

K-9 Handler Care, Maintenance, and Training Compensation Agreement

This Agreement is entered into by and between **The Village of North Baltimore** ("Village") and **Kelley Jo Foor**, a sworn police officer and assigned K-9 handler ("Handler").

1. Purpose

The purpose of this Agreement is to establish a fair and mutually agreed-upon method of compensating the Handler for required off-duty care, maintenance, and training of the assigned police service canine ("K-9"), in compliance with the Fair Labor Standards Act (FLSA), while recognizing the operational and fiscal needs of the Village.

2. Acknowledgment of K-9 Duties

The Village acknowledges that the Handler is required to perform regular off-duty duties related to the assigned K-9, including but not limited to:

Daily care and maintenance (feeding, grooming, exercising, kennel cleaning, and general welfare);

Ongoing K-9 training and proficiency maintenance, including obedience, deployment skills, and conditioning necessary to maintain operational readiness.

These duties are integral and indispensable to the Handler's law enforcement responsibilities.

3. FLSA Compliance

The parties acknowledge that time spent performing required K-9 care, maintenance, and training may constitute compensable work time under the Fair Labor Standards Act. The Village and the Handler agree that compensation for such time may be provided through a mutually agreed-upon arrangement, including non-monetary and monetary compensation, provided the agreement is reasonable, voluntary, documented, and mutually accepted.

4. Compensation Agreement

For off-duty care, maintenance, and training, the Village agrees to provide the Handler with the following non-monetary and monetary compensation:

Assignment of a take-home K-9 patrol vehicle ("K-9 Cruiser");

Authorization for the Handler to store the K-9 Cruiser at the Handler's residence;

Authorization to use the K-9 Cruiser for commuting directly between the Handler's

residence and duty assignments, K-9 training, call-outs, and other K-9 related responsibilities.

The parties agree that such K-9 care maintenance shall require and be limited to two (2) hours weekly, which shall be compensable as straight time by the Village.

Agrees to pay the Handler 50 cents more per hour while working as compensation for care and maintenance of the canine for a rate of pay to be \$25.00 per hour.

Agrees to pay the Handler for two 8 hour shifts for Canine training per month with BARK (Buckeye Area Regional Canine Group).

The Village will also be responsible for gas and oil changes of the K-9 Cruiser. In the event that the Handler separates employment from the Village for any reason, the K-9 Cruiser will be returned to the Village, and the K-9 will be relinquished to the Handler for keeping for the price of \$1.00.

5. Scope of Training Covered

This Agreement applies to routine and ongoing K-9 training necessary to maintain certification, proficiency, and readiness of the assigned K-9.

This Agreement does not apply to:

Mandatory training conducted during scheduled duty hours;

Specialized, extended, or out-of-town training assignments expressly ordered by the Village and designated as paid work time.

6. Voluntary and Fair Agreement

The Handler affirms that this Agreement is entered into voluntarily, without coercion, and is considered fair and acceptable compensation for required off-duty K-9 care, maintenance, and routine training.

7. No Waive of Other Rights

Nothing in this Agreement shall be construed as a waiver of the Handler's rights under the FLSA or applicable law for duties outside the scope of routine K-9 care, maintenance, and training, including but not limited to overtime, court appearance, emergency call-outs, or other compensable work as defined by law or collective bargaining agreements, if applicable.

8. Review and Modification

This Agreement may be reviewed, modified, or terminated by mutual written consent of both parties, with 30 days notice or upon a material change in assignment, duties, or applicable law.

9. Entire Agreement

This document represents the entire understanding between the parties regarding compensation for K-9 care, maintenance, and training and supersedes any prior verbal or informal understanding on this subject. Any agreements or contracts previously signed become null and void upon signing of this agreement.

Village of North Baltimore

By: _____

Name/Title: _____

Date: _____

K-9 Handler

Signature: _____

Printed Name: _____

Date: _____