



S. J. HILDEN

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PROFESSIONAL SERVICES AGREEMENT

INTRODUCTION

Thank you for considering S.J. Hilden Consulting, LLC, for police practices consulting and expert witness services.

This Professional Services Agreement establishes the terms and conditions governing the engagement of S.J. Hilden Consulting, LLC ("Expert") by the retaining attorney or law firm ("Client"). It is intended to promote a clear understanding of the professional relationship, define the responsibilities of each party, and establish the procedures governing consulting services, expert witness services, billing, scheduling, and testimony.

The Expert is committed to providing independent, objective, and well-supported professional opinions based upon education, training, experience, accepted law enforcement practices, and a thorough review of the available evidence. Every engagement is approached with impartiality and professional integrity. Opinions are not predetermined and are never contingent upon the position of the retaining party or the outcome of the litigation.

The Expert's role is to assist counsel in evaluating issues concerning police practices and, when appropriate, to assist the trier of fact by providing objective opinions within the Expert's field of expertise.

1. Scope of Engagement

The Client retains the Expert to provide police practices consulting and expert witness services.

Services may include:

- Case evaluation
- Consultation with counsel
- Review of reports, videos, photographs, CAD records, body-worn camera recordings, policies, training records, depositions, pleadings, expert reports, and other evidentiary materials
- Research regarding accepted police practices
- Preparation of reports, affidavits, declarations, Rule 26 reports, supplemental reports, and rebuttal reports
- Deposition preparation
- Trial preparation
- Deposition testimony
- Trial testimony
- Mediation, arbitration, administrative hearings, and site inspections

The Expert reserves the right to decline assignments outside the Expert's qualifications or that cannot be completed consistent with accepted professional standards.

2. Independence of Opinions

The Expert has been retained to provide objective and independent professional opinions.

Opinions are based solely upon the Expert's education, training, experience, and review of the available evidence.

The Client understands that opinions are not predetermined and may support or oppose the retaining party's position.

If additional information becomes available after opinions have been expressed, the Expert reserves the right to supplement, modify, clarify, or withdraw those opinions.

Nothing contained in this Agreement requires the Expert to express opinions inconsistent with professional judgment.

3. Retention and Professional Fees

The engagement becomes effective only after:

- execution of this Agreement; and
- receipt of the required retainer.

The initial retainer secures the Expert's availability and is applied toward future invoices.

Professional fees shall be charged in accordance with **Exhibit A - Professional Fees, Scheduling, and Billing Policies**, which is incorporated into and made part of this Agreement.

Professional services are billed in one-half hour increments.

Invoices are generally issued monthly and are payable within fifteen (15) days.

The Expert may suspend services and withhold reports or testimony until outstanding invoices have been paid.

4. Reports and Work Product

Written work products include reports, supplemental reports, rebuttal reports, affidavits, declarations, Rule 26 disclosures, demonstrative exhibits, chronologies, and similar consulting services.

All work product is billed at the applicable hourly rate.

Reports remain the Expert's professional work product until outstanding invoices have been paid.

Minor revisions requested by the Client are billable.

Revisions resulting from newly produced evidence shall be billed at the applicable hourly rate.

5. Depositions

Deposition testimony is billed in accordance with Exhibit A and is subject to a three-hour minimum.

The minimum deposition reservation fee shall be paid at least five (5) business days before the scheduled deposition.

Billable deposition services include preparation, meetings with counsel, exhibit review, travel, waiting time, testimony, and post-deposition consultation.

Remote depositions are billed at the same rate as in-person appearances.

Depositions canceled within seventy-two (72) hours may be subject to the minimum deposition fee.

If the required payment has not been received, the Expert has no obligation to appear.

6. Trial Testimony

Trial preparation is billed at the consulting rate identified in **Exhibit A**.

Trial testimony and standby time are billed in accordance with Exhibit A.

The Client agrees to promptly notify the Expert of scheduling changes whenever possible. Reserved deposition dates, trial appearances, mediations, arbitrations, hearings, and site inspections require the Expert to reserve professional time that often cannot be reassigned to other consulting engagements. Accordingly, cancellation fees and standby fees are intended to reasonably compensate the Expert for reserved professional time and are not intended as a penalty. Travel delays, court continuances, airline delays, weather events, and other circumstances beyond the Expert's control shall not eliminate otherwise billable travel time, reserved professional time, or reimbursable travel expenses.

7. Travel

Travel time is billed portal-to-portal at the applicable hourly rate in accordance with **Exhibit A - Professional Fees, Scheduling, and Billing Policies**

All commercial air travel shall be booked in **Business Class**.

The Client agrees to reimburse reasonable travel expenses, including:

- airfare
- hotel accommodations
- rental vehicle
- mileage at the current IRS reimbursement rate
- parking
- tolls
- baggage fees
- ride-share services
- internet access reasonably required for business purposes
- reasonable meal expenses

Travel delays, court continuances, airline delays, weather events, and other circumstances beyond the Expert's control shall not eliminate otherwise billable travel time or reimbursable expenses.

8. Responsibilities of the Client

The Client agrees to:

- provide all reasonably available records and evidence relevant to the engagement;
- promptly provide newly discovered evidence that could affect the Expert's opinions;
- promptly advise the Expert of mediation, deposition, trial, settlement, and scheduling changes;
- provide sufficient time for review of newly produced materials;
- remain responsible for all fees and expenses incurred under this Agreement.

Substantive telephone conferences, meetings, video conferences, and professional email communications are considered professional services and are billable at the applicable hourly rate.

9. Responsibilities of the Expert

The Expert agrees to:

- truthfully represent qualifications and experience;
- provide objective and independent opinions;
- perform services consistent with accepted professional standards;
- advise the Client if additional information materially affects previously expressed opinions; and
- maintain the confidentiality of nonpublic information except as required by law.

10. General Terms

The Expert may withdraw from the engagement if conflicts of interest arise, invoices remain unpaid, requested opinions fall outside the Expert's qualifications, or continued participation would be inconsistent with professional or ethical obligations.

The Expert is retained solely to provide consulting and expert witness services and is not responsible for conducting independent factual investigations, locating witnesses, obtaining discovery, or providing legal advice.

This Agreement shall be governed by the laws of the State of Michigan.

Venue for any action arising under this Agreement shall be Oakland County, Michigan.

This Agreement constitutes the complete understanding of the parties and may be modified only by a written agreement signed by both parties.

Electronic signatures shall have the same force and effect as original signatures.

ACCEPTANCE

S.J. HILDEN CONSULTING, LLC

By: _____

Scott J. Hilden, President

Date: _____

CLIENT

Attorney: _____

Law Firm: _____

Signature: _____

Date: _____

EXHIBIT A

Professional Fees, Scheduling, and Billing Policies

This Exhibit is incorporated into and made part of the Professional Engagement Agreement ("Agreement") between **S.J. Hilden Consulting, LLC** ("Expert") and the retaining attorney or law firm ("Client"). Unless otherwise agreed in writing, the following fees and business policies apply to this engagement.

PROFESSIONAL FEES

Professional Service	Fee
Initial Retainer	\$3,500.00
Professional Consulting Services*	\$350.00 per hour
Deposition Preparation	\$400.00 per hour
Deposition Testimony (Three-hour minimum)	\$400.00 per hour
Trial Testimony	\$4,000.00 per day or any portion thereof
Trial Standby	\$2,800.00 per day

*Professional Consulting Services include, but are not limited to, case review, document review, research, consultation with counsel, meetings, telephone conferences, video conferences, report preparation, Rule 26 reports, supplemental reports, rebuttal reports, affidavits, declarations, demonstrative exhibits, trial preparation, travel time, waiting time, and other professional consulting services performed in connection with the engagement.

BILLING POLICIES

- Professional services are billed in one-half (0.5) hour increments.
- Invoices are generally issued monthly or as otherwise determined appropriate by the Expert based upon the scope or duration of the engagement.
- Payment is due within fifteen (15) days of the invoice date unless otherwise agreed in writing.
- The Expert reserves the right to suspend professional services, withhold reports or work product, decline deposition or trial testimony, and postpone further work until all outstanding balances have been paid in full.

TRAVEL AND SCHEDULING POLICIES

- Travel time is billed portal-to-portal at the applicable hourly rate.
- All commercial air travel shall be booked in Business Class.
- The Client shall reimburse all reasonable travel expenses incurred in connection with the engagement, including transportation, lodging, meals, parking, tolls, mileage, baggage fees, and other reasonable travel-related expenses.
- Deposition, mediation, arbitration, hearing, site inspection, and trial dates are reserved upon confirmation and may prevent the Expert from accepting other professional engagements.
- Cancellation or postponement of a deposition, trial, or other reserved appearance on short notice may result in applicable deposition, standby, or trial charges. In addition, the Client shall remain responsible for reimbursement of any non-refundable travel expenses or other reasonable expenses incurred by the Expert in preparation for or in connection with the scheduled engagement.
- Travel delays, court continuances, weather events, airline delays, and other circumstances beyond the Expert's control do not eliminate otherwise billable travel time, reserved professional time, or reimbursable travel expenses.

EFFECTIVE DATE

This Exhibit shall remain in effect until superseded by a subsequent written version issued by **S.J. Hilden Consulting, LLC**. Unless otherwise agreed in writing, the version in effect on the date the Professional Engagement Agreement is executed shall govern the engagement.