



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

Department	Louisville Metro Police Department	Department Contact	Lisa Jarrett
Contact Email	lisa.jarrett@louisvilleky.gov	Contact Phone	502-574-1506

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	09/20/2021	06/30/2022		

**VENDOR INFORMATION**

Vendor Legal Name	Shawn Marie Herron				
DBA	Shawn Marie Herron				
Point of Contact	Shawn Marie Herron	Email	smherronjd@gmail.com		
Street	3831 Northwestern Pwy				
Suite/Floor/Apt		Phone	5025581207		
City	Louisville	State	Ky	Zip Code	40212
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	<b>\$30,000</b>		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant	Federal Granting Agency				
Other	Describe:				
Account Code String #	1101	305	2539	253939	521301
Payment Rate	\$50.00	per hour		per day	per service
		per month		Other	
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



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**CONTRACT SCOPE and PURPOSE** (Attach additional documentation if necessary)

**Amendments:** Describe the circumstances under which a time extension or scope change is needed.

**New:** Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.


Shawn Herron will work at the Louisville Training Academy as a Legal Instructor. She will teach legal courses, review curriculum, lesson plans and outlines for all outside legal instructors as well as review training materials to ensure their compliance with legal requirements.

**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

The position of Legal Instructor at LMPD requires specialized skills and knowledge. The individual must be in good standing with the Kentucky Bar Association and have particularized knowledge of law as it pertains to law enforcement. Ms. Herron has approximately 20 years of experience as a legal instructor for the Kentucky Department of Criminal Justice Training.

**AUTHORIZATIONS:** Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director ERIK SAJELAS  2021

Signature ERIK SAJELAS

Purchasing Director Joel Neaveill Date 9/24/2021

Signature 84B46603FB3A42D...

Joel Neaveill

## Shawn Marie Herron



- EDUCATION:** J.D., 1990, Brandeis School of Law,  
B.A., 1981, University of Louisville (English)
- BAR ADMISSIONS:** Commonwealth of Kentucky, 1991  
U.S. District Court, (W.D., Ky) 1993
- CERTIFICATIONS** Police Instructor, Kentucky  
Certified Public Manager (American Association of  
Certified Public Managers)  
Police Instructor in Problem Based Learning (Center  
for Advanced Public Safety Research, Police  
Society for Problem Based Learning)
- RECOGNITIONS** Master Trainer (FEMA)  
Instructor, Ky Emergency Management Agency  
Amateur Radio Operator, Technician-No Code Class  
(KY4SMH)  
Emergency Medical Responder (KBEMS)  
Advanced Professional Development Series (FEMA)  
Master Continuity Practitioner (FEMA)  
Instructional Design Certificate (FEMA)
- AWARDS:** Askew Award, 2005 (American Society of Certified  
Public Managers, Kentucky)  
NIMS Smart Practices 2/6/2006 (team) (FEMA)  
NIMCAST Award 8/16/2005 (team) (U.S. Dept. of  
Homeland Security)  
Leadership Award, 2010 (MetroSafe)  
Best Magazine, 2013 (team) (National Association of  
Government Communicators)  
Support Staff of the Year, 2014 (KyEM)
- SPECIAL PROJECTS:** Goals for Greater Louisville, Public Safety Committee,  
(1991-92)  
"Blue Pages" Project, City of Louisville, Citywork  
Project (1996) (received Vice-Presidential  
Commendation for Efficiency in Government)

National Incident Management Compliance  
Assessment Support Tool (NIMCAST)  
Statewide Education Effort (May-June, 2005)  
FEMA Master Trainer Program Analysis Committee,  
Emmitsburg, Maryland (May, 2010)

**EMPLOYMENT:**

**2021-Present**

First Aid Support Team (part-time)  
American Red Cross

- Event Support

**2018-Present**

Author (non-fiction, local history)

**1999-2019**

**RETIRED**

Staff Attorney III (Instructor)  
Commonwealth of Kentucky, Dept. of Criminal Justice  
Training  
Richmond, Kentucky

- Instruct recruit trainees (basic training)
- Instruct professional development trainees
- Develop curriculum
- Monitor Emergency Management and Homeland Security issues
- Liaison with Kentucky Law Enforcement News for legal material
- Provide continuous and updated research on legal topics of interest to law enforcement
- Appointed Member: Kentucky Emergency Response Commission (KERC)

**2000-present**

Search & Rescue Coordinator (volunteer position)  
Metro Louisville Emergency Management Agency  
Louisville, KY

- Respond to missing persons searches
- Coordinate with law enforcement concerning missing persons alerts
- Develop EOP and policy
- Assist local agencies with training needs
- State SAR Advisory Committee (KyEM)
- Instructor Search & Rescue / Emergency Management classes

**1998-1999**

Special Assistant  
Jefferson County Sheriff's Office

- Training and Special Projects

**1991-1996**

Assistant Director of Law  
City of Louisville, Law Department

- Agency Advisor
- Government Litigation

**1983-1991**

Library Technician  
The Courier-Journal & Louisville Times Co.  
Louisville, KY

- On-line indexing
- Research

**1978 – 1983**

Circulation  
The Courier Journal & Louisville Times Co.  
Louisville, KY

- Customer Assistance
- Dispatch

**ORGANIZATIONS/  
AFFILIATIONS:**

Louisville Historical League  
Louisville Metropolitan Public Safety Museum  
Jefferson County Search Dog Association  
Louisville Metro Emergency Management Agency

**PRESENTATIONS:**

Kentucky Emergency Services Conference, Sept. 2<sup>nd</sup>  
- 4<sup>th</sup>, 2003, Lexington, Ky  
Topic: Health Insurance Accountability Act (HIPAA) -  
How it affects Telecommunicators

Rescue School, April 2, 2004  
Topic: Emergency Response Law

Kentucky Emergency Services Conference, Sept 7-9,  
2004, Lexington, Ky.  
Topic: Emergency Management Legal Issues  
With Mark Ihrig (Boone County Emergency  
Management Agency)

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National Priester Extension Health Conference, April  
12-15, 2005, Lexington, Ky  
Topic: Agroterrorism: What We Need to Know  
With Ann Garvey (Iowa Homeland Security and  
Emergency Management) and Dr. Ed Hall  
(Kentucky Department of Agriculture, Assistant  
Director of Animal Health)

National Priester Extension Health Conference, April  
24-27, Louisville, KY

Topic: Pandemic Influenza

With Dr. Adewale Trautman (Public Health  
Director, Louisville Metro Health Department)

World Future 2006: Creating Global Strategies for  
Humanity's Future, July 28-30, 2006, Toronto,  
Ontario, Canada

Topic: Is it Possible for Public Safety Officials to  
Proactively Anticipate and Prevent Human-Created  
Disasters?

With Dr. Bernard Levin (Waynesboro, Virginia,  
Police Department; Blue Ridge Community  
College, Weyers Cave, Virginia)

**PUBLICATIONS:** Available Upon Request

**REFERENCES:** Available Upon Request

**TRAINING:** Available Upon Request

## SMALL PURCHASE AGREEMENT

**THIS SMALL PURCHASE PROFESSIONAL SERVICE AGREEMENT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, through the **LOUISVILLE METRO POLICE DEPARTMENT** herein referred to as “**METRO GOVERNMENT**”, and **SHAWN MARIE HERRON**, with offices located at 3831 Northwestern Parkway, Louisville, KY 40212 herein referred to as “**CONTRACTOR**”,

### WITNESSETH:

**WHEREAS**, the Metro Government is in need of certain professional services with respect to acting as a legal instructor at the Louisville Metro Police Training Academy and

**WHEREAS**, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF PROFESSIONAL SERVICES**

**A.** Contractor shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Contractor’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** Contractor, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Contractor. However, such use must be documented in the invoice submitted for those services rendered.

**C.** If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Contractor shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

**D.** The services of Contractor shall include but not be limited to the following:  
Act as a legal instructor at the Louisville Metro Police Training Academy

**E.** The work product or deliverables of Contractor shall include but not be limited to the following: Teach legal courses, review curriculum, develop lesson plans and outlines for all outside legal instructors, as well as a review training material to ensure their compliance with legal requirements.

## **II. FEES AND COMPENSATION**

**A.** Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **FIFTY DOLLARS (\$50.00)** per hour. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**.

**B.** Unless otherwise agreed to in writing by the Metro Government, services shall be rendered, and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third-party charges must be included with the Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service



period, Contractor's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

**C.** Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

**D.** Contractor, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

**III. DURATION**

**A.** This is a professional service contract which shall begin September 20, 2021 and shall continue through and including June 30, 2022.

**B.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

**IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

**V. RECORDS-AUDIT**

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit

tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

**VI. INSURANCE REQUIREMENTS**

Insurance coverage shall not be required of Contractor

**VII. HOLD HARMLESS CLAUSE**

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**VIII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number

(TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**X. AUTHORITY**

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

**XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

**XII. OCCUPATIONAL HEALTH AND SAFETY**

Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

**XIII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XIV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVI. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a

period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

DocuSigned by:  
  
By: \_\_\_\_\_  
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**JOEL NEAVEILL**  
**DIRECTOR OF PROCUREMENT**

9/28/2021  
**Date:** \_\_\_\_\_

**SHAWN MARIE HERRON**

DocuSigned by:  
  
By: \_\_\_\_\_  
24C109D01461447...

Attorney at Law  
**Title:** \_\_\_\_\_

9/28/2021  
**Date:** \_\_\_\_\_