

Russell Consulting, LLC

Box 1655
Soldotna, AK 99669
www.russell-consulting.org

(907) 398-2770 (cell)

(888) 398-2658 (toll free fax)

2023 Fee Schedule – Investigations / Training / Consultations

30 min. phone consultation (initial call): I welcome telephonic discussions of potential cases and training. There is no charge for this service.

***Hourly Rate (Investigations / Training):** \$195.00 / hr.

Phone time, includes telephonic interviews: \$19.50 for each 6-minute increment (rounded up)

Travel (50% of hourly rate): Actual travel time begins upon arrival at the departure airport / location and ends upon arrival at destination. Includes any associated ground or water transportation. Does not include fees, fares, tolls, or tariffs. 4-hour minimum (daily rate). 10-hour maximum (daily rate). Includes time spent on return travel.

Airline travel will be at coach fare, normally at the Y class due to the uncertainties of litigation scheduling.

All travel and lodging reservations shall be the responsibility of the client, to be arranged and paid for by the client, prior to the actual travel. Unanticipated travel and lodging expenses or costs due to adverse weather delays or other unanticipated events, as well as any alternative travel methods (ferry travel or car rental) are the responsibility of the client.

Ground expenses, meals, and incidentals are billed at actual cost, unless prior arrangements are agreed upon. ***I reserve the right to require prepayment of all travel expenses.***

Case Consultation: Independent review of investigative and/or reporting works ***already performed*** by another agency, investigator, or individual, generally done to determine potential litigation options.

****Payment requirements (Case Consultation):** A case development fee (as explained below) is required before I review your material.

*****Deposition / Court Rate Information:**

Deposition / Court preparation	\$195.00 / hr.
Deposition rate	\$230.00 / hr. (Inside Alaska)
Deposition rate	\$230.00 / hr. (Outside Alaska)
Court rate	\$230.00 / hr. (Inside Alaska)
Court rate	\$230.00 / hr. (Outside Alaska)

Other Fees:

Other fees and expense reimbursement are due when I arrive at your location unless other written arrangements are agreed upon. All bills are payable, in any other case, within 15 days of receipt of invoice. I reserve the right to charge a fee of one percent (1%) per month on the outstanding balance.

The tax identification number for Russell Consulting, LLC is **26-2447323**.

* **Written reports** are prepared only when specifically requested by you or your firm and are invoiced at the hourly investigations rate.

** **Cases accepted for consultation.** There is a flat case development fee when cases are accepted for consultation, development, and preparation. ***This case development fee is non-refundable.***

- **Normal case development fee** **\$7,500**
- **Expedited cases** **\$9,500**
- **Expanded case development fee** **\$8,500**

The case development fee only covers work done in Alaska and excludes time spent in preparation for, or participation in, depositions or court. This fee includes document review and evaluation, discovery and investigation of additional materials, research, written reports and affidavits, telephone, and copying. It also includes follow-up discussions and reviews of additional materials. The case development fee also covers **brief** meetings with you and your associates when I am in your locale on other matters and our schedule permits. *Written reports are prepared only when specifically requested by you or your firm.*

I have a flat rate for case consultations rather than an hourly fee structure for several reasons. First, a flat fee promotes a better professional relationship and allows you to understand the costs you and your firm will incur at the outset. Second, I want to be an integral part of your case development to the fullest extent appropriate. The fee is structured to encourage you to draw upon this involvement and experience and to utilize it fully. Only then, can I give you the best possible consultation and be able to fully assist in presenting your case. When you consider my involvement with your case, I do not want you to feel constrained by the thought that the meter is running. My experience in police civil litigation cases with differing strategies, tactics, and demonstrative trial aids makes me a valuable resource in preparation, discovery, and case development. My experience in facilitating training on liability issues provides you with a source of current and pragmatic knowledge of police practices.

Expanded cases are those that require much more time and generally involve agency pattern and practice, negligent retention, wrongful termination and other personnel related matters. Such cases require extensive documentation review, such as personnel records, administrative hearing transcripts, and/or administrative investigation files and adjudications. I can usually determine whether yours is an expanded case during our initial discussion or soon after the initial review of materials.

Expedited cases are those cases in which a report or evaluation is required within four (4) weeks of the date that Russell Consulting, LLC is retained in the matter.

***** Depositions, testimony, on-site inspections and conferences:** I will normally try to arrange my travel schedule to ensure meeting with you and your associates prior to deposition or other testimony related to your case. Depositions are very taxing on both the deponent and the person(s) conducting the deposition. Therefore, it is our policy to limit a deposition day to a maximum of eight (8) hours including breaks.

Investigation Cases are those requiring initial or follow-up investigative actions to determine potential litigation and/or criminal processing. Information obtained at the request of the client is strictly confidential and for the client's use only, unless otherwise agreed prior to the initiation of the investigation. The client agrees to hold same in strict confidence for its own use, not to be communicated, except for legal permissible reasons, and in compliance with all applicable federal, state, and local laws and regulations. Investigations will be thorough and well documented; however, may not be exhaustive and complete, dependent upon information available at the time of reporting or termination of this agreement. Information supplied to the client may not be used for purposes that cause physical or emotional harm to the subject of the report or for any criminal acts such as stalking, harassing, etc. The client agrees to indemnify and hold harmless Russell Consulting, LLC and/or its agents and employees from all actions, causes of actions, claims, damages, and demands of whatever type arising directly or indirectly from the investigation, training, and / or information requested. The client further agrees to be personally responsible for any damage arising from a violation of any of the above provisions.

Cases accepted for investigation. There is an **initial retainer fee of 50% of expected cost or proposal**, against which the previously listed hourly / travel rates and expenses will be charged. Once that retainer fee has been exhausted, no additional work will be performed until the client refreshes the fee at an agreed amount. In order to reduce cost to the client, Russell Consulting, LLC has retained services of professional support staff and colleagues, and will utilize their services as appropriate, billing their time and expenses against the retainer fee.

Acceptance of Services

Professional relationship. You are entering into a professional relationship with Russell Consulting, LLC for assistance with your case or training need. **You and your firm, agency, or entity, not your client or opposing litigants, are my client.** You and your firm, agency, or entity are solely responsible for payment of my professional services. Any fee and/or expense incurred for deposition by the opposing side reverts to your firm, agency, or entity if that entity fails to fulfill this obligation or if a court order reduces the fee or expense charge. Your firm, agency, or entity is responsible for the increment should the court reduce the fee or expense charged. Please do not ask us to wait for reimbursement from your client. I also do not accept payment directly from your client unless prior arrangements have been agreed upon.

Agreement. This document constitutes a contract for my professional services in return for your agreement to pay or reimburse me according to the terms and conditions of this document. The contract is governed by the terms and conditions set forth herein. This contract is intended to be enforceable under the laws of the State of Alaska or in the State in which the services are rendered, at the discretion of Russell Consulting, LLC.

Subject to the fulfillment of my obligation to maintain proper standards of professional conduct, I reserve the right to terminate this firm's services, upon written notice to you, at any time under the following circumstances: (a) when you or your firm fail to cooperate with me; (b) when continuing to work for you or your firm seems likely to lead to conduct that would be unethical, impractical, or illegal; (c) when you or your firm fail to keep your account current; (d) if a breakdown of the consultant-client relationship should occur; or (e) if I should cease my business.

In the event of termination by either you or this firm, you agree that you will be responsible for the balance of fees and costs of consultation through the date of termination.

SIGNATURES:

AGREED TO:

Date

Signature

Printed Name / Title

Agency / Firm / Entity

ACCEPTED:

Date

Gregory A. Russell