

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 11, 2025

CALENDAR NO. 35,230

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 1 to the Cooperative Endeavor Agreement (“CEA”) between the Mosquito, Termite, & Rodent Control Board and Virginia Polytechnic Institute & State University (“Virginia Tech”) to extend the CEA’s term for three (3) years, to increase the CEA’s compensation, and to modify certain terms and conditions, as more fully set forth in the form attached hereto as Exhibit “A” and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section (14)(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City of New Orleans (“City”), may enter into agreements with each other or with any public or private corporation or individual; and

WHEREAS, pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into agreements with any public or private association, corporation, or individual for activities in support of economic growth or other public purposes; and

WHEREAS, Virginia Tech is a public University in the Commonwealth of Virginia, located at 300 Turner Street Northwest, Suite 4200, Blacksburg, Virginia 24060; and

WHEREAS, The City and Virginia Tech desire to enter into the attached Amendment No. 1 to the CEA relative to the valued public purpose of creating a strong, comprehensive, multi-sectoral Gulf South regional network that combats the effects of inadequate staffing, gaps in mosquito surveillance, and controls core competencies within Mosquito Control Abatement Districts; and

WHEREAS, The City and Virginia Tech desire to enter into this Amendment No. 1 that will extend the term of the CEA for three (3) years, increase the CEA’s compensation, and modify certain terms and conditions, and set forth certain other matters in connection therewith; **NOW THEREFORE**,

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor, on behalf of the City and the Mosquito, Termite, & Rodent Control
3 Board, is hereby authorized to enter into Amendment No. 1 to its CEA with Virginia Polytechnic
4 Institute & State University (“Virginia Tech”), relative to the valued public purpose of creating a
5 strong, comprehensive, multi-sectoral Gulf South regional network that combats the effects of
6 inadequate staffing, gaps in mosquito surveillance, and controls core competencies within
7 Mosquito Control Abatement Districts, to extend the CEA’s term for three (3) years, to increase
8 the CEA’s compensation, and to modify certain terms and conditions, in the form attached hereto
9 as Exhibit “A”.

1 **SECTION 2.** That said Amendment No. 1 is attached hereto as Exhibit “A” and
2 incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

EXHIBIT A

**AMENDMENT NUMBER ONE TO THE
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS
AND
VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY**

[COVER PAGE]

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY

“COORDINATED TRAINING AND EVALUATION OF PROFESSIONALS AND PRE-SERVICE STUDENTS TO ACHIEVE AN INTEGRATED WORKFORCE TO MITIGATE COMMUNITY VECTOR-BORNE DISEASE RISKS IN THE GULF COAST REGION”

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Virginia Polytechnic Institute and State University (“**Virginia Tech**”). The City and Virginia Tech may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of July 1, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, on July 1, 2025, the City and Virginia Tech entered into a Cooperative Endeavor Agreement for the valuable public purpose of creating a strong, comprehensive, multi-sectoral Gulf South regional network that combats the effects of inadequate staffing, gaps in mosquito surveillance, and controls core competencies within Mosquito Control Abatement Districts (the “**Agreement**”); and

WHEREAS, the City and Virginia Tech, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for three (3) years, to increase the Agreement’s compensation, and to modify certain terms and conditions for continuity of services; and

NOW THEREFORE, for good and valuable consideration, the City and Virginia Tech amend the Agreement as follows:

1. Extension. In accordance with Article IV, Section (B) of the Agreement, the term is extended for an additional three (3) years from the Effective Date through June 30, 2028.

2. Maximum Amount Payable. The Parties amend Article III, Section (A) of the Agreement as follows: the maximum amount funded by the City under the Agreement is two hundred forty thousand dollars (**\$240,000.00**). The City will pay Virginia Tech sixty thousand dollars (**\$60,000.00**) per year for funding years two through four. A purchase order will be issued upon the Amendment’s execution by the Parties. Upon receipt from the Centers for Disease Control and Prevention, the City will submit updated Notices of Award to Virginia Tech, outlining the budget allocations for years three through five. Unused funds from the original amount allocated in the Agreement will be allocated and available for the performance of services covered under this Amendment. The City will compensate Virginia Tech for actual work performed, documented, and pre-approved by the City, and the City does not guarantee a maximum amount

to be earned by Virginia Tech. Any unused funds that have not been earned by Virginia Tech prior to the termination or expiration of this Amendment will remain with the City.

3. **Invoices.** The Parties are adding the following language to Article I, Section (B): Quarterly invoices and financial reports shall be due and delivered to the City on or before the 31st day of October for the quarter ending September 30th, the 31st day of January for the quarter ending December 31st, the 30th day of April for the quarter ending March 31st, and the 31st day of July for the quarter ending June 30th. Quarterly invoices and financial reports shall outline the detailed cost information of the use of the CDC Grant funding and Virginia Tech's resources, initiatives, activities, and services actually performed and documented during that quarter in accordance with the budget allocation submitted to the Centers for Disease Control and Prevention Grant Award 5NU50CK000638-02-00 (“**CDC Grant Award**”) herein incorporated as Exhibit “A-1”. Failure to submit quarterly progress and financial reports by the deadlines set herein may lead to delays in payments and/or a reduction in funding. Continual failures to submit quarterly invoices and financial reports and a lack of curative actions by Virginia Tech, after the City's notice, may lead to a termination of the Agreement for cause in accordance with Article IV, Section (D) of the Agreement.

4. **Special Conditions for CDC Non-Research Contracts.** The CDC Grant Award's terms and conditions, the “Special Conditions for CDC Non-Research Contracts,” located at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, and the terms and conditions in the Notice of Funding Opportunity No. CDC-RFA-CK23-0005: Strengthening Training, Evaluations and Partnerships in the Prevention and Control of Vector-Borne Diseases and application, dated March 31, 2024, as may be amended, incorporated into the CDC Grant Award Documents, are expressly incorporated into this Amendment and effective immediately, as the City has indicated that it will or may seek funding from the Centers for Disease Control and Prevention in connection with the work to be performed under this Agreement.

5. **Non-Solicitation Statement.** Virginia Tech has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Virginia Tech has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

8. **Electronic Signature and Delivery.** The Parties agree that a signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a signed copy of this Amendment.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

IN WITNESS WHEREOF, the City and Virginia Tech, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

BY: _____

PRINTED NAME: _____

VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY

BY: _____

PRINTED NAME: _____

FEDERAL TAX I.D.

[EXHIBIT A-1 FOLLOWS ON THE NEXT PAGE]

Name Claudia Riegel Ext. 8-2408
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To authorize the Mayor of the City of New Orleans to enter into an Amendment to

the CEA between Mosquito, Termite, and Rodent Control Board and Virginia Tech University to extend the term of the CEA

for three (3) years with Dr. Rachel Paine, to increase the CEA's compensation, and to modify certain terms and conditions.

- 1. Claudia Riegel John. D. Jones
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. [Signature]
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813