

Memorandum



DATE: April 2, 2010

TO: Members of the Public Safety Committee

SUBJECT: Authorization of Memorandum of Understanding with Texas Department of Transportation

The Dallas Police Department (DPD) seeks to enter into a Memorandum of Understanding with the Department of Transportation (TXDOT) in connection with the Department's Criminal Trespass Agreement Initiative.

The City of Dallas has begun a coordinated effort in the enforcement of the offense of Criminal Trespass. This effort was in response to citizen complaints regarding trespassing in locations that were vacant or where owners/managers of properties were not readily available to officers investigating the offense. Criminal Trespass offenses frequently result in vandalism and other criminal activity at the targeted property. TXDOT manages and controls highway bridge and overpass locations which the Police Department responds to in the investigation of these incidents. This agreement only applies to bridge and overpass locations within the City of Dallas.

This Memorandum of Understanding allows the Police Department to work in behalf of TXDOT. DPD will identify TXDOT locations receiving frequent complaints and will request these properties be posted with "No Trespassing" signs in a prominent location. Officers responding to complaints on properties controlled by TXDOT will identify subjects found there. If officers are unable to verify the subject's permission to be on TXDOT property the officer will verbally warn the subject and request he vacate the property. This will be documented by the officer in an incident report.


Officers responding to locations where the property has been posted and the subject has received documented warning may then arrest the subject for Criminal Trespass.

- 1) This MOU establishes and delineates the purpose and structure of a Criminal Trespass Agreement between the two agencies.
- 2) The purpose of this MOU is to formalize the relationship between the participating agencies with regard to investigative and administrative responsibilities and media relations in order to maximize interagency cooperation.
- 3) This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third

party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

- 4) This MOU supersedes all other agreements between the Texas Department of Transportation and the separate patrol divisions of the Dallas Police Department relating to Criminal Trespass. All TXDOT property within the City of Dallas is covered by this agreement.
- 5) This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding. The parties expressly acknowledge that the agreement in no way implies an obligation of the expenditure of funds.

The Police Department seeks the support of the Public Safety Committee as the Memorandum of Understanding will be referred to the full Dallas City Council for approval on April 14, 2010.

A handwritten signature in black ink, appearing to read "Ryan S. Evans", with a long horizontal line extending to the right.

Ryan S. Evans
First Assistant City Manager