

**RESOLUTION AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE CITY OF HOUSTON**

DEPARTMENT OF JUSTICE NUMBER 171-74-36

I. BACKGROUND

- A.** The City of Houston and the United States Department of Justice agree that addressing illegal dumping is critical to the goal of ensuring the health, safety, and quality of life of many communities throughout the City of Houston. This Voluntary Resolution Agreement (Agreement) is designed to help meet that goal.
- B.** In April 2022, the Department of Justice received notice of a complaint alleging that agencies within the City of Houston (the City) engaged in racial discrimination against Black and Latino residents of the Trinity/Houston Gardens Super Neighborhood 48 (SN48) and similar neighborhoods, related to: (1) illegal dumping in the neighborhood; and (2) lack of responses to requests for City services, including in response to the illegal dumping, through the 311 Houston Service Helpline system. In July 2022, the United States Department of Justice, through the Civil Rights Division's Federal Coordination and Compliance Section and United States Attorney's Office for the Southern District of Texas (collectively, DOJ), initiated an investigation to determine whether agencies within the City were complying with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7, and its implementing regulations, 28 C.F.R. Part 42, Subpart C (Title VI).
- C.** Title VI prohibits discrimination based on race, color, or national origin in federally funded programs or activities. The United States has jurisdiction under Title VI to investigate the City and, where appropriate, negotiate and secure voluntary compliance because agencies within the City of Houston, including the Houston Police Department, Department of Neighborhoods, and Solid Waste Management Department, receive federal financial assistance.
- D.** Environmental justice issues historically impact minority communities, and DOJ continues to seek justice for and protect those communities that are disproportionately burdened by environmental harms. Title VI's voluntary compliance framework provides DOJ with the flexibility to support recipients as they implement policies and practices designed to ensure nondiscrimination. Collaboration with recipient and community partners can increase DOJ's environmental justice impact. This Agreement seeks to ensure that the City and DOJ collaborate and engage community members and others to decrease the impacts of illegal dumping on minority communities.

- E. DOJ's investigation included: gathering information from Houston residents; interviewing City of Houston officials and employees; reviewing the policies, practices, procedures, and other documents and data from the City of Houston related to solid waste management; participating in an Environmental Justice listening session in Houston; reviewing video camera footage from illegal dumping investigations; analyzing the City of Houston's 311 data, including comparisons to census tract demographic data; and speaking extensively with representatives from the City. The investigation revealed that illegal dumping has been a historic, complex, persistent and pervasive problem in the City of Houston, as it is in many cities, a burden which has been experienced extensively by Black and Latino residents.
- F. On March 29, 2023, the City unveiled "One Clean Houston," a strategic plan to address illegal dumping. In doing so, the City explicitly recognized that illegal dumping is a pervasive problem that negatively impacts the health, safety, and quality of many communities throughout the City. The City also affirmed that the quality of life within city neighborhoods should not be compromised through the blights created by illegal dumping. The City has begun extensive efforts to address the problem through historic steps to combat illegal dumping and provide waste management services to residents across Houston.
- G. DOJ and the City (collectively, the Parties) have entered into this Agreement. This Agreement does not constitute an admission of noncompliance with Title VI by the City; nor does this Agreement constitute a finding of noncompliance by DOJ.

II. REQUIREMENTS

A. Policy and Structure

1. **Foundational Documents.** The Parties agree that this Agreement and the City's One Clean Houston plan are foundational to aiding the City in addressing the issue of illegal dumping.
2. **One Clean Houston Plan.** During DOJ's investigation, the City developed and began implementing the One Clean Houston plan (Attached). In March 2023, the City announced and publicized the One Clean Houston plan and began the process of procuring the resources needed to implement the plan. The plan, among other things, addresses illegal dumping by focusing on rapid cleanup, better enforcement and, prevention and education. The plan documents and formalizes the following measures across the City:
 - a. Increased funding for heavy trash, dumping and litter abatement;

- b. Improved efficiency of collection equipment;
- c. Attracting and retaining waste management employees;
- d. Expanding the Houston Police Department's Video Surveillance Program;
- e. Improved enforcement of Heavy Trash violations;
- f. Initiation of the Houston Police Department's Illegal Dumping Overtime Program;
- g. Increased efforts to facilitate and promote reporting of illegal dumping and violators;
- h. Improved partnerships with outside law enforcement and prosecutors and increased enforcement by the City;
- i. Targeting of major repeat property owner offenders;
- j. Improved access to neighborhood depositories;
- k. Establishing a dumpsite maintenance and control program; and
- l. Improved community engagement.

3. **One Clean Houston Coordination.**

- a. **One Clean Houston Coordinator.** Within 30 days of the Effective Date of this Agreement, the City will identify a senior-level position within the Mayor's Office or other appropriate City Department to serve as its One Clean Houston Coordinator and submit the proposed Coordinator's resume, other relevant background information, and anticipated duties to DOJ for review and approval. The One Clean Houston Coordinator will be responsible for implementing and coordinating all aspects of the City's compliance with this Agreement. The City will notify DOJ in advance of designating any other individual as the One Clean Houston Coordinator.
- b. **One Clean Houston Committee.** Within 60 days of the Effective Date of this Agreement, the One Clean Houston Coordinator will convene One Clean Houston Committee meetings (to be held at least quarterly) with representatives from Solid Waste Management Department, Public Works,

Department of Neighborhoods, Houston Police Department, Mayor's Office of Innovation, 311/Administration and Regulatory Affairs, and any other relevant personnel. The goal of these quarterly meetings is to ensure that the City has the resources and information necessary to implement the provisions of this Agreement and One Clean Houston.

4. **Additional Consideration.** In addition to the existing One Clean Houston plan, the City will evaluate and consider taking additional measures to address the following areas:
 - a. An enforcement and educational outreach plan to address commercial sources of illegal dumping;
 - b. Detailed planning regarding community outreach, including plans and goals for reaching communities which are not part of the Complete Communities program;
 - c. Additional strategies to address limitations and restrictions regarding the use of neighborhood depositories, including documentary requirements, materials accepted, and other challenges residents face in using depositories;
 - d. The City will explore the adoption of an ordinance that would require certain large residential construction or residential rehabilitation projects to obtain and maintain a dumpster on the project site; and
 - e. The City will explore the adoption of a permit fee related to solid waste management.

B. Training

1. DOJ shall provide a free yearly training on general requirements of Title VI to the City's Title VI Coordinator, Title VI Departmental liaisons, and other individuals of the City's choosing during the Monitoring Period, as defined below.
2. The City will evaluate its training needs under Title VI, which may include a review of Houston's existing Title VI plan and any training needs based on that plan.
3. DOJ shall provide a free yearly training on outreach to LEP communities to the City's Title VI Coordinator, Language Access Program Departmental Coordinators, and other individuals of the City's choosing during the Monitoring Period, as defined below.

C. Community Outreach

1. The City acknowledges that community residents play an important role in helping the City address illegal dumping by improving awareness of local regulations, reporting violators and illegal dumpsites to authorities, and aiding in community beautification efforts.
 - a. As part of its One Clean Houston plan, the City will engage with community groups, including, but not limited to, Super Neighborhood groups, civic clubs, the Mayor's Office of Complete Communities, departmental community liaisons, and other residents, community leaders, and agencies to expand illegal dumping education and neighborhood cleanup efforts, particularly in areas severely impacted by dumping.
 - b. DOJ will continue to facilitate expanded community engagement through collaborative meetings and community outreach.
2. The City is committed to strengthening its ties with its diverse limited English proficient (LEP) communities and will evaluate the language access needs of its residents to determine what language access resources need to be established, implemented, or strengthened to meaningfully communicate with LEP residents about One Clean Houston and other waste management policies. Within 180 days of the Effective Date of this Agreement, the City will develop a plan to inform and engage LEP communities and stakeholders about One Clean Houston and submit that plan to DOJ for review and comment. The City's plan will include targeted outreach to LEP communities to publicize One Clean Houston.

D. Tracking and Reporting

1. **Monitoring Period.** DOJ will monitor the City for a period of three years, starting from the date that this Agreement is signed by the Mayor of the City (the "Monitoring Period"). At the end of the Monitoring Period, the City's obligations hereunder as well as DOJ's monitoring of the City shall cease.
2. **311 Data.** The City maintains a comprehensive online Dashboard that it uses to track departmental performance. Within 90 days of the Effective Date and continuing through the Monitoring Period, the City will provide DOJ access to its online Dashboard to facilitate ongoing tracking and monitoring of the City's responses to illegal dumping and related service requests. The City will ensure the Dashboard permits data to be organized by neighborhood.

3. **Neighborhood Equity Dashboard.** The City has created and tested a Neighborhood Equity Dashboard to analyze its departmental performance across demographic groups. Within 90 days of the Effective Date and continuing through Monitoring Period, the City will reestablish its Neighborhood Equity Dashboard to analyze the City's responsiveness to 311 service requests across demographic groups and neighborhoods, including by race and national origin. The Neighborhood Equity Dashboard will be used to track the progress and implementation of One Clean Houston.
4. **Monitoring and Reporting.**
 - a. The City is in the process of developing and finalizing the One Clean Houston plan, including the details of the activities identified, such as community outreach, depository use expansion, and increased prosecutions. The City will provide DOJ with periodic written reports on the progress of One Clean Houston, including any updates and revisions. For the first twelve months after the Effective Date, the City will submit reports every two months, and for the remainder of the Monitoring Period the City will submit quarterly reports. DOJ will review each report and will provide timely feedback to the City.
 - b. During the Monitoring Period, the Parties will meet, either in person or by video conference, at least every six months, or more frequently upon the request of either Party, to discuss the City's progress in executing the Agreement, any problems encountered, and any recommendations for further improvement.

III. TERMS

A. General Terms

1. Each Party representative executing this Agreement certifies that they are authorized to enter into it, consent to its terms, and legally bind their party to it.
2. If any provision in this Agreement is found invalid, all other provisions remain valid.
3. The provisions in this Agreement are the entire agreement. No other statement or promise, written or oral, made by either party or its agents regarding the matters raised in this Agreement, that is not contained or referred to in this Agreement, will be enforceable. This Agreement may be amended only in writing.

4. Should the City need to modify this Agreement, the City will send DOJ a written request that includes a detailed explanation of why the modification is needed. DOJ will respond in a timely manner. DOJ must agree in writing before a modification may occur. DOJ will not unreasonably withhold approval.
5. The City will not intimidate, threaten, coerce, discriminate, or take other adverse action against any individual who has made a complaint, testified, assisted, or participated in any manner in this Title VI investigation.
6. This Agreement does not prohibit any individual from pursuing a Title VI complaint, or any other action allowed by law, against the City. This Agreement does not affect DOJ's ability to investigate or act on any allegations of Title VI violations beyond those included in this matter.
7. The City will ensure that any written materials disseminated to the general public are written in plain language and accessible to persons with communication disabilities and individuals with limited English proficiency.

B. Enforcement Terms

1. If the City, despite good faith efforts, anticipates that it will be unable to meet any deadline set forth in this Agreement, it will timely notify DOJ of the delay and the reason for it. The Parties will negotiate in good faith to agree to a reasonable adjusted timeline.
2. If, during the course of this Agreement, DOJ determines that the City has not complied with the terms of the Agreement, DOJ will provide the City written notice of the noncompliance and the Parties will attempt to resolve the issue(s) in good faith.
3. If DOJ determines during the Monitoring Period that the City has not complied in good faith with the terms of this Agreement, DOJ will resume its investigation of the City's response to illegal dumping under Title VI and take additional steps to achieve compliance per 28 C.F.R. § 42.107(d).

For the City of Houston:

ATTEST/SEAL:



City Secretary

CITY OF HOUSTON, TEXAS

Signed by:



Mayor

Date Signed: June 5, 2023

COUNTERSIGNED BY:



City Controller

DATE COUNTERSIGNED:

06-06-23

**For the United States
Department of Justice**


Date: June 5, 2023

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