

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 3/8/2016 4:49 PM
Subject: Meeting

Will,

I have a matter that I'd like to spend a few minutes discussing with you face to face and in confidence. Don't think it would take over 15-20 minutes. I can't really go into the subject matter in this message, but I can assure you it will be a productive use of your time.

If you have the time this week I'll make the time to come to your office at your convenience.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 3/14/2016 5:27 PM
Subject: Consulting Contract

Will,

Thanks for meeting with me this afternoon and particularly for your patience in dealing with my reticence in talking about my client.

He is willing and looking forward to meeting with you. He is out of town but expects to be in Shreveport next Wednesday, March 23. Would you have time to meet with us that morning, preferably around 10:00? He could do it earlier that morning if necessary, but I assume later would not work for you because of Mayor Tyler's address to the bar association at noon.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 3/17/2016 8:06 AM
Subject: Re: Consulting Contract

Will,

Can you make yourself available to meet with us next Wednesday? See below.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

> On Mar 14, 2016, at 5:27 PM, Charles Grubb <cgrubb3507@aol.com> wrote:

>

> Will,

>

> Thanks for meeting with me this afternoon and particularly for your patience in dealing with my reticence in talking about my client.

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>

> Charles

>

> Charles C. Grubb

> Attorney at Law

> 400 Travis Street, Suite 1222

> Shreveport, LA 71101

> 318-426-7802

William Bradford - Re: Consulting Contract

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 3/17/2016 5:17 PM
Subject: Re: Consulting Contract

That works for us. See you then.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

On Mar 17, 2016, at 4:56 PM, William Bradford <William.Bradford@shreveportla.gov> wrote:

Yes. 10:00 works. I'll await your confirmation.

William C. Bradford, Jr.
City Attorney
505 Travis Street
Shreveport, Louisiana 71101
Phone: (318) 673-5200
Fax: (318) 673-5230
Email: william.bradford@shreveportla.gov
>>> Charles Grubb <cgrubb3507@aol.com> 3/17/2016 8:06 AM >>>
Will,

Can you make yourself available to meet with us next Wednesday? See below.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

> On Mar 14, 2016, at 5:27 PM, Charles Grubb <cgrubb3507@aol.com> wrote:
>
> Will,
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> Thanks for meeting with me this afternoon and particularly for your patience in dealing
> with my reticence in talking about my client.
>

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 3/31/2016 2:25 PM
Subject: Manchac Consulting Group, Inc.

Will,

At last week's bar lunch I briefly mentioned to you that I thought we may be able to resolve the sharing of information dilemma through appropriate City representatives first signing a non-disclosure agreement (NDA) similar to the common practice in dealing with economic development issues. After thinking about it further and consulting with my client, we are comfortable with that process.

Justin Haydel of Manchac is out of his office all of this week. Unfortunately, I will be out of the country all of next week. If this seems like a reasonable approach to you, I'll prepare an NDA and forward it to you on Monday, April 11. Justin is available to come to Shreveport on either the 12th or 13th, whatever works best for the City, and make a detailed presentation of his findings to date and his recommendations for the City to address his findings.

If that sounds reasonable to you, are you comfortable with setting up a meeting with Mayor Tyler on either of those two dates? If so please do so and let me know the day and time.

By the way I'll be able to check email only sporadically next week. Texting on the number below should be more reliable if the need arises.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 4/5/2016 9:01 AM
Subject: Re: Manchac Consulting Group, Inc.

William,

Hello from Costa Rica. I'm about to be out of contact with the rest of the world for most of the day so thought I'd take this opportunity to follow up and ask if what I suggested last week is acceptable and are we able to meet next Tuesday/Wednesday.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

> On Mar 30, 2016, at 2:08 PM, Charles Grubb <cgrubb3507@aol.com> wrote:

>

> Will,

>

> At last week's bar lunch I briefly mentioned to you that I thought we may be able to resolve the sharing of information dilemma through appropriate City representatives first signing a non-disclosure agreement (NDA) similar to the common practice in dealing with economic development issues. After thinking about it further and consulting with my client, we are comfortable with that process.

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> Charles

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> Charles C. Grubb
> Attorney at Law
> 400 Travis Street, Suite 1222
> Shreveport, LA 71101
> 318-426-7802

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>

> Charles

>

> Charles C. Grubb

> Attorney at Law

> 400 Travis Street, Suite 1222

> Shreveport, LA 71101

> 318-426-7802

William Bradford - Re: Manchac Consulting Group

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 4/12/2016 8:35 AM
Subject: Re: Manchac Consulting Group

That works for us. See you then.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

The contents of this email and its attachments are intended solely for the addressee(s). In addition this e-mail transmission may be confidential and it may be subject to privilege protecting communications between attorneys and their clients. If you are not the named addressee, or if this message has been addressed to you in error, you are directed to not read, disclose, reproduce, distribute, disseminate or otherwise use this transmission. Delivery of this message to any person other than the intended recipient (s) is not intended in any way to waive privilege or confidentiality. If you have received this transmission in error, please alert the sender by reply e-mail.

On Apr 12, 2016, at 8:09 AM, William Bradford <William.Bradford@shreveportla.gov> wrote:

Good morning Charles,

You are never a pest. Next week is much better for me. Let me know if Thursday at 3 works.

Thanks,

William

Sent from my Verizon Wireless 4G LTE DROID

"Charles Grubb <cgrubb3507@aol.com>" <cgrubb3507@aol.com> wrote:

>>> "Charles Grubb " 2016-04-12T08:03:36.266737 >>>
Morning William,

I know this is a Council week and you are probably swamped today but I thought I'd keep you current on Justin Manchac's availability to come to Shreveport from Baton Rouge for his presentation.

Tomorrow is good for him. Thursday is difficult but he will make it work if that is best for you. Friday will not work, but any day next week will.

I hope I'm not making a pest of myself, but as I have previously said I think his information will prove to be very valuable to the City.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

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From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
CC: justin@manchacgroup.com
Date: 5/10/2016 11:25 AM
Subject: Manchac Consulting Group, Inc.

William,

For our meeting you are trying to schedule for the first week of June, Justin & I suggest either June 2 or June 3.

Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

From: Charles Grubb <cgrubb3507@aol.com>
To: William.Bradford@shreveportla.gov
Date: 5/25/2016 4:50 PM
Subject: Manchac Consulting Group, Inc.

William,

Thanks for your time this afternoon. One thing I need to clarify about this afternoon's conversation is that I need to give a little more thought to the mayor not wanting to sign the NDA. Since she is at the top of the pyramid I would feel better if she signed it if we are going to agree to relax the existing provision that everyone who receives the information must first sign. I just have not thought that through yet and did not want to leave you with the impression that I had.

Talk to you next week.

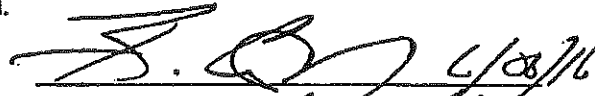
Charles

Charles C. Grubb
Attorney at Law
400 Travis Street, Suite 1222
Shreveport, LA 71101
318-426-7802

Acknowledgment of Non-Disclosure Obligations

I hereby acknowledge that in consideration of my execution hereof representatives of Manchac Consulting Group, Inc., are providing me with Confidential Information previously provided to William Bradford, City Attorney for the City of Shreveport, pursuant to a Non-Disclosure Agreement he signed on behalf of the City of Shreveport on April 21, 2016 (a copy of which is attached hereto). I further acknowledge that the terms of that Non-Disclosure Agreement govern my limitations on the use and/or dissemination of the information I am being provided.

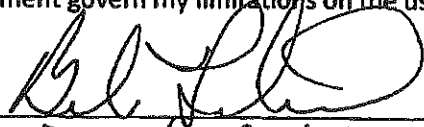
June 8, 2016


Title: CAO - City of Shreveport

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I hereby acknowledge that in consideration of my execution hereof representatives of Manchac Consulting Group, Inc., are providing me with Confidential Information previously provided to William Bradford, City Attorney for the City of Shreveport, pursuant to a Non-Disclosure Agreement he signed on behalf of the City of Shreveport on April 21, 2016 (a copy of which is attached hereto). I further acknowledge that the terms of that Non-Disclosure Agreement govern my limitations on the use and/or dissemination of the information I am being provided.

June 8, 2016



Title: Deputy Mayor and
Source

CHARLES C. GRUBB

Attorney at Law
400 Travis Street, Suite 1222
Telephone (318) 426-7802
FAX: (815) 556-6226

ALSO LICENSED IN COLORADO

email: cgrubb3507@aol.com

July 18, 2016

CONFIDENTIAL INFORMATION

RECEIVED

07-30 12 09 2016 RCVD

Mr. Brian Crawford
Chief Administrative Officer
City of Shreveport
505 Travis Street, Suite 505
Shreveport, LA 71101
Via Email: brian.crawford@shreveportla.gov & US Mail

CITY ATTORNEY'S OFFICE
SHREVEPORT, LA

Mr. William Bradford
City Attorney
City of Shreveport
505 Travis Street
Shreveport, LA 71101
Via Email: william.bradford@shreveportla.gov & US Mail

Re: Manchac Consulting Group, Inc.

Dear Brian & William:

I am going to first confirm and then comment on the information provided to me by William this past Tuesday. Please be aware that the contents of this letter constitute Confidential Information pursuant to the Non-Disclosure Agreement ("NDA") entered into by my client, MANCHAC CONSULTING GROUP, INC. ("MANCHAC") and the CITY OF SHREVEPORT ("CITY") dated April 21, 2016.

William advised that on Friday, July 8 Mayor Tyler met with the two of you and Barbara Featherston to review Manchac's offer to provide information to the City which will result in considerable new revenue to the City. As I appreciate the information William provided, Mayor Tyler is proposing to compensate Manchac for providing this information in several ways although we are unclear as to the extent of this.

The part I believe I understood is that the City would pay Manchac a sum calculated by the City as ten (10%) percent of new revenues the City would have derived had it had Manchac's information for a period beginning February 15, 2015 and running through July 1, 2016 or perhaps 18 months from February 15, 2015 (August 15, 2016). Additionally, Justin Haydel of Manchac and appropriate representatives of the City, including Brian, will meet in the near future to devise an engagement plan whereby the City will engage Manchac on an ongoing basis to oversee certain aspects of the City's

Water and Sewer operations. Of course at this writing we are unclear as to what this entails. Further, William noted that it is the City's hope and expectation that this relationship would be formalized quickly.

It has taken us a few days to respond, largely because Justin had orthopedic surgery last week and was incapacitated for several days after the surgery. Now that he has recovered enough to consider the City's proposal he has authorized me to offer the following comments.

First, we share in the City's sense of urgency in consummating an agreement so the City can take the necessary steps to fix the issues that are causing it to miss out on considerable revenue. My client is disappointed in the City's evaluation of the value of the information that is subject to the previously signed NDA. Manchac's \$1.6 million per year estimate was conservative and did not include the outside of City customers who are billed at double rates. Second, the City's offer would not even cover Manchac's time and expense to date and totally ignores that but for Manchac's discovery of the error the City would continue to lose substantial money for the foreseeable future. According to my client's calculations the City of Shreveport would have lost at a minimum \$18 million over the 10-year time from 2015 when the rates were implemented through 2025.

Based on the City's representation that this was an in-house error each month of loss revenues is gone forever. Using the City's estimate computes to \$83,333 per month, while Manchac's estimate computes to \$134,238 per month. Notably these monthly rates are only averages and do not reflect that a substantial portion of the enhanced revenues occur in the May-September period of hot, dry weather and do not include outside customers. For example, since the time I approached William in March the following four months would have garnered enhanced revenues of \$333,332 to \$536,952 even without adjusting for three of those months being in the high volume season. The 10% offer only equates to approximately 25% of the City's losses since Manchac's initial disclosure.

Of course Manchac is desirous of a long-term relationship with the City and is confident that there is considerable value to services it hopes would be included in any engagement plan. However, it is frankly disappointed in the City's evaluation of the value of the information that is subject to the previously signed NDA. That information will bring considerable value to the City in perpetuity, so Manchac believed and still believes that the terms previously suggested for the release of that information are reasonable and extremely advantageous to the City.

Having said that, and because of Manchac's desire to build a constructive relationship with the City moving forward, it suggests the following:

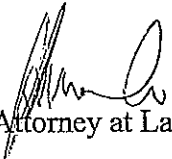
- Manchac will provide the information described as Confidential Information in the NDA for two payments of \$250,000, the first due August 1, 2016 and the second due on March 31, 2017. This is \$1,100,000 less than the NDA stipulates.
- At the same time, Manchac can provide services to the City that will continue to yield enhanced revenues and decreased expenditures. Although we are unclear as

to what the City's proposal consists of we would like to offer the following for your consideration:

1. Manchac and the City will in good faith enter into negotiations to consummate an agreement for Manchac to provide services to the City related to the operations and maintenance (O&M) of the water & sewage department. This could include providing management personnel to be stationed at the City's water treatment plant, the two wastewater treatment plants, oversight of the City's sewage pump stations, water distribution system and wastewater collection system, as well as other items identified by the City. An evaluation of the current management structure would also be performed and recommendations would be made regarding proactive measures to substantially reduce the annual operating budget. These services and personnel can be provided for an annual negotiated fee for a term of five (5) years
2. Manchac is aware that Shreveport is under a Consent Decree ("CD") to rehabilitate its sewerage collection system to eliminate sanitary sewer overflows and that this work all has to be accomplished within certain time frames agreed to within the CD, and that the City issues Master Services Agreements ("MSAs") to engineering consulting firms to enable it to accomplish the CD work in a timely manner. Manchac will be awarded MSA work. Manchac would note that it is well qualified to perform such work and that this is an expense that City is going to incur regardless of who performs the work.

Justin will be able to travel to Shreveport the week of July 25th. He is always available for telephone calls in the meantime to negotiate and implement these suggestions. Please feel free to contact him directly, but of course if I can assist with additional information please contact me at your convenience.

Charles C. Grubb



Attorney at Law

cc: Mr. Justin Haydel, P.E.

Confidentiality and Non-Disclosure Agreement

1. Manchac Consulting Group, Inc. ("Company") agrees to provide information to City of Shreveport, Louisiana ("Recipient"), in connection with discussions relating to the Company's business activities or interests in the City of Shreveport. Recipient agrees to receive such information for the sole purpose of considering contracting with Company for the Company to identify and disclose to Recipient any or all instances it can find where savings or additional revenues can be realized by recipient without laying off any employees and without its adoption of or increasing taxes or fees.
2. Certain information to be provided is the Company's Confidential Proprietary and/or Trade Secret Information ("Confidential Information"), and the Company requests that it be treated and maintained as confidential to the extent permitted by Louisiana law. Recipient agrees to protect the confidentiality of such Confidential Information to the extent permitted by Louisiana law.
3. For purposes of this Agreement, the term "Confidential Information" means any and all data and information contained in any tangible or intangible form (including, without limitation, verbal) provided by Company to Recipient relating to operational, technical, financial or other affairs of Recipient's business activities previously unknown to Recipient, and shall include but not be limited to ideas, concepts, development plans for new or improved processes, data, formulae, techniques, designs, sketches, know-how, photographs, plans, drawings, specifications, samples, test specimens, reports, customer lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams or inventions, and all other relevant information pertaining thereto. Upon request of Company, recipient agrees to (a) return all Confidential Information to Company, or (b) destroy all such Confidential Information and certify such destruction to Company by an appropriate officer of Recipient.
4. All Confidential Information provided to Recipient is the exclusive property of the Company, and except as provided herein, or with the consent of the Company, or as required by federal or state law, Recipient shall not:
 - (a) Disclose Confidential Information to any third party;
 - (b) Transfer possession of Confidential Information to any third party; or
 - (c) Either directly or indirectly, use any of Company's Confidential Information except in furtherance of the Purpose of this Agreement, will not reveal or disclose any Confidential Information to any person or entity in any manner whatsoever or the fact that the parties have entered into this Agreement, and fail to take all reasonable precautions to prevent the use by any third party or disclosure to any third party of any of Company's Confidential Information.
5. Recipient shall not reveal Confidential Information to anyone not first approved by Company in writing and who has not first executed this Confidentiality and Non-Disclosure Agreement. Recipient's Mayor, City Attorney and Chief Administrative Officer are hereby so approved, subject to their execution of this Agreement. Recipient shall not make any copies of Confidential Information without the prior written approval of Company. Recipient agrees to use the Confidential Information only for the purpose stated herein. Recipient further agrees to be responsible for any breach of this Agreement by Recipient and any of its employees or representatives.
6. Nothing herein contained shall deprive Recipient of the right to use or disclose any information (a) which is possessed by Recipient before receipt thereof from Company; which is required to be disclosed by Recipient pursuant to an order of a court of competent jurisdiction or other governmental

agency having the power to order such disclosure, provided Recipient uses its best efforts to provide timely notice to Company when any proceedings are initiated seeking to obtain such an order in order to provide Company an opportunity to be heard in such proceedings; or (c) which is approved for release by written authorization from Company to Recipient.

7. In addition to all other restrictions on the use or disclosure of Confidential Information, it is agreed that no use may be made of Confidential Information that would be deemed competitive with or detrimental or adverse to Company. The Confidential Information shall be used by Recipient only for the purposes stated above, and any use or disclosure of the Confidential Information shall be strictly governed by the terms and conditions of this Agreement. Recipient's access and review of Confidential Information shall terminate automatically at such time as either Company or Recipient decides not to pursue the contract contemplated in Paragraph 1 hereof. Such termination shall not affect or eliminate Recipient's confidentiality obligations hereunder.

8. All Confidential Information provided by Company to Recipient shall, to the fullest extent possible, be clearly marked to reflect its confidential nature. The parties shall make reasonable efforts to reduce verbal Confidential Information to writing.

9. Although Company has attempted to make the Confidential Information disclosed to Recipient accurate and complete for the purposes of this Agreement, it does not make any representation of warranty as to the accuracy or completeness of the Confidential Information.

10. Each party acknowledges and agrees that remedies at law may be inadequate to protect the other party against actual or threatened breach of this Agreement by the other party, and accordingly, without prejudice to any other rights and remedies otherwise to either party, the parties agree that either party shall be entitled to seek injunctive relief, and further agree to waive, and further agree to use their best efforts to cause their employees, agents and representatives to waive, any requirement for securing and posting any bond in connection with pursuit of any such remedy or any requirement of proving the inadequacy of a legal remedy. Recipient agrees that any unauthorized disclosure and/or utilization of Confidential Information by Recipient, Recipient's employees or representatives shall result in a penalty of the greater of \$10,000 or 25% of all savings or increase in revenue Recipient realizes from any unauthorized, direct or indirect, utilization of Confidential Information. Such remedy shall not be deemed to be the exclusive remedy for a breach, but rather shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, the losing party will reimburse the prevailing party for its reasonable legal fees and expenses incurred in connection with any such litigation, including any appeal therefrom.

11. All notices required or sent pursuant to this agreement shall be sent by certified mail, return receipt requested, to the addresses shown below:

Company

Mr. Justin Haydel
Manchac Consulting Group, Inc.
10543 S. Glenstone Place
Baton Rouge, LA 70810

Recipient:

Honorable Ollie S. Tyler, Mayor
City of Shreveport
505 Travis Street
Shreveport, LA 71101

12. This Agreement shall be construed and enforced under the laws of the State of Louisiana. The First Judicial District Court in the Parish of Caddo, State of Louisiana, shall be the exclusive jurisdiction and venue for any litigation between the parties arising out of or relating to this Agreement; and each party consents to the exclusive jurisdiction and venue of such Court and waives any objection based on lack of personal jurisdiction, improper venue or forum non conveniens. If any provisions of this Agreement shall be held invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provisions of this Agreement.

13. This Agreement contains the entire understanding between the Parties with respect to the subject hereof. No amendments, modifications or waivers of this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each of the parties hereto.

THUS AGREED AND SIGNED, on the dates indicated below.

Date: 4-23-16

MANCIAC CONSULTING GROUP, INC.

By: *Justin Haydel*

Printed Name: Justin Haydel

Title: CEO

Date: 4-21-16

CITY OF SHREVEPORT, LOUISIANA

By: *[Signature]*

Printed Name: William C. Boudreau, Jr.

Title: City Attorney