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A PROFESSIONAL LAW CORPORATION  
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**106 S. Magnolia St.**  
**Hammond, LA 70403**

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(985) 345-6333

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(985) 345-6247

April 12, 2024

HAND CARRIED

Andre Coudrain  
City Attorney  
City of Hammond  
106 South Magnolia Street  
Hammond, LA 70403

RE: Cooperative Endeavor Agreement with  
Hammond-Tangipahoa Home Mortgage Authority  
Hammond Downtown Event Pavilion

Dear Andre:

I submit the Cooperative Endeavor Agreement between the Authority and the City of Hammond to fund the construction costs and soft costs for a downtown pavilion in the southern half of the parking mall contiguous to the West Hanson Street crossing. A copy of a rendering is attached. I am afraid it is not in color but I can get color copies for you if you believe they are needed.

This Agreement is approved, in form and substance, by the membership of the Authority and I attach a Resolution which will be adopted at its meeting on Wednesday, April 17.

With that in mind, I was hoping you might be able to devote time to this CEA early next week to measure a general agreement on this matter. When I meet with the Authority on Wednesday night I will have approval for Mr. Dameron to execute the CEA in its final format.

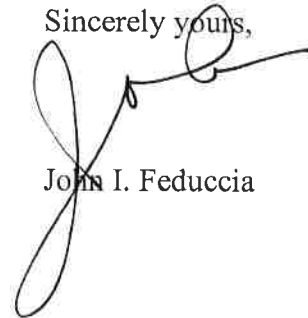
If any of the City Council Members or the Mayor or his representative have any questions I want you to know, Mr. Dameron, Mr. Gasaway and Members of the Authority are available to answer those questions to have this matter expedited. The Authority is hopeful that this project can be commenced and completed within the calendar year 2024.

Page 2  
April 12, 2024  
CEA/City of Hammond  
Hammond-Tangipahoa Home Mortgage Authority

Again, if you have any questions that I cannot answer, Members of the Authority are available.

Looking forward to hearing from you, I remain,

Sincerely yours,

A handwritten signature in black ink, appearing to read "John I. Feduccia". The signature is stylized with a large loop on the left side and a horizontal line extending to the right.

John I. Feduccia

JF/cph  
Attachments  
cc: Stan Dameron, Chairman  
Members of the Hammond-Tangipahoa  
Home Mortgage Authority

JOHN I. FEDUCCIA, APLC

Cooperative Endeavor Agreement By and Between  
Hammond-Tangipahoa Home Mortgage Authority  
and The City of Hammond, Louisiana

DISCUSSION DRAFT 4/12

6 pages

**THIS AGREEMENT** is made and entered into and effective (the “**Effective Date**”) upon execution by the parties hereto, by and between **Hammond-Tangipahoa Home Mortgage Authority**, represented by **Stanley M. Dameron, Chairperson**, duly authorized by the membership of its governing Authority, and pursuant to a Resolution duly adopted by the Authority, hereinafter referred to as the (“**Authority**”); and

The **City of Hammond**, a political subdivision of the State of Louisiana, with a mailing address of Post Office Box 2788, Hammond, Louisiana 70404 represented herein by **Pete Panepinto, Mayor** of the **City of Hammond** (referred to hereinafter as the “**City**”), who agrees as follows:

**WITNESSETH:**

**WHEREAS**, the Hammond-Tangipahoa Home Mortgage Authority (“**Authority**”) is a Public Trust and Public Corporation created, organized and existing pursuant to the provisions of Chapter 2-A of Title 9 of the Louisiana Revised Statute of 1950, as amended (La. R.S. 9:2341, *et seq.*), and having its principal place of business in the **City of Hammond**, Louisiana represented herein by its duly undersigned and authorized officer; and

**WHEREAS**, The **Authority** was created to provide funds for the furtherance and accomplishment of authorized public functions or purposes of the State or any municipality, political or governmental subdivision or any other governmental unit in the state in real or personal property, or either of them, for specific purposes set forth in La. R.S.: 9:2341(B)(1)(I), to provide funds for the furtherance and accomplishment of public functions including cultural and civic facilities, services and activities for the benefit of the **City of Hammond**, Louisiana; and

**WHEREAS**, the **Authority**, created as a **Public Trust** pursuant to La. R.S. 9:2341, *et seq.* (the “**Louisiana Public Trust Law**”) entered into Trust Indenture on February 20, 1979 and on June 1, 2006, which are incorporated herein, *in extenso*, by reference for the use and benefit of the **City of Hammond**, Louisiana and to hold, in trust, a Trust Estate including money and funds on deposit presently in the hands of the Trust and dedicated for the purposes set forth in La. R.S. 9:2341 (B)(1)(I), which Trust is governed and administered presently by the **Authority**, pursuant to that certain Act of Release of Indenture of Trust and Assignment of Trust Estate dated April 19, 2016, which Act assigned and delivered to the **Authority** all cash, securities and other property comprising the Trust Estate; and

**WHEREAS**, pursuant to the Trust Indenture dated February 20, 1979, the Trust Estate consists of all funds and property, including, but not limited to, money coming into the possession of the Trustees of said Trust in whatsoever manner pursuant to or in furtherance of the provisions of the Trust Indenture, *in extenso*; and

**WHEREAS**, the **Public Trust** created by the **Authority** pursuant to the Louisiana Public Trust Law, has as its beneficiary the **City of Hammond** (“**City**”); and

**WHEREAS**, the **Authority** has determined that a substantial portion of the remaining Trust Estate of the Trust is best used to fund the construction of a permanent facility for public functions in the **City of Hammond**, Louisiana including cultural and civic facilities, services and activities which function shall be for the benefit of the citizens and the **City of Hammond**, Louisiana in the nature of a multi-function pavilion within the **City of Hammond** to be known as the “**Hammond Downtown Event Pavilion**” on lands owned by the **City of Hammond** generally described as being the southern half of a public parking mall bounded on the west by the

**Cooperative Endeavor Agreement By and Between  
Hammond-Tangipahoa Home Mortgage Authority  
and The City of Hammond, Louisiana**

right of way line of Southwest Railroad Avenue and on the east by the property line adjacent to the Canadian National Railroad and extending southerly into and encompassing the extension of the parking mall into the East Hanson Street (abandoned) crossing; and

**WHEREAS**, the **Authority** has commissioned Tom Pistorius, Architect (referred to sometimes hereinafter as "**Architect**") of Pistorius Associates, LLC to develop the plans and specifications for the construction of the **Hammond Downtown Event Pavilion** on the public lands of the **City of Hammond** at said location, which plans and specifications are incorporated herein, *in extenso*, by reference; and

**WHEREAS**, The **Authority** is authorized to contract with the **City of Hammond**, Louisiana as beneficiary for the construction of the **Hammond Downtown Event Pavilion** on the public lands within the corporate limits of the **City of Hammond** and situated at as set forth herein; and

**WHEREAS**, the **Authority** and the **City of Hammond** are authorized to make, and/or to perform contracts of every kind, including Cooperative Endeavor Agreements pursuant to La. R.S. 33:7633 and to do all of the acts it judges are necessary and desired for the benefit of the **City of Hammond** and the citizens of Hammond, Louisiana the **Authority** and is thus further authorized to expend from the Trust Estate all costs and expenses of administering the Trust; and further recognizing that the **City of Hammond**, as beneficiary, shall be entitled solely to the benefits of this Trust and Trust Estate as administered by the Trustees; and

**WHEREAS**, as Article VII, Section 14 (B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of its citizens; and

**WHEREAS**, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the state and its political subdivisions or political corporations may engage in Cooperative Endeavors with each other, or with any public or private entity, including other political subdivisions of the State of Louisiana; and

**WHEREAS**, the **Authority** is a statutorily created public corporation with constitutional and statutory authority to contract, including the authority to enter into Cooperative Endeavor Agreements; and

**WHEREAS**, the **City of Hammond**, a municipality situated in the Parish of Tangipahoa, Louisiana is the owner of the parking lot situated as described herein, and desires to construct at said location a **Hammond Downtown Event Pavilion** on said public land for the use and benefit of the **City of Hammond** and its citizens and guests; and

**WHEREAS**, on the finding of the **Authority** that the **City of Hammond**, as beneficiary of the Public Trust, will benefit from the construction of the **Hammond Downtown Event Pavilion** and further that the cost of construction of said **Hammond Downtown Event Pavilion** is an expense that can be borne by the **Authority** which conforms to the purposes of the public Trust created pursuant to La. R.S. 9:2341, *et seq.*; and

**WHEREAS**, the **Authority** agrees to defray a substantial portion, if not the entire cost, of the construction of the **Hammond Downtown Event Pavilion** at the location described from the Trust funds and property presently in the hands of the Trust; and

**Cooperative Endeavor Agreement By and Between  
Hammond-Tangipahoa Home Mortgage Authority  
and The City of Hammond, Louisiana**

**WHEREAS**, the **City of Hammond** desires to receive, as beneficiary, the Trust Estate funds presently in the hands of the Trust for the specific purpose of construction of the **Hammond Downtown Event Pavilion** as described; and

**WHEREAS**, the **Authority** and the **City** wish to enter into a Cooperative Endeavor Agreement with each other for the **Authority** to financially assist the **City of Hammond** by utilizing the Trust Estate funds to construct the **Hammond Downtown Event Pavilion**, under the plans and specifications by Pistorius Associates, LLC under the direction of Tom Pistorius, Architect, which plans and specifications are incorporated herein by reference, all in accordance with this Cooperative Endeavor Agreement; and

**WHEREAS**, both the **Authority** and the **City of Hammond** have a reasonable expectation that the expenditure of Trust funds for the construction of said **Hammond Downtown Event Pavilion** will be beneficial to the **City of Hammond** and to the citizens of the **City of Hammond** for many years to come; and

**WHEREAS**, the public purpose of this Cooperative Endeavor Agreement is to provide the benefit of an event facility for the citizens of and the **City of Hammond** for many years; and

**WHEREAS**, a transfer or expenditure of public funds are property under the terms of this Cooperative Endeavor Agreement is not a gratuitous donation; and

**WHEREAS**, the **City of Hammond** and the citizens of the **City** will benefit from the **Hammond Downtown Event Pavilion** situated as described; and

**WHEREAS**, the **Authority** at its monthly meeting on the 17<sup>th</sup> day of April, 2024 determined that a dedication of the Trust Estate funds to the **City of Hammond** for the purposes as expressed in this Cooperative Endeavor Agreement under a public contract to be administered by the **City of Hammond**, comports with the Public Trust's statutory purposes and this dedication of funds is useful, necessary and expedient and convenient to carry out the purposes of the **Authority** and the Public Trust and has authorized its Chairperson to execute this Cooperative Endeavor Agreement; and

**WHEREAS**, the **Authority** agrees to assist the **City of Hammond** to defray the cost of developing, implementing and constructing the **Hammond Downtown Event Pavilion** as described herein; and

**WHEREAS**, the **City of Hammond** agrees that the Trust Estate funds received under the provisions of this Cooperative Endeavor Agreement shall be dedicated to the sole use of constructing the **Hammond Downtown Event Pavilion** in accordance with the plans and specifications by Pistorius Associates, LLC, under the direction of Tom Pistorius, Architect, in the parking mall owned by the **City of Hammond**, which plans and specifications, including location are incorporated herein by reference, *in extenso*, and

**WHEREAS**, the **City of Hammond** further agrees that it will enter into a Public Contract for construction, labor, equipment, materials and/or repairs for the **Hammond Downtown Event Pavilion** pursuant to, and in accordance with the plans and specifications by Pistorius Associates, LLC under the direction of Tom Pistorius, Architect, in full accordance with Public Contract Law, Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; and



**Cooperative Endeavor Agreement By and Between  
Hammond-Tangipahoa Home Mortgage Authority  
and The City of Hammond, Louisiana**

**WHEREAS**, the estimated cost of construction of the **Hammond Downtown Event Pavilion** is the sum of One Million (\$1,000,000.00) Dollars and that the estimated time of construction is four to five months; and

**WHEREAS**, the **Authority** agrees to cover the costs for completion of the construction as well as all finalized architectural and engineering plans, and all legal costs associated with the development and construction of the **Hammond Downtown Event Pavilion** in accordance with the plans and specifications by Pistorius Associates, LLC, under the direction of Tom Pistorius, Architect, which **Pavilion** shall be used for public purposes in the **City of Hammond**; and

**WHEREAS**, the **City of Hammond** agrees to enter into a Public Contract pursuant to Title 38 of the Louisiana Revised Statutes and to seek public bids and a contractor from the submitted bids for the construction of the **Hammond Downtown Event Pavilion** pursuant to the plans and specifications by Pistorius Associates, LLC, under the direction of Tom Pistorius, Architect and agrees that its receipt of the funds from the **Authority** shall be for the sole purpose of payments to the contractor for construction of the **Hammond Downtown Event Pavilion** based upon submission by the General Contractor of AIA Document G702-Application and Certification for Payment provided by the General Contractor and certified by Tom Pistorius, Architect of Pistorius Associates, LLC. The architect will generate progress reports on a bi-weekly schedule to document his observations of construction; and

**WHEREAS**, the **City of Hammond** agrees to enter into a Public Contract pursuant to Title 38 of the Louisiana Revised Statutes as set forth in the above immediately preceding paragraph. The **City of Hammond** further agrees that should the construction of the **Hammond Downtown Event Pavilion** not commence in good faith within **one (1) calendar year** of the **Effective Date** of this **Agreement** (unless extended by mutual consent, in writing) the City of Hammond, and the Authority agree that the terms of this Cooperative Endeavor Agreement shall be considered Terminated, without formality and/or the placing in default of either party.

**WHEREAS**, the **Authority** will continue to maintain Trust Estate Funds in its account and to release funds to the **City of Hammond** under the terms of this Cooperative Endeavor Agreement at such time as Tom Pistorius, Architect has generated from his observations a certification of a Pay Application by the General Contractor pursuant to AIA Form G702-Application and Certification for Payment. Tom Pistorius, Architect shall report his observations of progress for construction of the **Hammond Downtown Event Pavilion** and when certified as approved for payment the funds will be released to the **City of Hammond** for payment to the General Contractor engaged by the **City of Hammond**.

**NOW, THEREFORE**, the **Hammond-Tangipahoa Home Mortgage Authority** and the **City of Hammond**, Louisiana enter into this Cooperative Endeavor Agreement to fund the costs of constructing the **Hammond Downtown Event Pavilion** in accordance with the plans and specifications by Pistorius Associates, LLC, under the direction of Tom Pistorius, Architect, or the use and benefit of the City of Hammond and the citizens, and the parties agree as follows:

**SECTION 1:**

The **Hammond-Tangipahoa Home Mortgage Authority**, by Resolution, finds that the construction of a **Hammond Downtown Event Pavilion** on property owned by the **City of Hammond** are essential goals of the **Authority** is set forth in its enabling legislation and its Public Trust.

**Cooperative Endeavor Agreement By and Between  
Hammond-Tangipahoa Home Mortgage Authority  
and The City of Hammond, Louisiana**

**SECTION 2:**

Finding societal benefits for the citizens and residents of the **City of Hammond** and particularly the use of a public pavilion in Downtown Hammond and which the societal benefits for the citizens of the **City of Hammond** will result from this Cooperative Endeavor Agreement, the **Authority** does hereby agree to dedicate and to utilize a portion of its Public Trust funds up to the sum of One Million (\$1,000,000.00) Dollars to directly underwrite and compensate the **City of Hammond** for the **City of Hammond's** construction of a **Hammond Downtown Event Pavilion** pursuant to the plans and specifications by Pistorius Associates, LLC, under the direction of Tom Pistorius, Architect.

**SECTION 3:**

The **City of Hammond** agrees to advertise for and seek public bids pursuant to Title 38 of the Louisiana Revised Statutes for the construction of the **Hammond Downtown Event Pavilion** in accordance with the plans and specifications by Pistorius Associates, LLC under the direction of Tom Pistorius, Architect, and the successful bidder's contract with the **City of Hammond** shall include a stipulation that the General Contractor shall submit an AIA Form G702-Application and Certification for Payment to Tom Pistorius, Architect and that when the Application for Payment is Certified by Tom Pistorius, Architect, the **Authority** will release the funds to the **City of Hammond** for payment to its General Contractor.

**SECTION 4:**

Commencement of the Construction of the **Hammond Downtown Event Pavilion** in accordance with the plans and specifications of Pistorius Associates, LLC under the direction of Tom Pistorius, Architect, shall commence, in good faith, within **one (1) calendar year** of the **Effective Date** of this **Agreement** (unless extended by mutual agreement, in writing). In furtherance of the foregoing, and in the event that construction does not commence within one (1) calendar year of the Effective Date, this Agreement, and any and all obligations imposed on any of the parties shall be considered Terminated and without further legal effect.

**SECTION 5:**

The Public Trust funds so dedicated to defray the costs of construction of the **Hammond Downtown Event Pavilion** shall be released to the **City of Hammond** upon certification by Tom Pistorius, Architect based upon his observations of the stage of construction on **AIA Form G702-Application**. Tom Pistorius, of Pistorius Associates, LLC, shall be deemed the Lead Architect on behalf of the **City of Hammond** in the construction of the **Hammond Downtown Event Pavilion**.

**SECTION 6:**

The parties acknowledge that the reasonable expectations underlying this Cooperative Endeavor Agreement between the **Authority** and the **City of Hammond** is the benefit to be derived from a fully functioning public event pavilion in Downtown Hammond.

**SECTION 7:**

The parties further agree that they shall execute such other instruments as may be necessary for fulfillment of this Cooperative Endeavor Agreement as the need may arise.

**Cooperative Endeavor Agreement By and Between  
Hammond-Tangipahoa Home Mortgage Authority  
and The City of Hammond, Louisiana**

This Agreement is made and entered into by and between the Hammond-Tangipahoa Home Mortgage Authority by and through its Chairman and by the City of Hammond by and through its elected and serving Mayor before the undersigned competent witnesses and on the date as herein set forth.

The Effective Date of this Agreement shall be the date of last signatory.

**WITNESSES:**

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

**HAMMOND-TANGIPAHOA  
HOME MORTGAGE AUTHORITY**

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

**BY: \_\_\_\_\_  
STAN DAMERON,  
CHAIRPERSON  
DATE: \_\_\_\_\_**

**WITNESSES:**

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

**CITY OF HAMMOND**

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

**BY: \_\_\_\_\_  
PETE PANEPINTO, MAYOR  
DATE: \_\_\_\_\_**

**[NOTHING FOLLOWS]**







JOHN L. FEDUCCIA, AP/IC

DISCUSSION DRAFT 4/12

2 pages

**RESOLUTION  
OF  
THE HAMMOND-TANGIPAHOA HOME  
MORTGAGE AUTHORITY**

**WHEREAS**, a quorum being present at a noticed meeting of the Hammond-Tangipahoa Home Mortgage Authority ("**Authority**") on the \_\_\_ day of \_\_\_\_\_, 202\_\_, the Authority finds that pursuant to La. R.S. 9:2341, *et seq.* (**the Louisiana Public Trust Law**), the **Authority** was created in furtherance of and for accomplishment of authorized public functions or purposes of any governmental subdivision, including, but not limited, to the City of Hammond, Louisiana, a municipality which public functions and purposes include cultural and civic facilities, services and activities; and

**WHEREAS**, the **Authority** further finds that it is authorized to provide funds in furtherance of and accomplishments of said authorized public function; and

**WHEREAS**, the **Authority** further finds that the Public Trust created pursuant to the Louisiana Trust Law is expressly for the use and benefit of the City of Hammond, Louisiana; and

**WHEREAS**, the **Authority** further finds that the Authority is authorized to hold, in Trust, a Trust Estate including money and funds on deposit, now in the possession of the **Authority** and dedicated for the purposes of the beneficiary; and

**WHEREAS**, the **Authority** further finds that pursuant to that certain Act of Release of Indenture of Trust and Assignment of Trust Estate dated April 19, 2016, the Authority was assigned and received all cash, securities and other property comprising the Trust Estate Property; and

**WHEREAS**, the **Authority** finds that the Trust Funds as defined by the Trust Indenture dated February 20, 1979 consists of money in possession of the Authority; and

**WHEREAS**, the **Authority** further finds that a substantial portion of the remaining Trust Estate of the Authority would be best used to fund the construction of a permanent civic facility for public functions in the **City of Hammond**, Louisiana, including cultural and civic facilities which shall be for the benefit of the citizens of and the **City of Hammond**, Louisiana in the nature of a multi-function pavilion in the **City of Hammond** designated for the purposes of this Agreement as the "**Hammond Downtown Event Pavilion**" to be situated on public lands owned by the **City of Hammond** in downtown Hammond; and

**WHEREAS**, the Authority is authorized to contract with the **City of Hammond**, Louisiana as beneficiary for the construction of the **Hammond Downtown Event Pavilion** on public lands for the **City of Hammond** and further authorized to make and to perform contracts of any kind with the **City of Hammond**, including a Cooperative Endeavor Agreement pursuant to La. R.S. 33:7633 and to otherwise perform all acts deemed necessary and desired for the benefit of the **City of Hammond**; and

**WHEREAS**, the **Authority** is a statutory created public corporation with constitutional and statutory authority to contract with the **City of Hammond** in a Cooperative Endeavor Agreement so as to fund the construction of a **Hammond Downtown Event Pavilion** pursuant to and in accordance with the plans and specifications by Pistorius Associates, LLC, under the direction of Tom Pistorius, Architect, and to fund construction costs in the sum of One Million (\$1,000,000.00) Dollars from the Trust Funds; and

**WHEREAS**, by unanimous vote of the **Authority** at its regular meeting on the \_\_\_ day of \_\_\_\_\_, 2024 the **Authority** authorized its Chairman, Stanley M. Dameron, to enter into a Cooperative Endeavor Agreement with the **City of Hammond** as outlined in the Cooperative Endeavor Agreement by and between Hammond-Tangipahoa Home Mortgage Authority and the City of Hammond, Louisiana which is incorporated herein, *in extenso*.

**THEREFORE, BE IT RESOLVED THAT:**

1. Stanley M. Dameron, Chairman of the Hammond-Tangipahoa Home Mortgage Authority be, and he is, authorized to execute the Cooperative Endeavor Agreement by and between the Hammond-Tangipahoa Home Mortgage Authority and the City of Hammond, which is incorporated into this Resolution, *in extenso*, by attachment.

**CERTIFICATE**

**WE HEREBY CERTIFY** that as the Secretary of The Hammond-Tangipahoa Home Mortgage Authority ("**Authority**") and Chairman of the **Authority** at that the above and foregoing Resolution was properly adopted by the Hammond-Tangipahoa Home Mortgage Authority at its duly noticed public meeting called and held in accordance with the laws of the State of Louisiana set forth above \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2024.

**THUS DONE AND SIGNED** by the Hammond-Tangipahoa Home Mortgage Authority on this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Stanley M. Dameron, Chairman**

\_\_\_\_\_  
**Sandra Davis, Secretary**

**[NOTHING FOLLOWS]**