




Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

MEMO

To: Jesse Bacon, Superintendent

From: Sarah Smith, Director of Safe Schools 

Date: Thursday, July 15, 2021

Re: K9 Drug Prevention Services, Discrete Detection Services

This memorandum of agreement is for board approval for the partnership between Bullitt County Public Schools and Discrete Detection K9 Services. The company has provided many years of service to BCPS. The drug dog program was originally established and provided by local funding from Bullitt County Fiscal Court and through the Drug Free Communities Grant many years ago. Fortunately, state funding for safe schools has increased, therefore, allowing sustainable drug prevention efforts.

Drug use and abuse is a barrier to learning and to success in life. The drug prevention program will continue to focus on prevention not punishment so that students can be healthy and productive.

Your consent and approval is greatly appreciated as this funding assists Bullitt County Public Schools to continue prevention efforts as well as break down barriers for students to achieve success in school and in life. Joe Mills, Buckman and Farris, has reviewed this agreement.

Attached: MOU for 2019-2020 School Year
Certificate of Liability Insurance

cc: Adreinne Usher, Assistant Superintendent for Student Learning


7.15.21



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

Memorandum of Agreement Bullitt County Public Schools and Discreet Detection K9 Services

* * * * *

This Memorandum of Agreement shall be between Discreet Detection K9 Services and Bullitt County Public Schools from August 1, 2021 through June 30, 2022. This Agreement relates to canine search services to be provided by Discreet Detection K9 Services to Bullitt County Public Schools for drug prevention and detection of contraband.

Funding for services by Discreet Detection K9 Services to Bullitt County Public Schools (hereinafter "BCPS") is being provided through a state grant. BCPS may terminate this Agreement if the state grant (or funds) is not appropriated or otherwise not available for the purpose of funding this Agreement.

Duties of BCPS:

1. BCPS agrees to schedule all facility searches through its Safe Schools Director.
2. The school principal or designee shall be informed when the canine arrives at the facility/location to be searched. The searches will be conducted in compliance with relevant current law, BCPS policy and the most current Student Handbook provisions.
3. BCPS shall compensate Discreet Detection K9 Services for its services consistent with fee schedule attached to this Agreement as "Exhibit A".

Duties of MC Consultants:

1. Discreet Detection K9 Services shall provide to BCPS all required certifications and insurance verification for the canine services. General liability insurance shall be obtained in the amount of \$1,000,000.00 by Discreet Detection K9 Services naming BCPS as an additional insured.
2. Discreet Detection K9 Services shall guarantee that every canine used for school searches possesses the requisite certifications and training required by law.
3. Discreet Detection K9 Services shall guarantee that every canine handler used for school searches possesses the requisite certifications and training required by law.
4. Discreet Detection K9 Services shall work directly with the BCPS Safe Schools Director to schedule regular impromptu inspections of school district buildings and facilities.
5. The canine handler in charge shall communicate search results to the Safe Schools Director promptly.
6. The canine handler in charge shall be reasonably familiar with search and seizure related case law and statutes. Discreet Detection K9 Services and its agents and employees shall review relevant

BCPS policy and the most current student handbook, both of which, can be found online at BCPS' website.

7. Discreet Detection K9 Services agrees to assume responsibility of all liability caused by its agents and employees and liability caused by or associated with the use and care of their canines and to indemnify, save and hold harmless BCPS, its agents, board and employees from any and all liability or damages.
8. When requested by BCPS, agents or employees of Discreet Detection K9 Services shall testify in any disciplinary hearing or official proceeding. Discreet Detection K-9 Services' fee for this will be the same as a school search.
9. Discreet Detection K9 Services agrees to adhere to State and Federal privacy requirements, unless requested to release information by lawful subpoena or court order.
10. When conducting searches, Discreet Detection K9 Services will adhere to state and federal law, the most current Bullitt County Code of Student Behavior and Discipline, BCPS Policy and specifically, but not limited to, the following conditions:
 - a. The Principal or the Principal's designee shall be present during all searches;
 - b. All dogs shall be on a leash and shall not be allowed to come in close proximity to any student;
 - c. No student shall be in the vicinity of the site being checked by dogs; and,
 - d. When classrooms are being checked with trained dogs, students will be removed from the classroom before the search commences.

** ** *

Reviewed and agreed to by:

Jesse Bacon, Superintendent, Bullitt County Public Schools

Date

Deborah Atherton, Bullitt County Board of Education

Date

Ron Moser, Discreet Detection K9 Services

Date

Discreet Detection K-9 Services

A Division of Moser Corporation

P. O. Box 14112

Louisville, KY 40214

(502) 291-0096

Email ddk9s@twc.com

website www.discreetk-9.com

Proposal for 2021-2022 School Year

Date: July 4, 2021

Submitted To: Ms. Sarah Smith, Safe and Drug Free Schools Coordinator
Bullitt County Public Schools

We hereby submit the following proposal for:

Scheduled searches of school lockers, common areas, applicable classrooms and students' vehicles if needed for the detection of marijuana, cocaine, heroin, methamphetamine and K-2 Spice using a well-trained, non-threatening narcotics detection dog. A report will be sent after each search.

This service will be repeated as requested during the 2021-2022 school year at the high schools and middle schools. The charge will be \$275.00 to search a high school and \$225.00 to search a middle school. Invoices due 30 days from invoice date.

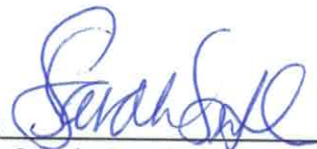
Ron Moser, President
Discreet Detection K-9 Services

Acceptance of Contract

The above service, terms, and price are satisfactory and are hereby accepted. You are authorized to perform this service as needed. Payment will be made as outlined above.

Date of Acceptance 7/15/21

Signature



Sarah Smith



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Nicholson & Associates Ins LLC
1802 Black Lake Blvd SW #301
Olympia, WA 98512

CONTACT NAME: Nikole Keka
PHONE (A/C, No, Ext): (360)352-8444 FAX (A/C, No): (360)943-9712
E-MAIL ADDRESS: nikole@nichinsure.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Moser Corporation
DBA Discreet Detection Canine Services
331 E Esplanade Ave
Louisville, KY 40214

COVERAGES

CERTIFICATE NUMBER: 00002406-132109

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2210884	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bullitt County Board of Education is included as additional insured as their interest may appear when required by written contract.

CERTIFICATE HOLDER

Bullitt County Board of Education
Attn: Ms. Sarah Smith
1040 Highway 44 East
Shepherdsville, KY 40165

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(NNK)