

## **RETAINER AND FEE AGREEMENT**

THIS AGREEMENT is made and entered into effective the \_\_\_\_ day of September, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, hereinafter referred to as “City” or “Client”, and PREBULA LAW, LLC, hereinafter referred to as “the Firm” (collectively referred to as the “Parties”).

### **W I T N E S S E T H:**

WHEREAS, the City desires and has appointed Mary A. Prebula, Esq. of PREBULA LAW LLC, as prosecuting attorney for the Removal of Mayor Beverly Jones pursuant to that Notice of Removal dated August 20, 2025 (“Removal”), and the Firm accepts such appointment; and

WHEREAS, the Firm and its attorney are qualified to provide prosecuting attorney services pursuant to O.C.G.A. § 15-18-92(a) and other applicable law; and

WHEREAS, it is the desire of the Parties to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Mary A. Prebula and the Firm shall provide legal services of prosecuting attorney to the City for the Removal. The City understands Mary A. Prebula is the only attorney associated with the Firm, and the Firm uses other contract attorneys and staff of the Firm will assist in the provision of said services.

2. The City acknowledges that the only matter that this Firm has been retained to assist City on is this matter. The scope of our work and our professional responsibility is limited to investigation and prosecution of the Removal. The scope of the employment is to perform only the tasks that fall within the scope of the representation, not to achieve or to guarantee any particular result. Any expansion of our engagement will be documented in an amendment or separate Retainer and Fee Agreement.

3. Term. This Agreement shall commence on the Effective Date and shall continue until **the final resolution of the Removal**. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Either of the Parties may terminate this Agreement at any time, so long as notice is provided at least two calendar weeks prior to the termination. No rights, responsibilities, or other benefits shall extend beyond the term of this Agreement.

4. Client agrees to cooperate fully with this law Firm. Client must communicate with us on a regular basis. Client agrees that we may in our sole discretion agree to open default judgments, grant extensions, and provide other professional courtesies to opposing counsel or parties.

5. Client may be required to answer both verbal and written questions and produce documents within set times. Failure to cooperate could result in an adverse decision.

6. As of the Effective Date hereof, compensation to the Firm shall be hourly rates as set forth in Exhibit A. Attorneys will be compensated for travel time and mileage to and from City Hall, Municipal Court and/or any place reasonably required for the Firm to provide the services outlined herein. The Firm shall submit to Client an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt. Interest will accrue on any unpaid balance after thirty (30) days at the rate of eighteen percent (18%) per year.

7. Client accepts the responsibility for payment of the Firm's bills at the rates set forth in Exhibit A. The Parties agree and understand that the Firm will charge for all time expended on this matter, including but not limited to: review of the record, meetings; consultations; conferences; telephone calls; correspondence and e-mail; research; review, drafting, and revising of various documents such as contracts, pleadings, and ordinances, and such other activities as may be needed for representation of Client in this matter. The Parties agree and understand that in addition to the above-referenced fees, the Firm will bill for all costs associated with representation of Client, including but not limited to, filing costs, publication fees, long distance telephone calls, deposition and transcript charges, copying charges, postage, travel expenses, courier fees, service fees, investigator charges, witness and subpoena fees, transcripts, court reporter fees, deposition costs, overnight delivery, courier services, photocopying at twenty-five cents (25¢) per page, color photocopying at one dollar (\$1.00) per page, telecopying at fifty cents (50¢) per page, computerized legal research, costs of obtaining and presenting evidence, and similar out of pocket expenses, incurred as a direct result of the provision of legal services.

8. Client must pay any experts or consultants retained by this Firm on Client's behalf. This includes our right to use contract attorneys for research, drafting, investigation, depositions, discovery, and like and similar matters, if we deem it necessary or appropriate. Expert and consultant bills are due upon s's receipt.

9. The Firm will submit monthly statements accounting for services performed and expenses incurred. We expect Client to review our statements and welcome any questions or comments Client may have on the work we do or the expenses we incur. Unless Client notifies us in writing within thirty (30) days of a problem with any statement. Any forbearance by the Firm with regard to Client's nonperformance on the obligations to pay fees and expenses or to raise questions about bills in a timely manner shall not waive or otherwise affect the Firm's right to insist on timely and complete performance of these obligations.

10. The City may review the performance and compensation of the Firm by such method and at such times as the City Council shall deem appropriate.

11. The Firm agrees that its attorney and any contract attorneys shall maintain good standing with the State Bar of Georgia, and any fees associated therewith and as may be required for continuing legal education shall not be paid by the City.

12. Client acknowledges that the Firm has the right to withdraw from representing Client in this matter if at any time we form the professional judgment that the chances of success do not justify going forward. Client further consents that the Firm may withdraw if Client does not make payments as scheduled. Client hereby consents to, and the Firm shall be free to withdraw as

Client's attorneys. Client also consent that the Firm may withdraw as Client's attorneys if Client insist that we do something illegal or unethical, if Client do not follow our advice, if Client do not answer our telephone calls or letters, if Client do not cooperate with us, if Client lie under oath or tell us Client will do so, or for other good or valid reasons, Client agree that the Firm may cease providing legal services to Client upon the occurrence of any of the matters set forth in this paragraph. Client's signature on this Agreement is Client's consent to the Firm's withdrawal under these circumstances; however, Client agrees to promptly approve any motion or motions required to facilitate withdrawal.

13. When the attorney-client relationship is terminated, the Firm will no longer undertake any duties or responsibilities on the Client's behalf, and the Client has no expectation of performance of any duties by the Firm in the future after such termination.

14. Client acknowledges and agrees that attorneys and the Firm have made no representations or guarantees regarding the outcome of this case or any tax consequences of any recovery obtained on behalf of the client. The Firm specifically advises Client to seek his/her own tax advice from a qualified tax advisor.

15. Client acknowledges that Client is not currently a debtor in any bankruptcy proceeding. Client acknowledges that applying for protection or a discharge under the Bankruptcy Code without declaring the existence of a claim for money due to injury or damages can result in Client being barred from any recovery for such injury or damages. In the event that Client decides to file a petition for bankruptcy during the pendency of Attorney's representation of Client, Client will give Attorney no less than ten days written notice prior to filing such a petition, will provide to the bankruptcy court full and complete details regarding employment of Attorney in this matter, and will provide a copy of this agreement to any such court or bankruptcy trustee upon request.

16. It is not our desire at any time to have to sue Client to collect past due attorney's fees, however, if the fees are not paid and it becomes necessary for this Firm to file suit against Client for collection of past due attorney's fees, then Client agrees to pay the hourly costs and expenses which this Firm has to expend in order to collect these fees through court process. This means that if a lawsuit is filed against Client for collection of fees, each hour that is spent preparing the lawsuit, appearing in court and collecting these funds will continue to be billed at the Firms' then current rates for each attorney or service provider, and Client acknowledges that the rate under this Fee Agreement is less than the Firm's normal hourly rates. In other words, Client agrees that in the event it becomes necessary to collect, through an attorney, any fees or costs owing the Firm as a result of this representation, then the Firm will be entitled to its attorneys' fees and costs incurred in collection.

17. To summarize, Client understands that this retainer agreement is a binding contract and provides the following:

- a. This is not a flat fee contract.
- b. No specific outcome has been promised in any matter
- b. The scope of this retainer is limited to the state matter.

18. Under the Firm's document retention policy, the Firm assumes no responsibility to maintain closed files for more than two (2) years after a matter is closed. Furthermore, when our work on this matter concludes, it is Client's responsibility to identify and retrieve any documents in the Firm's possession of which Client would like custody. We will provide Client with copies of all key documents and correspondence during the course of our representation. Should Client wish to obtain copies of any of our files or documents at the end of our representation, Client agree the Firm will retain the file and Client will pay our then current copy charge for any copies Client wish to have made for Client at that time; the Firm will make such copies and release them to Client upon payment of such costs.

19. General Provisions. This Agreement shall constitute the entire agreement between the Parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from Client to Attorney other than as set forth herein.

IN WITNESS WHEREOF, the Parties hereby execute said Agreement as follows:

**CITY OF STONE MOUNTAIN:**

**PREBULA LAW LLC**

By: \_\_\_\_\_  
Miglana Divmov, Interim City Manager

\_\_\_\_\_  
Mary A. Prebula, Pres.

ATTEST:

\_\_\_\_\_  
Shavala Ames, City Clerk

## **EXHIBIT A**

Prosecuting Attorney Services outside of Court, Council meeting, or panel meeting	\$265 per hour
Litigation services, including drafting pleadings or court documents, Appearances in court or with Judge, or panel, including whether by video, telephone, or in person, and similar matters	\$285 per hour
All Paralegal & Legal Assistant Services:	\$165/hour