

Memorandum of Understanding

Between

Amsterdam Police Department

and

Montgomery County Sheriff's Office

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Amsterdam Police Department and the Montgomery County Sheriff's Office to use the services of the Amsterdam Police Department's Polygraph Expert.

1. Background

- a. Occasionally during the investigation of a complaint brought or discovered by a law enforcement entity, and when in the course of an employee background investigation, it may become useful or necessary to have the suspect or prospective employee interviewed by an expert in the use of a Polygraph Machine.

2. Purpose

- a. The Amsterdam Police Department shall conduct a polygraph evaluation using their equipment and Polygraph Expert at the request of the Montgomery County Sheriff's Office under the following circumstances:
 1. A criminal investigation yields that it may be beneficial to evaluate a suspect or individual named in the investigation, except those that are:
 - a. Intoxicated;
 - b. Mentally Ill;
 - c. A juvenile without parental permission;
 - d. The operator feels it would not be beneficial to the investigation.
 2. A Potential employee wherein the Sheriff's Office feels the Polygraph interview would be beneficial to the Background Investigation.

3. Funding

- a. This service shall be provided at no cost to the Montgomery County Sheriff's Office.

4. Term

- a. This MOU may be modified in writing by mutual consent of the authorized officials from the Amsterdam Police Department and the Montgomery County Sheriff's Office.
- b. Either agency can terminate this MOU without reason by notification to the other agency with thirty (30) days notice.

5. Insurance and Liability

- a. The parties shall proceed on a self-insured basis.

6. Agency:

- a. This agreement in no way establishes an agency relationship between the parties. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

7. Hold harmless:

- a. The Amsterdam Police Department and the Montgomery County Sheriff's Office shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit, or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party including its agents, servants, contractors or employees.

8. Indemnification:

- a. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice to commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense thereof. The indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof.

9. Assignment:

- a. This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed pursuant to General Municipal Law §119-o, signed and acknowledged by the authorized officers and/or representatives of the parties. The terms of this Agreement shall be binding upon the successors, heirs and the assigns of the parties hereto, in the event of approved assignment.

10. Counterparts:

- a. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Contact Information

Amsterdam Police Department

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Montgomery County Sheriff's Office

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Sheriff
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_____ Date:
Chief of Police, Amsterdam Police Department

_____ Date:
Sheriff, Montgomery County

_____ Date:
County Executive, Montgomery County