, and historical and annual reports during the Grant Period and on an ongoing basis thereafter.
- c. Grantee agrees to the use of its name and logo in all the BCBSLAF or related entity public announcements and press releases during the Grant Period and on an ongoing basis thereafter for anything built, created, or started in relation to the Project.
- d. Grantee agrees to allow the BCBSLAF to link to Grantee's website or other forms of digital media related to the Project during the Grant Period and on an ongoing basis thereafter.





## **5.2 Grantee Announcements**

- a. The BCBSLAF encourages Grantee to make Project and/or Funding related public announcements, particularly when such notices might stimulate additional support or help to transfer the learning and knowledge gained from the Project.
- b. Grantee agrees to obtain prior written approval from the BCBSLAF for wording to describe the BCBSLAF, its programs, and the nature of the Funds received.
- c. Grantee agrees to obtain prior approval of the BCBSLAF of each communication or announcement pertaining to the Project or Funding prior to the dissemination or distribution of said communication or announcement. Communication or announcement includes, but are not limited to, press releases, reports or results, published references, and media clips. Grantee agrees to provide the BCBSLAF with all approved and fully executed communications or announcements related to the Project or Funding.
- d. Grantee shall not use the BCBSLAF logo, service mark, trademark, or other proprietary marks of the BCBSLAF without specific advance written approval by the BCBSLAF.
- e. Grantee agrees to discontinue all use of the BCBSLAF logo, service mark, trademark, or other proprietary marks of the BCBSLAF within ten days upon written request from the BCBSLAF.
- f. Grantee agrees to continuously acknowledge the BCBSLAF during the Grant Period and following the Grant Period on an ongoing basis by displaying the current BCBSLAF logo, service mark, trademark or other proprietary marks of the BCBSLAF and the phrase "Supported by the Blue Cross and Blue Shield of Louisiana Foundation" at all events, in all written, digital, and printed materials, and on any and all advertisements, broadcast promotion, or other forms of publicity related to the Project and on all items built, created, or started under the Project, unless otherwise indicated in writing by the BCBSLAF.
- g. Upon execution of this Agreement and after written approval by the BCBSLAF, Grantee agrees to issue a press release using the approved template provided by the BCBSLAF to local media outlets describing the Project and acknowledging the support of the BCBSLAF.

## **SECTION 6: BENCHMARKS & REPORTING**

### **6.1 Financial & Narrative Reports**

- a. Grantee agrees to fulfill all reporting requirements according to the instructions and schedule described in Exhibit B, attached hereto and made a part of this Agreement.
- b. Grantee agrees to provide the BCBSLAF with copies of any reports as defined in Exhibit B, attached hereto and made a part of this Agreement, within ten days following written request by the BCBSLAF.

### **6.2 Project Benchmarks**

- a. Grantee agrees to comply with full and complete written benchmarks according to the instructions and schedule described in Exhibit D, attached hereto and made a part of this Agreement.



### **6.3 Release of External Reports**

- a. Any studies, reports, videos, or other deliverables derived from or related to the Project must be shared with and approved in writing by the BCBSLAF prior to any release to the public.
- b. The BCBSLAF reserves the right to preview any deliverables associated with the Project.

### **6.4 Copyrights & Patents**

- a. If reports, books, articles, software, videos, or other material resulting from the Project are copyrighted by Grantee or by the author, in accordance with the policies of Grantee, the BCBSLAF reserves the royalty-free license to use such material.
- b. For Projects involving the possibility of patents, Grantee should submit a written request to the BCBSLAF for further information.

### **6.5 Reporting Project Changes**

- a. Grantee will provide written notification to the BCBSLAF within ten days following any changes pertaining to the Project Manager, including, but not limited to, name, mailing address, email address, telephone numbers, fax numbers, and any other pertinent contact information.
- b. Any changes to the Project, whether or not there is an associated budget revision, will require prior written approval of the BCBSLAF.

## **SECTION 7: PROJECT EVALUATION**

### **7.1 Project Evaluation**

- a. Grantee agrees to comply fully with an external evaluator identified by and contracted through the BCBSLAF.
- b. Data collection activities are the responsibility of Grantee in partnership with the external evaluator.
- c. The BCBSLAF's support of the Project does not constitute approval of any survey design, questionnaire content, or data collection procedures.
- d. Grantee shall not represent to respondents that such data, data collection plans, or data collection instruments are being used or collected for or in association with the BCBSLAF without the specific prior written approval of the BCBSLAF.

## **SECTION 8: MISCELLANEOUS**

### **8.1 Governing Law**

- a. The Agreement shall be governed by the laws of the state of Louisiana.
- b. Exclusive venue for any disputes related to this Agreement or Project shall be in the 19th Judicial



District Court, Parish of East Baton Rouge, state of Louisiana.

## **8.2 Assignments**

- a. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by Grantee without the prior written consent of the BCBSLAF.

## **8.3 Notification of Legal Action**

- a. Grantee will advise the BCBSLAF in writing and within ten days of matters regarding potential legal actions involving Grantee, the Project, or this Agreement.

## **8.4 Indemnification**

- a. Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully protect, defend, indemnify, save, and hold harmless the BCBSLAF, its officers, trustees, employees, servants, subcontractors, agents, and volunteers from any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities of every name and description relating to personal injury, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Grantee, its agents, employees, partners, or subcontractors.
- b. Grantee agrees to defend and hold harmless the BCBSLAF and its officers, trustees, employees, servants, subcontractors, agents, and volunteers from and against any demands, claims, actions, suits, losses, damages (including property damage and bodily injury), arbitration, legal proceedings, judgments, settlements, or costs or expenses (including attorney's fees and expenses) arising out of or in any way relating to personal injury, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Grantee, its agents, employees, partners, or subcontractors.

## **8.5 Non-Waiver**

- a. Grantee may not waive any term, covenant, or condition of this Agreement unless prior written permission is given by the BCBSLAF or by amendment executed in compliance with this provision.
- b. The failure or omission by either party at any time to enforce or require strict or timely compliance to any provision of this Agreement shall not affect or impair that provision or any other provision in any way or the rights of such party hereof, to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision.

## **8.6 Severability**

- a. If any term or condition of this Agreement or the application thereof is held illegal, void, unenforceable, or invalid, the remaining provisions shall remain in force and effect, unless the





severance of that provision substantially deprives a party of the benefit.

### **8.7 Enforcement**

- a. All parties to this Agreement are literate in the English language, have read this Agreement in full, agree to be bound to its terms and have had ample opportunity to consult with an attorney on its terms prior to signing it.
- b. Grantee herein agrees to pay all attorneys' fees, both for inside and outside counsel, court costs, legal expenses, all collection fees, and any costs associated with the BCBSLAF having to seek enforcement of this Agreement.

### **8.8 Third-Party Beneficiaries**

- a. There shall be no third-party beneficiaries to this Agreement.

### **8.9 Entire Agreement**

- a. This Agreement and its Exhibits represent the entire Agreement between the parties and supersede all prior negotiations, understandings, and agreements, written or oral, relating to the Project.
- b. In the event of a conflict between the language of this Agreement and its Exhibits, the language in the body of this Agreement shall prevail over the language in the Exhibits.

### **8.10 Notice**

- a. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given upon receipt following delivery by: (i) a nationally reputable overnight carrier or hand delivery; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To Grantee: Attention: Tommy Eschete or Sarah Arceneaux, 310 West 2nd Street P.O. Box 5418, Thibodaux, LA 70302

To the BCBSLAF: Attention: Chloe Wiley or Tanja Foil, P.O. Box 98022, Baton Rouge, LA 70898-9022

- b. At any time, either party may change its addressee and/or address for notification purposes by providing written notice stating the change and setting forth the new address.

### **Signatures**

THUS DONE AND SIGNED on the date(s) noted below:

### **City of Thibodaux**

By: \_\_\_\_\_



**Louisiana**  
FOUNDATION

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Blue Cross and Blue Shield of Louisiana Foundation**

**By:** \_\_\_\_\_

**Printed Name:** Adam Short

**Title:** CFO

**Date:** \_\_\_\_\_

**Blue Cross and Blue Shield of Louisiana Foundation**

**By:** \_\_\_\_\_

**Printed Name:** Michael Tipton

**Title:** President

**Date:** \_\_\_\_\_

**EXHIBIT A****City of Thibodaux****Project Title:** Menard Ped Bike Trail**Request Amount:** \$300,000.00**Submitted:** 03/18/2021**Coding**

<b>Age Group(s):</b> All Ages	<b>Region:</b> Bayou Region
<b>Ethnicity:</b> All Ethnicities	<b>Priority:</b> General Population
<b>Gender:</b> Both Males & Females	<b>Program area:</b> Civic & Community

**Narrative**

**Proposal Summary:** The City of Thibodaux's (COT) solution to the community's needs would be to focus on making the City more walkable for pedestrians as well as travelable for cyclists to connect to current trails in the City, ensure the safety of all travelers, and promote alternative forms of active transportation and exercise to the community. To accomplish this goal, the COT is proposing the Menard Ped. Bike Trail that will connect students at Nicholls State University, as well as residents of the City, to Historic Downtown Thibodaux and current trails throughout the City. Through the City evaluating the needs of the community and meeting with the President of the university and surveyors studying the area, the Menard Ped. Bike Trail will help meet the City's goals by creating a designated, shared trail for both pedestrians and cyclists use and upgrade additional trails in the area as well. The proposed project will be in the center of one of the busiest and fastest growing areas in the Thibodaux community and a missing link to the COT's connectivity to many other trails in the area. The Menard Ped. Bike Trail will connect to an additional 11.5 miles of shared trails in Thibodaux.

**Need:** By constructing the 1.07 mile Menard Ped. Bike Trail will allow both pedestrians and cyclists to travel as well as exercise safely in a growing, busy community. The proposed trail is the missing link in connecting all the additional trails in the City to make it more travelable for the community to access local businesses, health care providers, recreation, education, cultural centers, events, and basic everyday needs. Since the trail connects to Nicholls State University, many students will be taking advantage of the trail to connect to all the reasons previously listed due to some not having access to a vehicle. Also, the current sidewalks, though outdated and in need of repair, are used by many people in the community to exercise and travel to work or school, either to attend the university as well as elementary and high schools. By constructing a safer, multi-use trail, adults and students can travel with ease to work or school and possibly bike too. With assistance from the BCBSLA Foundation, we believe this project can solve the immediate need in our City to connect both residents as well as visitors to different parts of our community by utilizing an alternative form of active transportation.

**Team:** The Menard Ped. Bike Trail project is being led by the City of Thibodaux. The City of Thibodaux is dedicated to becoming a leader in active transportation in the area by providing a facility to safely accommodate active, health transportation throughout the City. Also, the City of Thibodaux is working



closely with Nicholls State University and Duplantis Design Group to implement this project.

\_\_City of Thibodaux\_\_

Tommy Eschete

Mayor

Full Time

Sarah Arceneaux

Grants & Economic Development Director

Full Time

James Lucas

Public Works Director

Full Time

Kevin Clement

Parks & Recreation Director

Full Time

\_\_Nicholls State University\_\_

Dr. Jay Clune

President

10% of time dedicated to project

Terry Braud

Vice President for Finance & Administration

5% of time dedicated to project

\_\_Duplantis Design Group\_\_

Matt Rodrigue

Project Engineer

25% of time dedicated to project

Heather Klingman

Senior Project Manager

15% of time dedicated to project

Chet Bourgeois

Draftsman

10% of time dedicated to project

**Community Partners and Other Collaborators:**



The City of Thibodaux is partnering with Nicholls State University for the Menard Ped. Bike Trail project, which will be a major addition to the campus. Currently, students and staff, as well as residents in the area, have expressed an interest in a more active and healthy mode of transportation to get around the City of Thibodaux and to access Historic Downtown Thibodaux. Nicholls State University is currently working on ways to incorporate the shared trail into university programs. The Menard Ped. Bike Trail project has been presented to LSU Ag's Live Healthy Thibodaux workgroup on numerous occasions and has gained the organizations support. The FHWA Louisiana Recreational Trails Program has committed funding in a \$80,000 grant for this project to go towards contractor services and the Lorio Foundation (a local foundation in Thibodaux) has committed \$200,000 towards the project as well. The City of Thibodaux has already invested approximately \$20,000 in design, engineering, inspections, testing, and/or GPS mapping for the project. The City of Thibodaux is committed to matching the requested grant amount from the BCBS LA Foundation at \$300,000, which will come from their Capital Projects budget.

**Total Served:** 46,500

**Use of Funds:** A contribution of \$300,000 from the BCBS LA Foundation will assist the City in obtaining the remaining funding needed to complete this project. The BCBS LA Foundation's investment will be used for general contractor services, which can include concrete construction for the shared trail, the removal and replacement of the concrete within and outside of work path, handicap curb ramps, drainage work, signage and striping.

**Sustainability Plan:** In order to maintain long-term sustainability for the Menard Ped. Bike Trail, the City of Thibodaux will budget and perform routine maintenance at the facility by the Parks and Recreation Department. Also, periodic repairs to the facility will be completed as necessary by the City of Thibodaux's Public Works Department.

**Project Budget:**  
**Revenue**





**Louisiana**  
FOUNDATION

	<b>Amount</b>
<b>Foundation Grants</b>	\$500,000.00
<b>Corporate Contributions</b>	\$0.00
<b>Government</b>	\$0.00
<b>Individual</b>	\$0.00
<b>Membership</b>	\$0.00
<b>Earned Income</b>	\$0.00
<b>In-Kind</b>	\$0.00
<b>Endowment</b>	\$0.00
<b>Miscellaneous</b>	\$0.00
<b>Other Revenue</b>	<b>\$399,762.65</b>
	\$899,762.65

#### Other Revenue

<b>Other Description</b>	<b>Amount</b>
FHWA Recreational Trails Program	\$80,000.00
City of Thibodaux - Capital Projects Funds	\$319,762.65
	<b>\$399,762.65</b>

#### Expenses



**Louisiana**  
FOUNDATION

	<b>Amount</b>
<b>Staff Salaries and Wages</b>	\$0.00
<b>Fringe Benefits</b>	\$0.00
<b>Equipment, Supplies and Materials</b>	\$0.00
<b>Printing and Copying</b>	\$0.00
<b>Telecommunications</b>	\$0.00
<b>Travel and Meetings</b>	\$0.00
<b>Marketing and Advertising</b>	\$0.00
<b>Staff and Volunteer Training</b>	\$0.00
<b>Contract Services</b>	\$899,762.65
<b>Food/Beverage</b>	\$0.00
<b>Indirect Costs</b>	\$0.00
<b>Miscellaneous</b>	\$0.00
<b>Other Expenses</b>	\$0.00
	<b>\$899,762.65</b>

#### Other Expenses

<b>Other Description</b>	<b>Amount</b>
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## **EXHIBIT B**

### **REPORTING REQUIREMENTS & SCHEDULE**

#### **Reporting Requirements**

The following reports and updates are due to the BCBSLAF on or before the Due Dates indicated in the Reporting Schedule indicated in this Exhibit.

**Conference Call:** Grantee agrees to set up and participate in a 30-minute Conference Call with the BCBSLAF within 90 days following the Project Start Date.

**Interim Report:** Grantee agrees to submit an Interim Report every six months following the Project Start Date. The Interim Report shall be submitted via the website: <https://bcbsla.smartsimple.com/>.

**Site Visit:** Unless "Blank" in the Site Visit Due Date section of the Reporting Schedule, Grantee agrees to schedule and host the BCBSLAF for a Site Visit within nine months following the Project Start Date.

**Final Report:** Grantee agrees to submit a final report at the end of the Grant Period. The Final Report shall be submitted via the website: <https://bcbsla.smartsimple.com/>.

#### **Reporting Schedule**

Conference Call Due Dates:	09/01/2021 09/01/2022
Interim Report Due Dates:	12/01/2021 06/01/2022 12/01/2022
Site Visit Due Dates:	03/01/2022 03/01/2023
Final Report Due Date:	06/01/2023



**EXHIBIT C**  
**Payment Schedule**

The BCBSLA's successive payments of Funds to Grantee are contingent upon Grantee successfully meeting Benchmarks outlined in Exhibit D.

The below payment schedule assumes that Grantee successfully meets all Benchmarks outlined in Exhibit D.

**Payment Dates:**

1	\$250,000.00	06/15/2021
2	\$25,000.00	06/15/2022
3	\$25,000.00	06/15/2023



## **EXHIBIT D**

### **Project Benchmarks & Goals**

#### **Overall Goal(s)**

- ▼ Goal 1: Expand Active Transportation within the City of Thibodaux
- ▼ Goal 2: Increase the Use of Active Transportation within the City of Thibodaux
- ▼ Goal 3: Improve Health Throughout the Community

#### **Year 1 Benchmarks**

2021-2022

1. Begin construction on the 1.07 miles Menard Pedestrian and Bicycle Trail
2. Partner with BCBSLAF on data collection plans for trail usage and community health improvements
3. Complete plans for trail signage, promotion, and programming

#### **Year 2 Benchmarks**

2022-2023

1. Continue and finalize construction for the 1.07 miles Menard Pedestrian and Bicycle Trail
2. Partner with BCBSLAF on data collection plans for trail usage and community health improvements
3. Programming promotion and community outreach initiated to ensure usage and engagement from community

#### **Year 3 Benchmarks**

2023 (note grant is 2.5 years)

1. Ribbon cutting for Menard Pedestrian and Bicycle Trail hosted and programming launched to community
2. Data collection process initiated and usage data reported on a quarterly basis
3. Increase the % of population that lives within .5 miles of the new active transportation route





June 09 2021

The Honorable Tommy Eschete  
City of Thibodaux  
310 West 2nd Street P.O. Box 5418  
Thibodaux, LA 70302

Dear The Honorable Tommy Eschete,

The Blue Cross and Blue Shield of Louisiana Foundation is pleased to provide a grant to your organization for \$300,000.00 for use consistent with the Project and subject to terms set forth in the Agreement. To ensure that we are in compliance with federal tax guidelines for any contribution of \$250 or more, we are required to have written acknowledgment from the recipient organization.

1. Tax ID number: **726001396**
2. Is your organization considered a charitable 501(c)(3) corporation? **No Government agency**
3. Will your organization provide any goods or services to Blue Cross and Blue Shield of Louisiana in consideration for the contribution? **No**
4. If yes, please give a description and good-faith estimate of the value of goods or services to be provided.  
Description:  
Value:
5. Completed By: **Sarah Arceneaux**  
Title: **Director of Economic Development and Grants**

Thank you for your cooperation.

Sincerely,

Tanja V. Foil  
Foundation Initiatives Coordinator  
Blue Cross and Blue Shield of Louisiana Foundation

5525 Reitz Avenue | Baton Rouge, Louisiana 70809  
P.O. Box 98022 | Baton Rouge, Louisiana 70898-9022  
(225) 298-7979 | Fax (225) 298-3175

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

**Print or type.**

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>City of Thibodaux</b></p>		<p>2 Business name/disregarded entity name, if different from above</p>	
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC         <input type="checkbox"/> C Corporation         <input type="checkbox"/> S Corporation         <input type="checkbox"/> Partnership         <input type="checkbox"/> Trust/estate       </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____       </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ► _____</p> <p style="text-align: center;"><b>Municipality</b></p>		<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <b>3</b></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p>	
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>PO Box 5418</b></p> <p>6 City, state, and ZIP code</p> <p><b>Thibodaux, LA 70302</b></p>		<p>7 List account number(s) here (optional)</p>	

<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>
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Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

--	--	--	--	--	--	--	--	--	--

or

**Employer identification number**

7	2		6	0	0	1	3	9	6
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**

Signature of  
U.S. person

Date ▶ 5/14/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## Certificate Of Completion

Envelope Id: 01791C8537AB4DD184F07E6BFA1AABA9

Status: Sent

Subject: 2021-1834 Agreement

Source Envelope:

Document Pages: 20

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Karen Bolles

AutoNav: Enabled

karen.bolles@bcbsla.com

EnvelopeId Stamping: Enabled

IP Address: 34.197.142.38

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Karen Bolles

Location: DocuSign

6/9/2021 3:02:11 PM

karen.bolles@bcbsla.com

## Signer Events

## Signature

## Timestamp

Tommy Eschete

teschete@ci.thibodaux.la.us

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 6/9/2021 3:09:50 PM

ID: a2c98031-5749-4e77-8c17-4450125625eb

Michael Tipton

michael.tipton@bcbsla.com

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 6/8/2021 12:24:47 PM

ID: 4692f602-437f-442a-9151-41347a480966

Adam Short

adam.short@bcbsla.com

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 6/9/2021 10:42:38 AM

ID: 0c186d29-cea1-4cd6-a2ca-45c6f7dee0b3

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

6/9/2021 3:02:13 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Blue Cross Blue Shield of Louisiana - Community Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Blue Cross Blue Shield of Louisiana - Community Relations:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [karen.bolles@bcbsla.com](mailto:karen.bolles@bcbsla.com)

#### **To advise Blue Cross Blue Shield of Louisiana - Community Relations of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [karen.bolles@bcbsla.com](mailto:karen.bolles@bcbsla.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Blue Cross Blue Shield of Louisiana - Community Relations**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [karen.bolles@bcbsla.com](mailto:karen.bolles@bcbsla.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Blue Cross Blue Shield of Louisiana - Community Relations**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to karen.bolles@bcbsla.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Blue Cross Blue Shield of Louisiana - Community Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Blue Cross Blue Shield of Louisiana - Community Relations during the course of your relationship with Blue Cross Blue Shield of Louisiana - Community Relations.