

STATE OF LOUISIANA

PARISH OF LAFOURCHE

ACT OF DONATION

BE IT KNOWN, that on this day came and appeared the following, collectively referred to “Parties”:

Parish of Lafourche, agency of the State of Louisiana and City of Thibodaux who did state as follows:

Parish of Lafourche does hereby donate, transfer, and deliver unto City of Thibodaux:

- One (1) Starlink Flat High-Performance Terminal, Serial # HPCP209407300201
- One (1) Wedge Mount

City of Thibodaux assumes ownership of the equipment donated herein. City of Thibodaux is responsible for maintaining equipment and shall be accountable for all equipment for audit purposes.

City of Thibodaux accepts the donation of equipment herein, in accordance with LA R.S. 38:2319.21, from Parish of Lafourche. When this equipment is no longer useful, City of Thibodaux shall dispose of such equipment in accordance with state laws, regulations and procedures.

THUS DONE AND SIGNED on this _____ day of _____, 2024, at _____, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES:

Parish of Lafourche

Print _____

Archie P. Chaisson, III
Parish President

Print _____

Notary

THUS DONE AND SIGNED on this _____ day of _____, 2024, at _____, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES

City of Thibodaux

Print _____

Kevin Clement
Mayor

Print _____

Notary

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
CITY OF THIBODAUX
AND
PARISH OF LAFOURCHE**

This agreement is entered into on the dates set forth herein by and between:

CITY OF THIBODAUX, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 5418, Thibodaux, LA 70302, herein represented by Kevin Clement, Mayor; and

PARISH OF LAFOURCHE, a political subdivision of the State of Louisiana, whose mailing address is P.O. Drawer 5548, Thibodaux, LA 70302, herein represented by Archie Chaisson, III, Parish President; and

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, City of Thibodaux is a constitutionally and statutorily created public office whose primary purpose is public safety; and

WHEREAS, Parish of Lafourche is a constitutionally and statutorily created local political body of the State of Louisiana with the constitutional and statutorily created authority to contract, including entering into intergovernmental agreements; and

WHEREAS, Parish of Lafourche purchased Starlink equipment to be used for communication purposes in emergency situations; and

WHEREAS, La. R.S. 38:2319.21 authorizes the donation of equipment among public agencies who have public safety duties; and

WHEREAS, the City of Thibodaux and Parish of Lafourche desire that this Cooperative Endeavor Agreement be formed by and between themselves as a demonstration of their common interest; and

WHEREAS, the City of Thibodaux and Parish of Lafourche have a reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the transfer of equipment described herein is not a gratuitous donation; and

NOW, THEREFORE, BE IT AGREED by and between the City of Thibodaux and Parish of Lafourche that:

- The following equipment will be donated from Parish of Lafourche for use by City of Thibodaux:
 - One (1) Starlink Flat High-Performance Terminal
Serial # HPCP209407300201
 - One (1) Wedge Mount
- Parish of Lafourche agrees to donate said equipment.
- City of Thibodaux accepts the aforementioned equipment and agrees to utilize said equipment solely for their described purposes.
- City of Thibodaux shall assume ownership of the equipment and further shall assume all risk and responsibility for said equipment upon taking possession.
- Said equipment will be primarily housed and primarily used by the City of Thibodaux.
- When this equipment is no longer useful, City of Thibodaux shall dispose of such equipment in accordance with state laws, regulations and procedures.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in multiple original by their respective corporate officers thereunto duly authorized on this, the ____ day of _____, 2024.

WITNESSES:

CITY OF THIBODAux

BY: _____
KEVIN CLEMENT
MAYOR

WITNESSES:

PARISH OF LAFOURCHE

BY: _____
ARCHIE CHAISSON, III
PARISH PRESIDENT