

**MEMORANDUM OF UNDERSTANDING  
AMONG THE  
MARITIME ADMINISTRATION,  
THE KINGS POINT POLICE DEPARTMENT,  
THE NASSAU COUNTY POLICE DEPARTMENT, THE NEW YORK  
STATE OFFICE  
OF THE ATTORNEY GENERAL, AND  
THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE  
REGARDING RESPONSE TO, INVESTIGATION OF, AND  
PROSECUTION OF  
CERTAIN CRIMES ALLEGED TO HAVE OCCURRED ON THE  
GROUNDS OF THE  
UNITED STATES MERCHANT MARINE ACADEMY**

**1. PURPOSE**

- a. The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperation and mutual support among the Maritime Administration, United States Department of Transportation (MARAD), the Kings Point Police Department (KPPD), the Nassau County Police Department (NCPD), the New York State Office of the Attorney General (OAG), and the Nassau County District Attorney's Office (NCDA), with regard to the response to, investigation of, and prosecution of felony and misdemeanor crimes at the United States Merchant Marine Academy (USMMA).
- b. By a notice executed on July 6, 2022, the Federal Government partially relinquished to the State of New York (the State), criminal jurisdiction on certain felony and misdemeanor crimes alleged to have occurred on the grounds of the USMMA, which the State accepted in accordance with N.Y. State § 38 on September 23, 2022. As a result, the Federal Government and the State have concurrent criminal jurisdiction throughout the USMMA and its facilities.
- c. In light of the extension of concurrent criminal jurisdiction, by this MOU, the parties set forth responsibilities of Federal agencies, the KPPD, the NCPD, the OAG, and the NCDA for the response to, investigation of, and prosecution of felony and misdemeanor crimes alleged to have occurred on the grounds of the USMMA. Additionally, this MOU establishes guidelines to deconflict operations and enhance communication and coordination between Federal agencies, the KPRD, the NGRD, the OAG, and the NGDA.

## **2. DEFINITIONS:**

- a. **DEPARTMENT OF PUBLIC SAFETY. (DES):** This term refers to the United States Merchant Marine Academy Department of Public Safety, which is made up of a Director, a Public Safety Officer, Public Safety Assistants and Contract Security Guards.
- b. **FAMILY OFFENSE MATTERS,** as set forth in New York State Criminal Procedure Law Section 530.11(1) for State offenses, and **DOMESTIC ASSAULT,** as defined in Title 18, United States Code, Section 117(6), for Federal offenses.
- c. **FELONIES:** As defined in the New York Penal Law Section 10.00 for State offenses and Title 18, United States Code, Part I, for Federal offenses.
- d. **KINGS POINT POLICE DEPARTMENT (KPPD):** This term refers to all divisions within the Kings Point Police Department and any divisions that may be hereafter created.
- e. **MISDEMEANORS:** As defined in the New York Penal Law Section 10.00 for State offenses and Title 18, United States Code, Part I, for Federal offenses.
- f. **NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE (NCDA):** This term refers to all divisions within the Nassau County District Attorney's Office and any divisions that may be hereafter created.
- g. **NASSAU COUNTY POLICE DEPARTMENT (NCPD):** This term refers to all divisions within the Nassau County Police Department and any divisions that may be hereafter created.
- h. **NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL (OAG):** This term refers to all divisions within the New York State Office of the Attorney General and any divisions that may be hereafter created.
- i. **OFFICE OF CHIEF COUNSEL (OCC):** This term refers to the United States Department of Transportation Maritime Administration's Office of Chief Counsel, which is made up of the Chief Counsel, Deputy Chief Counsel, and other attorneys and staff, including Counsel and Assistant Counsel to the Academy.

- j. **PERSONS AFFILIATED WITH USMMA:** This term refers to all Academy personnel, including students, staff, faculty, and personnel of tenant agencies, whether Federal employees, military personnel, or contractors and their employees.
- k. **UNITED STATES MERCHANT MARINE ACADEMY (USMMA):** This term refers to all property titled by the. United States for. the benefit of the United States Merchant Marine Academy.
- l. **USMMA GROUNDS:** The metes and bounds of the USMMA located in Kings Point, New. York, as described.in Attachment I, including all facilities located thereon.

### **3. RESPONSIBILITIES AND INFORMATION SHARING:**

a. MARAD will:

- 1) Make arrangements for Federal agencies to provide the KPPD, the NCPD, the OAG, and the NCDA with contact information for personnel authorized to request or receive reports on any known person affiliated with USMMA.
- 2) When appropriate, make arrangements for Federal agencies to conduct joint investigations with the KPPD, the NCPD, the O.G, and the NCDA for incidents involving persons affiliated with USMMA.
- 3) When appropriate, make arrangements for Federal agencies to share information with the KPPD, the NCPD, the OAG, and the NCDA during the course of a joint investigation.
- 4) Designate USMMA personnel to act as liaisons to the KPPD, the NCPD and the OAG, NCDA and Federal agencies.
- 5) Upon request and as permitted by law, provide access to relevant documents and investigatory materials the USMMA controls and maintains to the KPPD, the NCPD, the OAG, and the NCDA.
- 6) Upon request and as permitted by law, provide an appropriate venue for conducting interviews of persons affiliated with the USMMA.

b. The KPPD, the NCPD and the NCDA will:

- 1) Provide updates to the USMMA Points of Contact regarding the investigation of any crimes committed on USMMA grounds, and/or custody or investigation of any person affiliated with USMMA.
- 2) Upon a Federal agency's request by personnel designated in writing, provide reports on any person affiliated with USMMA.
- 3) When appropriate, conduct joint investigations with Federal agencies for incidents involving persons affiliated with USMMA.

#### **4. RESPONSIBILITIES FOR DIFFERENT TYPES OF OFFENSES:**

- a. "Federal agencies shall have responsibility for prosecuting offenses alleged to have been committed on USMMA grounds with the following exceptions and clarifications:
  - 1) Misdemeanors: The NCPD and the NCDA will have primary responsibility for responding to, investigating, and prosecuting misdemeanors related to sexual assault, stalking, and relationship violence which occur on USMMA grounds.
  - 2) Felonies: The NCPD and the NCDA will have primary responsibility for responding to, investigating, and prosecuting felonies committed on USMMA grounds, including but not limited to sexual assault, stalking, and relationship violence, and with the exception of national security related crimes and crimes against the Federal government.
  - 3) For those crimes over which the NCPD and the NCDA have primary responsibility for response, investigation and prosecution, the Federal Government will not conduct investigations or prosecutions unless there is a significant Federal interest, and, in such cases, will do so in coordination with NCPD and the NCDA.
  - 4) In the event that the NCDA has a conflict of interest or other impediment to investigating and/or prosecuting the matters for which the NCDA is listed as having primary responsibility, and the OAG obtains or otherwise has jurisdiction over those matters, the OAG will assume the investigative and/or prosecutorial role. In those circumstances, all the rights and responsibilities of the NCDA under this MOU will be the rights and responsibilities of the OAG.
- b. Absent extraordinary or exigent circumstances, MARAD and/or the USMMA Points) of Contact shall notify the NCPD and the NCDA Points) of

Contact of allegations of offenses which fall under sections 4(a)(1-4) as soon as reasonably practicable but no later than one hour after receiving an unrestricted report for which the complainant has requested that law enforcement be notified, in order to facilitate a coordinated response and pre-arrest investigation for those offenses which the NCPD and the NDA will have primary responsibility for investigating and prosecuting.

- 1) Restricted reports. Neither an administrative or criminal investigation will be conducted when a sexual assault survivor submits a restricted report to USMMA to confidentially disclose the details of their assault. Survivors who initially elect to make a restricted report can, at any time, unrestrict their report and an administrative investigation will be undertaken. If, in such a case, the survivor requests that law enforcement be notified, (MARAD and or USMMA Points) of Contact shall promptly notify the NCPD and the NCDA. (Points) of Contact.
  - 2) When the NCPD and the NCDA have been notified, and at their request, USMMA may agree to defer its administrative investigation until after the initial stages of a criminal investigation.
- c. If the NEPD declines to investigate situations where NCPD is listed as having primary responsibility, Federal agencies will assume the investigative role. However, nothing stated herein shall limit the ability of all parties involved to respond to emergency situations as appropriate.
- d. Emergency Response and Specialized Teams: The NCPD will have primary responsibility to respond, contain, and resolve any incident that goes beyond the capabilities of Federal law enforcement agencies until such time as the NCPD is fully relieved by Federal tactical personnel, including but not limited to, deploying a Special Weapons and Tactics Team (SWAT), a Hostage/Crisis Negotiation Team (HNT) and an Explosive Ordnance Disposal (BOD) team.
- 1) The NCPD SWAT, HNT and EOD will be under the operational command of the NCPD command personnel at all times.
  - 2) DPS will provide the immediate response in these situations until relieved by the NCPD. During incidents that require establishing an Incident Command System, DPS will initiate the System. Upon arrival of NCPD first responders, a Unified Command structure will be established to effectively manage emergency incidents.

- 3) The USMMA will assist in providing training venues on USMMA grounds as necessary to ensure effective response of the NCPD, including the NCPD specialized teams.
- e. If the NCDA declines to prosecute alleged offenses for which the NCDA is listed as having primary responsibility, Federal agencies may assume the prosecutorial role.
- f. Nothing in this MOU shall limit the ability of the parties to conduct coordinated investigations or activities as deemed appropriate by the parties.
- g. In the event the Academy requires a police response to an incident on campus, it will initially call the KPPD. If the KPPD does not affirmatively state that it will respond, the Academy will contact the NCPD for assistance.
- h. Nothing in this Agreement shall be construed to change the current police jurisdiction between the Village of Kings Point and the County of Nassau and costs to police the same.

## **5. CRIMINAL DISCOVERY OBLIGATIONS**

- a. MARAD, DPS, and the designated USMMA liaisons will provide to the NCDA, upon receipt of a subpoena and subject to their legal obligations under the Family Educational Rights and Privacy Act (FERPA), all automatic discovery, as enumerated in New York State Criminal Procedure Law Section 245.20, and on an ongoing basis; and
- b. MARAD, DPS, and the designated USMMA: liaisons acknowledge that-the NGDA is obligated, pursuant to New York State Criminal Procedure Law Article 245, to provide all automatic discovery within 20 calendar days after the arraignment of an in-custody defendant and within 35 days after the arraignment of a defendant not in custody.

## **6. POINTS OF CONTACT:**

The following points of contact will be used by the parties to communicate regarding the implementation of this MOU. Each party may change its point of contact upon reasonable notice to the other party.

- a. For Administrative Matters:

- i. For USMMA: Counsel to the Academy, (516) 726-5661 (office); (516) 493-2154 (cell)
  - ii. For KPPD: Chief of Police, (516) 482-1000
  - iii. For NCDA: Chief Assistant District Attorney, (516) 571-3573 (office), (516) 462-1189 (cell)
  - iv. For OAG: Counsel to the Criminal Justice Division, (212) 416-6676
  - v. For NCPD: Legal Bureau, (516) 573-7210
- b. For Implementation:
- i. For USMMA:
    - a. Director of Public Safety, (516) 726-5846 (office); (516) 497-2111 (cell)
    - b. Assistant Counsel to the Academy/Special Victim Advisor, (516) 726-5601 (office); (516) 243-2226 (cell)
  - ii. For KPPD: Chief of Police, (516) 482-1000
  - iii. For NCDA: Special Victims Bureau (516) 571-1266 (09:00 to 17:00), (516) 493-1928 (17:00 to 09:00, to request SVB on-call ADA)
  - iv. For NCPD: Sixth Precinct Desk Officer, (516) 573-6630
  - v. For OAG: Counsel to the Criminal Justice Division, (212) 416-6676

## **7. AGREEMENT AND ADMINISTRATION:**

- a. This MOU supersedes all previous agreements between Federal agencies, the KPPD, the NOPD; the OAO, and the NODA related to this MOU. This MOU is intended only to outline primary responsibilities. Nothing in this MOU shall be construed to prevent or prohibit variance from its terms on a case-by-case basis based on the sound judgment of all parties and the circumstances of the situation at hand. Personnel shall remain subject to their respective agencies' policies and procedures.
- b. This MOU is effective upon signing by all representatives from USMMA, the KPPD, the NCPD, the OAG, and the NCDA, and shall remain in effect until specifically terminated by one of the parties to this MOU with ninety (90) days' written notice to the other party. This MOU will be reviewed bi-

annually by all parties. This MOU may only be modified by the written agreement of the parties, duly signed by their authorized representatives.

- c. Personnel from USMMA, the KPPD, the NCPD, the OAG, and the CDA shall meet as necessary and appropriate to discuss open cases involving any person affiliated with USMMA or others with whom the USMMA has an interest with respect to the safety and security of USMMA.

### **Maritime Administration**

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Ann C. Phillips  
Maritime Administrator  
Date: 10/19/2022

### **Nassau County Police Department**

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Patrick J. Ryder  
Commissioner of Police  
Date: 10/18/2022

### **New York State Office of the Attorney General**

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Stacy Aronowitz  
Counsel to the Criminal Justice Division  
Date: 9/30/2022

### **Kings Point Police Department**

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Kouros Torkan



Mayor, Village of Kings Point  
Date: 10/13/2022

**Nassau County District Attorney's Office**

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Monica J. Hickey-Martin  
Chief Assistant District Attorney  
Date: 10/4/2022