

MEMORANDUM OF UNDERSTANDING

WASHINGTON TRAFFIC SAFETY COMMISSION
621 8th Ave SE, Suite 409, PO Box 40944, Olympia WA 98504-0944

THIS AGREEMENT is made and entered into by and between:

EVERETT POLICE DEPARTMENT

(Agency Name)

Hereinafter referred to as “CONTRACTOR” and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as “WTSC.”

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies who have certified Drug Recognition Experts (DRE) to conduct the following activities:

- **Respond in person** to the allied agency requests for DRE assessments when no on-duty DRE is available. Phone calls are not considered a “response” to an agency request and therefore overtime cannot be incurred.
- Cover shift extension ‘overtime’ when completing a DRE assessment and report.
- Court testimony resulting from performing DRE assessments/report associated call outs and shift extensions when overtime is required. (This MOU and associated grant funding do not cover overtime costs incurred from cases/arrests made during normal employment or assignment.)
- On an overtime basis, participate in duties as a DRE during emphasis patrols (when no HVE funding is available), allied agency DRE-related requests, or other DRE programs such as teaching and training deemed necessary and pre-approved by the Washington State DRE Coordinator between **July 1, 2025, through June 30, 2027.**

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. All contractor DREs will be available for callout by Washington State Patrol (WSP) communications in their individual regions. **WSP Communications will be notified of the DRE’s availability when that DRE signs into regular duty with their respective allied agency.** As part of this agreement, contractor DREs are responsible for ensuring the Drug Evaluation Classification (DEC) Program has their correct contact information for use in the DRE callout system.
2. Contractor will provide a certified DRE on an “overtime” basis (**not to exceed 1.5 times contracted salary and allowable benefits, even during paid holiday**) to perform DRE activities as specified. No other commissioned personnel will be funded.
3. WTSC will pay minimum overtime hours per individual agency’s Collective Bargaining Agreement (CBA).
4. The period of activity will begin on July 1, 2025 and extend through June 30, 2027.
5. Drug evaluation performance standards for certified and funded DREs must meet the standards of the International Association of Chiefs of Police (IACP).
6. DREs will maintain good standing with DEC Program, i.e. paperwork, rolling logs, and resumes. (Contractor and DRE will be notified by the DEC Program if DRE is not eligible for availability and removed from WSP roster -30-day notice given.)
7. Either party may terminate this agreement upon (30 days) written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

8. WTSC Termination – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any pre-approved changes in the scope or timing of the project.
9. The WTSC will monitor and track the availability of DRE Callout funds.

FISCAL RESPONSIBILITY:

1. The CONTRACTOR will seek prior written approval from the WTSC for any single invoice for DRE overtime activities projected to exceed \$3,000.
2. **Effective July 1, 2025, all contractors invoicing and supporting documentation must be submitted through the WEMS invoicing system.** Training and additional information on this process are available upon request from WTSC. Invoices must be submitted **no more than 30 days after the last day of the month in which overtime is worked.** Invoicing and supporting documents submitted later than the 30-day deadline will not normally be considered for payment but may be considered on a case-by-case basis. The contractor must ensure that any reimbursement being requested is only for call-out and shift extension overtime. The CONTRACTOR will NOT seek reimbursement for on-duty time.

Invoicing will include:

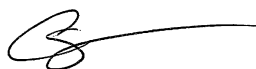
- A complete and signed invoice Voucher, A19 Form that includes the contracting agency identified as the “Claimant”, Federal Tax ID #, agency Statewide vendor # (SWV#) and an original signature of the supervising officer or payroll/finance.
- Payment documentation including overtime slips, payroll records, timekeeping reports, receipts, and any other supporting financial documentation.
- DRE Request Form showing all pertinent information. For court cases, include proof with the A-19 that the payment relates to a prior MOU overtime agreement.
- Failure to submit complete documentation or use the WEMS invoicing system may result in delayed processing or payment of invoices.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

APPROVED/DISAPPROVED

City of Everett		<i>Penny Rarick</i>	06/05/2025
Everett Police Department	6/4/2025		
(Agency)	(Date)	Washington Traffic Safety Commission	(Date)

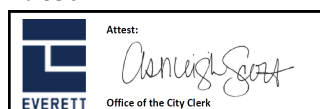
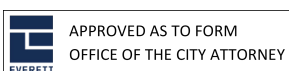
MAYOR CASSIE FRANKLIN
Contracting Agent Title & NAME (print/type name)

 06/05/2025
(Signature)

Please return this signed form by email to:

Penny Rarick
prarick@wtsc.wa.gov

Washington Traffic Safety Commission
Attn: Penny Rarick
PO Box 40944 Olympia, WA 98504














WTSC 2025-2027 DRE MOU_2025-06-04_SD

Final Audit Report

2025-06-05

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