

CONTRACT NUMBER  
(Law Dept use only)

K11-924

<input checked="" type="checkbox"/> Professional Services	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Cooperative Endeavor Agreement	<input type="checkbox"/> Grant
<input type="checkbox"/> Amendment/Extension	<input type="checkbox"/> Other

### CONTRACT CHECK SHEET

72-1136207 1167855  
 TAX ID OR S.S. NUMBER REQUISITION NUMBER/DOCUMENT ID NUMBER

The Brylski Company \$5,000.00  
 CONTRACTOR AMOUNT

To provide media and community relations services  
 SYNOPSIS  
for Council District "E"

12/27/2011 12/27/2012 City Council  
 Beginning Date Ending Date DEPARTMENT

The signatures below indicate that the signers have reviewed this contract for compliance in their various areas of responsibility as prescribed by law and policy.

The department head certifies that this agreement  
 SELECT ONE

- has been through the competitive selection process
- is for \$15,000 or less and therefore exempt
- has been declared an emergency by the Chief Administrative Officer.

[Signature] 12/27/11  
 Department Head Date

[Signature] 12/28/11  
 Chief Administrative Office Date

[Signature] 12/28/11  
 Civil Service Date

[Signature] 12/28/11  
 Finance Department Date

[Signature] 12/29/11  
 Law Department Date

NAME Evelyn Pugh PHONE # 1082  
 ROUTING PERSON

K11-924

1  
2 **AGREEMENT FOR PROFESSIONAL SERVICES**

3 **BETWEEN**

4 **THE CITY COUNCIL OF NEW ORLEANS**

5 **AND**

6 **THE BRYLSKI COMPANY**

7  
8 ~~THIS AGREEMENT~~ made this 27th day of December 2011 by and between the City  
9 Council of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, City Council  
10 President (hereinafter referred to as "the City"), and The Brylski Company (hereinafter referred  
11 to as "Contractor").

12 **WITNESSETH**

13 ~~WHEREAS~~, the City Council desires to engage a private contractor to provide media and  
14 community relations services for Council District E; and

15 ~~WHEREAS~~, The Brylski Company, whose address is 3418 Coliseum Street, New Orleans,  
16 La. 70115 and whose TAX ID # is 72-1136207, is fully qualified to perform the required services,  
17 as evidenced by the resume attached hereto as Exhibit A.

18 The City Council of New Orleans and The Brylski Company, for the consideration and  
19 under the conditions set forth below, do agree as follows:

20 **I. SCOPE OF SERVICES**

21 **A. CONTRACTOR AGREES TO:**

- 22 1. Provide media and community relations services for the office of Council  
23 District E  
24 2. Assist Councilmember and staff with constituent issues.

25 **B. THE CITY COUNCIL AGREES TO:**

- 26 1. Provide office space, access to files and documents, and other equipment  
27 and materials as may be required.  
28 2. Provide contract administration through the City Council Fiscal office.

1           **I.       COMPENSATION:**

- 2           a.       Total compensation under this contract shall not exceed \$5,000.00.
- 3           b.       Services will be billed and paid monthly upon submission of detailed
- 4                       invoices.

5           **II.       EQUAL EMPLOYMENT OPPORTUNITY:**

6           In all hiring or employment made possible by or resulting from this contract there (1)

7           will not be any discrimination against any employee or applicant for employment

8           because of race, color, religion, gender, age, physical or mental disability, national

9           origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable,

10          affirmative action will be taken to ensure that the Contractor's employees are

11          treated during employment without regard to their race, color, religion, gender, age,

12          physical or mental disability, national origin, sexual orientation, creed, culture, or

13          ancestry. This requirement shall apply to, but not be limited to the following:

14          employment, upgrading, demotion, or transfer, recruitment or recruitment

15          advertising; layoff or termination, rates of pay or other forms of compensation, and

16          selection for training, including apprenticeship. All solicitations or advertisements

17          for employees shall state that all qualified applicants will receive consideration for

18          employment without regard to race, color, religion, gender, age, physical or mental

19          disability, national origin, sexual orientation, creed, culture, or ancestry.

20          **III.       ASSIGNABILITY:**

21          The Contractor shall not assign any interest in this contract, and shall not transfer

22          any interest in the same without prior written consent of the City Council of New

23          Orleans.

24          **IV.       CONFLICT OF INTEREST:**

25          In the interest of ensuring that efforts of the Contractor do not conflict with the

26          interest of the City, and in recognition of the Contractor's professional responsibility

27          to the City, the Contractor agrees to decline any offer of employment if its

28          independent professional work on behalf of the City is likely to be adversely affected

29          by the acceptance of such employment. The initial determination of such a

30          possibility rests with the Contractor. It is incumbent upon the Contractor to notify

1 the City and provide full disclosure of the possible effects of such employment on  
2 the Contractor's independent, professional work in behalf of the City. Final decision  
3 on any disputed offers of other employment for the Contractor shall rest with the  
4 City.

5 **V. INDEMNIFICATION:**

6 The Contractor shall indemnify and save harmless the City of New Orleans against  
7 any and all claims, demands, suits, judgments of sums of money to any party  
8 accruing against the City for loss of life or injury or damage to persons or property  
9 growing out of, resulting from, or by reasons of any act omission of the operation of  
10 the Contractor, his agents, servants, or employees while engaged in or about or in  
11 connection with the discharge or performance of the services to be done or  
12 performed by the contractor hereunder, and shall also hold the City harmless from  
13 any and all claims and/or liens for labor, services, or materials furnished to the  
14 Contractor in connection with the performance of his obligation under this  
15 Agreement.

16 **VI. ACKNOWLEDGEMENT OF EXCLUSION OF WORKERS – COMPENSATION**  
17 **COVERAGE:**

18 Contractor herein expressly agrees and acknowledges that he is an independent  
19 Contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and  
20 understood between the parties hereto, in entering into this professional services  
21 contract, that the City of New Orleans shall not be liable to the Contractor for any  
22 benefits or coverages as provided by the Workmen's Compensation Law of the State  
23 of Louisiana and further, under the provisions of R.S. 23:1034 anyone employed by  
24 the Contractor shall not be considered an employee of the City for the purpose of  
25 Workmen's Compensation coverage.

26 **VII. ACKNOWLEDGEMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION**  
27 **COVERAGE:**

28 Contractor herein expressly declares and acknowledges that he is an independent  
29 Contractor, and as such is being hired by the City under this contract of hire as noted

1 and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and  
2 understood between the parties hereto, in entering into this professional services  
3 contract, or contract for hire, and in connection with unemployment compensation  
4 coverage only, that:

5 A. Contractor has been and will be free from any control or direction by the  
6 City over the performance of the services covered by this contract; and

7 B. Service(s) to be performed by Contractor is outside the normal course  
8 and scope of the City's usual business; and

9 C. Contractor has been independently engaged in performing the service(s)  
10 listed herein prior to the date of this contract. Consequently, neither Contractor  
11 nor anyone employed by the Contractor shall be considered an employee of the  
12 City for the purpose of unemployment compensation coverage, the same being  
13 hereby expressly waived and excluded by the parties hereto.

14 I. **CONTRACT STATEMENT:**

15 The Brylski Company has not employed or retained any company or person, other  
16 than a bona fide employee working solely for them, to solicit or secure the subject  
17 contract and they have not paid or agreed to pay any person, other than a bona fide  
18 employee working for the, and fee, commission, percentage, gift or any other  
19 consideration contingent upon or securing a professional services contract.

20 II. **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS:**

21 It is expressly agreed and understood between the parties entering into this  
22 professional services contract that the Contractor, acting as an independent agent,  
23 shall not receive any sick and annual leave benefits from the City of New Orleans.

24 III. **JURISDICTION:**

25 The undersigned contractor does further hereby consent and yield to the jurisdiction  
26 of the State civil Courts of the Parish of Orleans and does hereby formally waive any  
27 pleas of jurisdiction on account of the residence elsewhere of the undersigned  
28 contractor.

1 **IV. DURATION OF AGREEMENT:**

2 This service to be provided under the terms of this agreement shall begin on  
3 December 27, 2011 and shall end December 27, 2012.

4 **V. CANCELLATION:**

5 Either party to this contract may terminate the contract at any time during the term  
6 of the contract by giving the other party written notice of said intention to terminate  
7 at least thirty (30) days before the date of termination.

8 **VI. CONVICTED FELON:**

9 The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of  
10 New Orleans. No Contractor principal, member, or officer has, within the preceding  
11 five years, been convicted of, or pled guilty to, a felony under state or federal  
12 statutes for embezzlement, theft of public funds, bribery, or falsification or  
13 destruction of public records.

14 **VII. NON-SOLICITATION:**

15 The Contractor swears that it has not employed or retained any company or person,  
16 other than a bona fide employee working solely for him, to solicit or secure the  
17 subject contract. The Contractor has not paid or agreed to pay any person, other  
18 than a bona fide employee working for him, any fee, commission, percentage, gift,  
19 or any other consideration contingent upon or resulting from the subject contract.

20 **XVI. INSPECTOR GENERAL COOPERATION:**

21 It is agreed that the contractor or applicant will abide by all provisions of City Code  
22 §2-1120, including but not limited to City Code §2-1120(12), which requires the  
23 contractor to provide the Office of Inspector General with documents and  
24 information as requested. Failure to comply with such requests shall constitute a  
25 material breach of the contract. In signing this contract, the contractor agrees that  
26 it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes  
27 of challenging a subpoena.

28 **XVII. OWNERSHIP INTEREST:**

29 The Contractor shall provide a sworn affidavit listing all persons, natural or artificial,

1 with an ownership interest in the Contractor and stating that no other person holds  
2 an ownership interest in the contractor via a counter letter. For the purposes hereof,  
3 an "ownership interest" shall not be deemed to include ownership of stock in a  
4 publicly traded corporation or ownership of an interest in a mutual fund or trust that  
5 holds an interest in a publicly traded corporation. If the Contractor fails to submit the  
6 required affidavits, the City may, after 30 days' written notice to the prime  
7 Contractor, take such action as may be necessary to cause the suspension of any  
8 further payments until such the required affidavits are submitted.

9 **XVIII. SUBCONTRACTOR REPORTING:**


10 The Contractor shall provide a list of all persons, natural or artificial, who are retained  
11 by the Contractor at the time of the contract's execution and who are expected to  
12 perform work as subcontractors in connection with the Contractor's work for the city.  
13 In regard to any subcontractor proposed to be retained by the Contractor to perform  
14 work on the contract with the city, the Contractor must provide notice to the city  
15 within 30 days of retaining said subcontractor. If the Contractor fails to submit the  
16 required lists and notices, the City may, after 30 days' written notice to the prime  
17 Contractor, take such action as may be necessary to cause the suspension of any  
18 further payments until such the required lists and notices are submitted.

19 For the consideration and under the condition set forth above, Danae Columbus has agreed to  
20 perform the specified services for the City of New Orleans.

21 **IN WITNESS THEREOF:**


22 **ATTEST**

**CITY OF NEW ORLEANS**

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By: Jacquelyn Brechtel Clarkson  
Council President

  
By: Cheron Brylski

**FORM AND LEGALITY APPROVED:**

  
Law Department, City of New Orleans

The Brylski Company  
3418 Coliseum Street  
New Orleans, La. 70115  
TAX ID #:



**Cheron Brylski, Sole Proprietor, The Brylski Company**

*A full service public relations firm for  
government, non-profit and political clients  
in Louisiana*

3418 Coliseum Street  
New Orleans, Louisiana 70115

504.897.6110

[cbrylski@aol.com](mailto:cbrylski@aol.com)

[WWW.BRYLSKICOMPANY.COM](http://WWW.BRYLSKICOMPANY.COM)

cell 504.460.1468

fax 504.897.0778

**BACKGROUND:** Providing service to clients in Louisiana for 25 years

- SUMMARY:**
- Specializing in strategic communications and crisis planning
  - Expert media relations and writing services
  - Alliance development

**A SAMPLING OF RELATED**

- HIGHLIGHTS:**
- Strategist, Louisiana plan to enroll seniors in Medicare Part D through a coordination of state and private resources through the Medicare Rx Access Network; Louisiana has one of the highest enrollments in the nation
  - Strategist, Louisiana SeniorRx/LouisianaAnswers.com/Louisiana Partnership for Prescription Assistance; educated residents to the availability of \$115 million in free medicines after Hurricane Katrina
  - Co-Author, the Louisiana School and District Accountability Plan with Leslie Jacobs
  - Strategist, Louisiana Connections Academy Board application for the state's first K-12 virtual charter school
  - Communications Director, the Eastbank Collaborative of Charter Schools, a 12-school network in Orleans Parish with the state's top performing public schools

**OTHER CAREER EXPERIENCE:**

**Press Secretary to State Treasurer Mary Landrieu, 1987 to 1995**

**Press Secretary to the late Mayor Ernest N. Morial, City of New Orleans,  
1980 to 1989; first woman ever appointed to the chartered position of  
Director, Office of Public Information**

**CURRENTLY**

- DIRECTS:**
- Louisiana Women's Network
  - Louisiana Health Access Network

- EDUCATION:**
- Masters, Political Science (1983), University of New Orleans
  - Bachelors, Journalist/Political Science, Loyola University New Orleans, Magna Cum Laude

**PERSONAL:** Married to Harold F. Baquet





The Honorable Jon D. Johnson  
Councilman, District E  
1300 Perdido Street, 2W  
City Hall  
New Orleans, Louisiana 70112

Cc: Ms. Evelyn Pugh, Chief of Staff, Council Offices

December 27, 2011

#### STATEMENT OF SOLE PROPRIETORSHIP

The Brylski Company is 100 percent owned by Cheron Brylski, a sole proprietor. The Brylski Company is a full-service public relations firm which has worked with political, governmental and non-profit clients in Louisiana for 25 years. Cheron Brylski makes all decisions and commitment for the firm.

This statement is submitted by Cheron Brylski.

# CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction below

Bid/RFP No.: N/A Contracting Department: City Council

TYPE OF BUSINESS: Public Relations EIN: 72-1136207

BUSINESS NAME: The Brylski Company

REAL ESTATE TAX NUMBER:  
614205606

OWNER'S NAME: Cheron Brylski

PERSONAL PROPERTY TAX NUMBER:  
N/A

BUSINESS ADDRESS: 3418 Coliseum St.  
NO LA 70115

MAILING ADDRESS: 3418 Coliseum St.  
NO LA 70115

CONTACT TELEPHONE: (504) 460 1468 or (504) 897-6110

SALES TAX/OCCUPATIONAL LICENSE NUMBER:  
102050924

FAX NUMBER: (504) 897-0778

E-MAIL ADDRESS: cbrylski@aol.com

PRINT NAME: Cheron Brylski TITLE: owner

AUTHORIZED SIGNATURE: [Signature] DATE SIGNED: 12/27/11

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

**BUREAU OF REVENUE (Room 1W15)**

This clearance covers Occupational License and Sales/Use taxes.

**BUREAU OF TREASURY (Room 1W37)**

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS **NOT** DELINQUENT IN ANY TAXES OWED TO THE CITY.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS **NOT** DELINQUENT IN ANY TAXES OWED TO THE CITY.

[Signature] 12/27/11  
COLLECTOR OF REVENUE DATE

[Signature] 12/27/11  
TREASURY CHIEF DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.

[Signature] 12/27/11  
DIRECTOR OF FINANCE DATE