



# DESOTO PARISH POLICE JURY

April 06, 2026 at 5:03 PM

Solid Waste Committee

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

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## AGENDA

Greg Baker, Chairman, Jimmy Holmes, Jeri Burrell, Ernel Jones and Nick Rains

**A. CALL TO ORDER**

**B. CALL FOR ADDITIONS AND DELETIONS**

**C. GUEST AND PUBLIC COMMENTS**

**D. SOLID WASTE ITEMS**

1. Authorize the President to execute the Solid Waste Disposal Agreement with Live Oak

**E. ADJOURN**

## SOLID WASTE DISPOSAL AGREEMENT

THIS SOLID WASTE DISPOSAL AGREEMENT is made and entered into effective as of June 1, 2026, by and between LIVE OAK ENVIRONMENTAL, LLC, a Louisiana limited liability company (“Customer”), and DeSoto Parish Police Jury, the governing body of DeSoto Parish, Louisiana and acting hereunder through its Solid Waste Division (the “Police Jury”).

### RECITALS:

WHEREAS, Customer desires to dispose of Acceptable Waste (as defined hereinbelow) at Police Jury’s Mundy Sanitary Landfill, which is located at 2712–2713 Highway 84 East, Mansfield, LA 71052 (the “Landfill”); and

WHEREAS, Police Jury and Customer desire to establish the terms and conditions for the disposal of Customer’s Acceptable Waste at the Landfill pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants hereinafter set forth, Customer and Police Jury agree as follows:

### TERMS OF AGREEMENT:

- 1) **Definitions.** As used in this Agreement, the following terms have the following meanings:

“**Acceptable Waste**” means garbage, trash, refuse, rubbish, discarded materials, construction and demolition debris or other forms of solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, **but expressly excluding** all hazardous, radioactive, volatile, highly flammable, explosive and toxic waste. Acceptable Waste also excludes “special waste,” which as used herein, means any solid waste which requires special handling, management or disposal methods under any applicable Environmental Laws. The term “hazardous waste,” as used herein, shall include, but not be limited to, any amount of waste listed or characterized as hazardous under any Environmental Law.

“**Environmental Law**” means any applicable law, rule, regulation or ordinance concerning environmental protection including all requirements pertaining to reporting, licensing, permitting, investigation, removal or remediation of emissions, discharges, releases, or threatened releases of chemical substances, pollutants or contaminants or relating to the manufacture, generation, processing, distribution, use, recycling, treatment, storage, disposal, transport, or handling of regulated materials, chemical substances, pollutants or contaminants, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substance Control Act, the Resource Conservation

and Recovery Act, the Clean Air Act, the Clean Water Act, the Endangered Species Act , the Occupational Safety and Health Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right to Know Act and the Federal Insecticide, Fungicide, Rodenticide Act, and their Louisiana law counterparts, all as may be amended from time to time.

- 2) **Disposal of Acceptable Waste.** Subject to the terms and conditions of this Agreement, Police Jury agrees to accept for disposal all Acceptable Waste that Customer delivers to the Landfill during its operating hours.
- 3) **Disposal Rate.** Customer agrees to pay to Police Jury a disposal rate for all of Customer's Acceptable Waste disposed of at the Landfill, at the following all-in rates (the "**Disposal Rates**"):
  - a. \$31.00 per ton for all purge rejects/Pratt materials; and
  - b. \$35.00 per ton for all other Acceptable Waste.

The Disposal Rate are inclusive of all fees, taxes and surcharges (including, but not limited to, any fuel recovery, environmental compliance and truck fees) imposed by any state, county, city or other governmental authorities (the "**Governmental Fees**"). The pass-through to Customer of any increase in the Governmental Fees or the imposition of any new Governmental Fees shall be subject to the mutual written agreement of Customer and Police Jury. If Customer does not approve any such increase in or imposition of any new Governmental fees, Police Jury shall have the right to terminate this Agreement.

- 4) **Determination of Charges.** Disposal charges shall be assessed on a per-ton basis using the net weight of each load as determined by the Landfill's certified scale. Net weight shall equal the gross inbound weight minus the tare outbound weight of each Customer vehicle delivering Acceptable Waste to the Landfill. Each vehicle transporting Acceptable Waste to the Landfill shall stop at the scale upon entry for an inbound (gross) weight. The scale operator shall record the following on each scale ticket: (a) date and time of entry; (b) vehicle identification (license plate and/or unique fleet number); and (c) gross weight to the nearest 20 pounds or 0.01 tons. Upon completion of unloading and prior to exiting the Landfill, the same vehicle shall return to the scale for an outbound (tare) weight. The Landfill's scale(s) shall be commercial-grade weighing devices that are certified and inspected in accordance with applicable laws and manufacturer specifications at intervals no less frequent than quarterly and after any repair or relocation. The Facility shall maintain written calibration and maintenance logs, including dates, procedures performed, and results. Calibration shall be conducted by a qualified technician using certified test weights.

- 5) **Invoicing and Payments.** Police Jury shall invoice the Customer by the tenth (10th) day of each month for all charges of Acceptable Waste disposed of at the Landfill for the previous month at the applicable Disposal Rates. Customer shall pay all invoiced amounts to Police Jury within thirty (30) days of the invoice date.
- 6) **Term.** The term shall commence on June 1, 2026 and shall continue for an initial term of one (1) year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically continue to renew for additional terms of one (1) year unless terminated by either party by written notice to the other not more than ninety (90) days, and not less than sixty (60) days, prior to the expiration of the current term.
- 7) **Title to Waste.** Title to Acceptable Waste delivered by Customer shall be transferred to and vest in Police Jury at the time the Acceptable Waste is fully unloaded at the working face of the Landfill and the Customer's vehicle has departed such working face. Prior thereto, title to the Acceptable Waste shall be vested in, and all risks and responsibilities therefore shall be borne by, Customer. Title to any waste that does not constitute Acceptable Waste shall remain vested with Customer and Customer shall be responsible for any and all costs relating to the removal of any such unacceptable waste.
- 8) **Compliance with Law.** Police Jury and Customer shall comply with all applicable local, state and federal laws pertaining to the handling and disposal of the Acceptable Waste. Customer shall also comply with work and safety rules that have been promulgated by Police Jury to govern operations at the Landfill, which rules shall be made available to Customer.
- 9) **Indemnification of DeSoto Parish.** To the fullest extent permitted by applicable Louisiana law, Customer hereby agrees to indemnify and hold DeSoto Parish and its public officials, employees and agents harmless from and against any and all loss, damages, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses including attorneys' fees and costs) arising out of any claim for loss of or damage to property, including Customer's or DeSoto Parish's property, and injuries to or death of persons, including employees of Customer and employees of DeSoto Parish, to the extent caused by or resulting from the negligence, gross negligence or willful misconduct or violation of any law or regulation including any Environmental Law by Customer, its employees or agents or Customer's breach of any provision of this Agreement. Customer acknowledges that the indemnification rights and covenants of Sections 9 and 10 of this Agreement represent an exchange of reciprocal obligations of equivalent value.
- 10) **Indemnification of Customer.** DeSoto Parish hereby agrees to indemnify and hold Customer and its members, managers, officers, employees and agents harmless from and against any and all loss, damages, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses including reasonable attorneys' fees and costs) arising out of any claim for loss of or damage to property,

including Customer's or DeSoto Parish's property, and injuries to or death of persons, including employees of Customer and employees of DeSoto Parish, to the extent caused by or resulting from the negligence, gross negligence or willful misconduct by DeSoto Parish or its public officials, employees and agents or Police Jury's breach of any provision of this Agreement. The Police Jury acknowledges that the indemnification rights and covenants of Sections 9 and 10 of this Agreement represent an exchange of reciprocal obligations of equivalent value.

11) **Customer Insurance.** Throughout the Term of this Agreement, Customer agrees that it shall maintain at a minimum the following insurance policies and coverages:

<u>Required Insurance</u>	<u>Coverage Limits</u>
Workers' Compensation	Statutory Requirement(s)
Employers Liability	\$100,000 per accident; \$500,000 in liability policy limit
Commercial General Liability (including bodily injury, property damage, operation, products, and completed operations)	\$2 million per occurrence; \$2 million aggregate
Commercial Automobile Liability (including bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle)	\$1 million combined single limit per accident

Customer shall provide Policy Jury with one or more certificates of insurance evidencing such insurance coverages have been placed and annually thereafter if this Agreement is renewed or extended. Such coverage and policies shall not be canceled, modified or revoked without providing Policy Jury not less than thirty (30) days prior written notice.

12) **Force Majeure.** Neither Police Jury nor Customer shall be liable for the failure to perform their respective obligations nor for any resulting damage or loss, if such failure is caused by a catastrophe, riot, war, act of the legislature, by reason of final order by a court of record in a proceeding not instituted by or acquiesced to by Customer or Police Jury, administrative order or disaster declaration, or by strike, fire, accident, pandemic, extreme weather, act of God, failure of equipment, lack of required access to roadways and bridges, electricity or other utility failure, inability to access the Landfill, or other similar contingency beyond the reasonable control of Police Jury or Customer. Both Police Jury and Customer shall resume full or substantial performance of their respective obligations under this Agreement immediately upon cessation of the Force Majeure circumstances.

- 13) **Applicable Law and Venue.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of laws principles. The exclusive venue for any suit related to, arising out of, or stemming from this Agreement shall be a court sitting in, or for Desoto Parish, Louisiana.
- 14) **Validity of Obligations.** If any Section, subsection, sentence or clause of this agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the agreement as a whole or of any Section, subsection, sentence or clause hereto not so adjudged.
- 15) **No Waiver.** Any waiver by either party of any provision or condition of this agreement shall not be deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.
- 16) **Amendment.** This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into this agreement.
- 17) **Attorneys' Fees.** If Police Jury or Customer shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Agreement, the losing party shall pay the successful party a reasonable sum for attorneys' fees incurred in such suit and such attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- 18) **Termination for Material Noncompliance.** Notwithstanding anything contained herein to the contrary, in addition to any other rights, each party hereto has the right to terminate this Agreement in the event of a material breach by the other party, which has not been cured within fifteen (15) days of written notice thereof. Customer acknowledges that delivery of any non-conforming or unacceptable waste to the Landfill may be deemed a material breach.
- 19) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights hereunder to a third party without the prior written consent of the other party; *provided, however,* that Customer may assign its rights to any of its affiliates that are under common ownership and control as Customer, provided that such assignment will not relieve Customer of its obligations hereunder.
- 20) **Notices.** Except as otherwise expressly provided by applicable law, any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly served and given when (i) hand delivered, (ii) delivered by nationally recognized overnight courier, (iii) on the third day after it is

deposited in the United States mail, first-class postage prepaid, return receipt requested or (iv) sent by electronic mail addressed to the electronic mail address set forth below for the party (subject to confirmation of receipt):

If to Police Jury:

DeSoto Parish Police Jury  
101 Franklin St  
Mansfield, LA 71052  
Attn: Michael Norton, Parish Administrator  
Email: [MNorton@desotoppj.com](mailto:MNorton@desotoppj.com)

If to Customer:

Live Oak Environmental, LLC  
8951 Cypress Waters Blvd., Suite 190  
Dallas, TX 75019  
Attn.: Dustin Reynolds, President & CEO  
Email: [dreynolds@ecowastesol.com](mailto:dreynolds@ecowastesol.com)

18) **Entire Agreement.** This Agreement constitutes the entire understanding between Customer and Police Jury, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

Executed by the authorized officers of Customer and Police Jury, respectively, effective on and as of the date first written above.

**POLICE JURY:**

**DESOTO PARISH POLICY JURY**

By: \_\_\_\_\_  
Trina Boyd Simpson, Police Jury President

**CUSTOMER:**

**LIVE OAK ENVIRONMENTAL, LLC**

By: *Dustin Reynolds*  
Dustin Reynolds, President & CEO

