



OFFICE OF THE PARISH PRESIDENT  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
P. O. Box 6097  
HOUMA, LOUISIANA 70361-6097



MICHEL H. CLAUDET  
PARISH PRESIDENT

(985) 873-6401  
FAX: (985) 873-6409  
E-MAIL: mhclaudet@tpcg.org

October 29, 2008

Terrebonne Parish Council Members  
Terrebonne Parish Consolidated Government  
8026 Main Street, Suite 600  
Houma, Louisiana 70360

Re: Appointment of Department Head

Dear Council Members:

Pursuant to Section 2-98 of the Parish Code, please accept my recommendation of Mr. Earl J. Eues for the Director of Office Homeland Security and Emergency Preparedness Department, which I will introduce at the November 5, 2008 Regular Council Meeting.

Attached please find the job description and estimated cost for the proposed appointee, together with his qualifications, in conformance with the requirements of the Parish Code.

I respectfully request your ratification of this appointment at the November 19, 2008 Regular Meeting.

Sincerely,

A handwritten signature in black ink, appearing to be "Michel H. Claudet", written over a wavy line.

Michel H. Claudet  
Parish President

Attachments

Cc: Reading File

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

**JOB DESCRIPTION**

**POSITION TITLE ... :** Director  
**DEPARTMENT .....** : Office of Homeland Security & Emergency Preparedness  
**DIVISION.....** : n/a  
**GRADE .....** : 24  
**REVISED.....** : 02/98  
**REPORTS TO.....** : Parish President  
**REVIEWED .....** : 02/98  
**WAGES.....** : 

Contract -- \$52.00 / hour
----------------------------

**SUMMARY:**

Under limited supervision, performs supervisory and administrative work coordinating the day-to-day activities of the Emergency Operations Center department. Employee is responsible for directing the day-to-day and emergency operations of the department to ensure compliance with state and federal guidelines; providing details; and supervise all emergency operations center personnel. Work involves recommending and approving the appropriate protective actions to be adhered to during certain emergency situations; maintaining emergency plans, reviewing and responding to inquiries concerning emergency response actions, procedures, and policies; evaluate the performance of department personnel; approve personnel activities, making presentations to various groups, meetings, boards, etc.; preparing, approving, and scheduling training for subordinate employee; preparing annual department budget; preparing and reviewing various reports, documents, and forms. Reports to the Parish President.

**BASIC FUNCTIONS:**

1. Coordinates and directs the day-to-day emergency operations of the department to ensure compliance with state and federal guidelines; recommends and approves appropriate protective actions that need to be adhered to during certain emergency situations; providing technical assistance in the Parish emergency response program; serves as a focal point for managing operational details.
2. Maintains emergency plans; prepares and updates emergency plans and procedures in accordance with state and federal guidelines. Reviews to inquiries concerning emergency response actions, procedures, and policies from departmental heads, governmental agencies, industry, and the general public; and files and/or responds to request as needed.
3. Supervise all Emergency Operations Center personnel; prepares and approves work schedules, vacation and compensatory leave requests for subordinate employees; addresses personnel problems and concerns; observes activities of personnel during emergency response and determines deficiencies in training and/or abilities, and coordinates or prepares training sessions, as appropriate; completes and maintains records documenting completion of various training courses by Emergency Operations Center personnel; and evaluates the performance of departmental personnel.

4. Prepares and delivers presentations to various groups, meetings, boards, etc., to provide information on the Emergency Operations Center, policies, procedures, rules and regulations. Responds to chemical and hazardous material spills in Terrebonne Parish and oversees clean up of spill for the protection of the citizens of this parish.

**OTHER REQUIREMENTS:**

1. Must be physically able to operate a variety of automated office equipment including computers, copies, calculators, printers, etc. Must be able to exert force occasionally to lift, carry, push, pull, or otherwise move objects.
2. Requires the ability to speak and/or signal people to convey or exchange information. Includes giving instructions, assignments, or directions to subordinates or assistants.
3. Requires the ability to read a variety of correspondence, reports, logs, manuals, maps, invoices, etc. Requires the ability to prepare correspondence, reports, forms, logs, records, charts, etc. Requires the ability to speak before groups of people with poise, voice control, and confidence.
4. Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions.
5. Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including emergency management and legal terminology and emergency response codes.
6. Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with emergency situations.
7. Must be able to communicate via telephone and two-way radio.
8. Considerable knowledge of Emergency Management policies and procedures.
9. Considerable knowledge of federal rules, regulations, and guidelines concerning hazardous material control.
10. Considerable knowledge of the geographical layout of the parish including political subdivisions, and the location of roads and streets within the parish.
11. Considerable knowledge of current emergency response needs of the parish.
12. Considerable knowledge of emergency response organizations, policies, procedures, and techniques.
13. Considerable knowledge of the department and its organization and operating procedures.
14. General knowledge of the principles of supervision, organization, and administration.
15. Ability to chart department statistics, interpret such data and make appropriate recommendations to parish officials.
16. Ability to plan, schedule, and coordinate the training of emergency management personnel.
17. Ability to instruct emergency response personnel in the application of emergency management and technical procedures to be used in emergency situations.
18. Ability to schedule, assign, supervise, and appraise the activities of emergency response personnel.

19. Ability to react quickly and calmly in emergency situations, and to adopt effective courses of action.
20. Ability to communicate effectively orally and in writing.
21. Ability to establish and maintain effective working relationships with emergency response personnel, volunteers, public officials, law enforcement agencies and as otherwise necessitated by work assignments.

**EDUCATION/EXPERIENCE:**

1. Graduation from high school or GED.
2. Have 2 to 4 years of experience in emergency response service work with some supervisory experience and/or Bachelors Degree in a related field or business management.
3. Knowledge in popular computer-driven work processing, spreadsheet, file maintenance, and emergency management programs.
4. Any equivalent combination of experience, which provides the required knowledge, skills, and abilities.
5. Must also possess a valid Louisiana Driver's License.

**Earl J. Eues, Jr.**  
104 Midland Drive  
Houma, Louisiana 70360  
(985) 868-7450 (Home) • (985) 855-4594 (Cellular)

**EXPERIENCE:**

**Allterra, L.L.C.**

7/06 – Present

*Managing Partner*

Manage environmental projects for various industries and local government. Responsibilities of client/project management include preparing project proposals and budgets, corresponding with client on project details and progress, evaluating, interpreting technical information for the client. Prepare and present presentations of project scope of services and/or workplans to regulatory agencies and clients. Projects include USCOE/LDNR Section 404 and coastal use permit applications, LaDEQ water discharge, solid waste and hazardous waste permit applications, risk evaluation and corrective action plans (RECAP), multimedia sampling, analytical testing interpretations and Phase I & II Environmental Site Assessments. Develop and implement EPA/USGC facility response plans, oil transfer manuals, facility security plans, SPCC plans and hazardous waste contingency plans. Manage day to day business operations.

**T. Baker Smith, Inc.**

8/00 – 6/06

**Division of Environmental Services**

*Environmental Client Manager*

Manage environmental projects for various industries and local government. Responsibilities of client/project management include preparing project proposals and budgets, corresponding with client on project details and progress, evaluating, interpreting technical information for the client. Prepare and present presentations of project scope of services and/or workplans to regulatory agencies and clients. Projects include USCOE/LDNR Section 404 and coastal use permit applications, LaDEQ water discharge, solid waste and hazardous waste permit applications, risk evaluation and corrective action plans (RECAP), multimedia sampling, analytical testing interpretations and Phase I & II Environmental Site Assessments. Develop and implement EPA/USGC facility response plans, oil transfer manuals, facility security plans, SPCC plans and hazardous waste contingency plans. Performed project management for archeological and oyster resource assessments for a proposed pipeline installation by a major oil company. Coordinate and manage trade show exhibitions for business development. Presently manage two subordinates.

**Terrebonne Parish Consolidated Government**

3/93 – 8/00

**Division of Environmental Services**

*Environmental Specialist*

Responsible for all environmental regulatory affairs associated with the Ashland Sanitary Landfill and other Public Works departments. Duties included multimedia permits, multimedia sampling, analytical interpretation, EPA/DEQ reporting requirements, prevention plans, and hazardous material/oil spill response coordination. Performed project management with engineering and construction firms. Assumed the duties of the superintendent in his absence. Certified Class A Solid Waste Landfill Operator. Assistant Director of the Terrebonne Parish Office of Emergency Preparedness. Duties included emergency response investigations, emergency operations center staffing, Sara Title III records, participation in industry sponsored hazardous material/oil spill response drills, interaction with USCG, La. State Police Hazardous Materials Section, La. Office of Emergency Preparedness, La. DEQ, and the USEPA. Performed grant writing for funding of equipment to perform document management. Managed operations of the emergency operations center during hurricanes and other natural or technological events.

**KEE Environmental Services, L.L.C.**

6/93 – Present

*Owner*

Part time, home-based business specializing in environmental regulatory consulting. Services include State and Federal permit applications, environmental assessments and audits, State and Federal reports, waste management, SARA Title III reports, sampling and specialized environmental plans. Manage day to day business operations.

**The HydroCarbon Flow Specialist, Inc./Sphag Sorb, Inc.**

11/91 -2/93

*Environmental Specialist/Staff Biologist*

*Vice-President of Research & Development*

Responsible for coordination of oil spill response team and technical assistance of environmental issues. Coordinated and implemented company safety program. Performed research and development of an industrial oil absorbent called "SPHAG SORB". Provided technical assistance in reference to environmental regulations on the use and disposal of "SPHAG SORB".

**Louisiana Department of Environmental Quality**

6/89 - 11/91

**Water Quality Management Division**

*Environmental Quality Specialist I*

Responsible for the collection of water quality samples from designated collection points and provided data interpretation. Performed inspections of municipal and industrial facilities holding state and federal discharge permits. Investigated oil spills and provided recommendations on clean up operations. Investigated pollution complaints and recommended courses of action which would result in the correction of water pollution problems. Participated in departmental research studies and Natural Resources Damage Assessment proceedings. Interacted with USCG, La. Wildlife and Fisheries, LaDNR, La. State Police, USEPA, local governments and industry.

**Caro Produce and Institutional Foods, Inc.**

8/88 - 6/89

*Quality Assurance Supervisor*

Conducted microbiological testing of processed produce for pathogenic and non-pathogenic bacteria. Assured quality control on all corporate accounts. Set-up microbiological testing laboratory and procedures.

**EDUCATION:**

Nicholls State University

**Bachelor of Science Degree in Biology**

May, 1988

Minor: Chemistry

Young Memorial Vocational-Technical Institute

**Emergency Medical Technician - Basic**

May, 1986

**CERTIFICATIONS:**

Registered Environmental Manager -- No. 10569

January, 2000

National Registry of Environmental Professionals

Glenview, Illinois

**SPECIALIZED**

**COURSES:**

Leadership Training For Managers

Dale Carnegie Training

November, 2001

Project Management

Franklin Covey Training

February, 2001

Corpus Christi State University  
**National Oil Spill Control School**  
October, 1991

Louisiana State University  
**Hazardous Materials Technician**  
**Incident Commander Training**  
2001; Annual Refresher Course  
**Hazardous Materials Awareness Level**  
**Cryogenic Liquids and Compressed Gases**  
**Computer Aided Management of Emergency Operations (CAMEO)**  
**Introduction to Arcview Geographic Information Systems**

Federal Emergency Management Agency  
**Introduction to Emergency Management**  
**Disaster Recovery Operations**  
**Debris Management and Environmental Issues**  
**Emergency Management Executive Seminar**  
**Hurricane Planning**  
**Introduction to Hurricane Preparedness**  
National Hurricane Center – Miami, FL

**SPECIAL SKILLS:**

Oil Spill/Hazardous Material Control and Cleanup Response  
Hazardous Material Emergency Response  
Oil Pollution Act of 1990 (OPA 90)  
Federal and State Permit Inspections  
Federal and State Environmental Regulations

**ACTIVITIES:**

Knights of Columbus, 4<sup>th</sup> Degree  
1983 to Present  
Officer from 1983 to 1997

Houma Rotary Club  
2006 to Present

Terrebonne Parish Sheriff's Department  
June 1991 to Present  
Commissioned Deputy

Participant, 1999 Leadership Terrebonne

St. Francis DeSales Catholic Church  
Pastoral Council Member, Lector/Commentator  
Member, Terrebonne Parish Communications District

Board Member, United Way for South Louisiana

Board Member, Houma-Terrebonne Chamber of Commerce

Board Member, Alzheimers Association, Houma-Terrebonne Council

Past Chairman, Terrebonne Parish Local Emergency Planning Committee  
1994 to 2000

Past Chairman, Terrebonne Parish Coastal Zone Management Advisory Committee  
1997-2002

**REFERENCES:** Available Upon Request

**CONTRACT FOR DIRECTOR OF HOMELAND SECURITY AND EMERGENCY  
PREPAREDNESS SERVICES BETWEEN TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT AND KEE ENVIRONMENTAL SERVICES, LLC.**

STATE OF LOUISIANA:  
PARISH OF TERREBONNE:

THIS CONTRACT made, entered into and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Terrebonne Parish Consolidated Government represented herein by its duly authorized Parish President, Michel H. Claudet, being hereinafter referred to as TPCG and, KEE Environmental Services, LLC., TIN 36-4593474, whose principal office is at 104 Midland Drive, in the City of Houma, Louisiana, hereinafter referred to as CONSULTANT/EARL J. EUES, JR.

**PURPOSE AND TERMS AND CONDITIONS:**

WHEREAS, the TPCG, pursuant to Chapter 7 of the Terrebonne Parish Code, requires the services of a Director of Homeland Security and Emergency Preparedness Director; and

WHEREAS, KEE Environmental Services, LLC. through its Sole Member, Earl J. Eues, Jr. represents that Earl J. Eues, Jr. is well qualified by training and experience to provide TPCG with all required services; and

WHEREAS, Earl J. Eues, Jr. will provide services to TPCG at the pleasure of the Parish President and in accordance with the requirements of the laws of the State of Louisiana and the Terrebonne Parish Charter and Code of Ordinances; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. CONSULTANT agrees that Earl J. Eues, Jr. as Director of Homeland Security and Emergency Preparedness shall solely be responsible to provide the services required by for this contract. CONSULTANT shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the TPCG.
2. Earl J. Eues, Jr., as Director of Homeland Security and Emergency Preparedness shall provide all services required to carry out the responsibilities and duties of the position including those duties set out in Chapter 7 of the Terrebonne Parish Code with respect to the duties, authorities and responsibilities of the department and also including those responsibilities of the department established by the laws of the State of Louisiana.
3. This agreement shall commence upon ratification of Earl J. Eues, Jr. as Director of Homeland Security and Emergency Preparedness by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government. Earl J. Eues Jr., in accordance with the parish code, shall serve at the pleasure of the Parish President.
4. TPCG shall make available assets and support employees of the Terrebonne Parish Consolidated Government required to provide the services and carry out the authorities and responsibilities of Chapter 7 Homeland Security and Emergency Preparedness of the Terrebonne Parish Code subject to final approval by the Parish President.

5. The TPCG and Earl J. Eues, Jr. agree the work covered by this contract shall be paid at a rate of Fifty-Two (\$52.00) Dollars per hour of services provided.
  - a) Earl J. Eues, Jr. shall perform all work under this contract as an independent contractor and shall not be considered as an agent, employee or servant of TPCG. Further, Earl J. Eues, Jr., as an independent contractor, shall not be entitled to TPCG medical or disability benefits, overtime rates, compensatory time, paid sick and vacation leave, or retirement benefits of any kind during his tenure as Director pursuant to this contract.
  - b) This contract expressly does not provide for payment of overtime rates during a state of emergency.
6. Payment by TPCG to Consultant on behalf of Earl J. Eues, Jr. for services rendered shall be within thirty (30) days of approval of adequate invoice. Consultant hereby agrees that the responsibility for payment of taxes from the funds received pursuant to this agreement shall be Consultant's obligation.
7. To the fullest extent permitted by law, the Consultant shall protect, defend, indemnify, save and hold harmless the TPCG, Terrebonne Parish Consolidated Government, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of Consultant, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the TPCG, Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG, Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. This indemnification does apply to any strict liability of TPCG, Terrebonne Parish Consolidated Government, all their officers, agents, servants and employees, including volunteers, regardless of the availability or applicability of insurance.
8. Consultant shall provide insurance in accordance with the TPCG requirements attached as Attachment B (Insurance requirements).
9. Earl J. Eues, Jr. shall be required to comply with the TPCG drug testing policy.
10. CONSULTANT may terminate this contract upon thirty (30) days written notice.
11. Consultant agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex orientation, national origin, veteran status, political affiliation, disabilities.

12. This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.
13. Consultant hereby agrees to comply with all laws of the State of Louisiana and all laws of the United States and all applicable state and federal policies and procedures.
14. No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties.
15. The failure of TPCG or CONSULTANT to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.
16. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract for professional services are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to Consultant of such facts and the TPCG's intention to terminate its financial obligation.

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
KEE ENVIRONMENTAL SERVICES, LLC  
EARL J. EUES, JR., MEMBER

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
MICHEL H. CLAUDET,  
PARISH PRESIDENT,  
TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

**ATTACHMENT B**

**Insurance Requirements**

**General Liability Insurance**

Consultant shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured. Consultant shall provide certification of such insurance and a copy of the policy upon request.

### **Workmen's Compensation Insurance**

Consultant shall maintain workmen's compensation coverage during the term of this agreement. The limits of this coverage shall be the Louisiana statutory minimum requirements and a waiver of subrogation shall be provided. Exception: Employers Liability limit is \$1,000,000 when work is to be over water and involves maritime exposure. Consultant shall provide certification of such insurance and a copy of the policy upon request. Terrebonne Parish Consolidated Government and the Consultant mutually agree that it is their intention to recognize the Terrebonne Parish Consolidated Government as the statutory employer of Consultant's employees (whether direct employees or statutory employees of Consultant) when any of Consultant's employees are doing work under contract.

### **Auto Liability Insurance**

Consultant shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$500,000.00 combined single limit per accident for owned, non-owned and hired vehicles. Consultant shall provide certification of such insurance and a copy of the policy upon request.

### **Deductibles and Self-Insured Retentions**

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE TPCG. Prior to entering into this agreement, and at the option of TPCG, either,

1. The Consultant shall accept and approve the deductible or self-insured retention.
2. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TPCG.
3. Consultant shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

### **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage. The TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the TPCG. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of the TPCG.
  - a. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the TPCG.

- b. Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. **Workers' Compensation and Employer's Liability Coverage.** The insurer shall agree to **waive all rights of subrogation against the TPCG**, for losses arising from work performed by Consultant for the TPCG.
3. **All Coverage's.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TPCG.
4. **Acceptability of Insurers.** Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only if the workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Workers' Compensation Corporation.
5. **Verification of Coverage.** Consultant shall furnish the TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE TPCG BEFORE WORK COMMENCES.** The TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - a. **Subcontractors.** Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.