

PROFESSIONAL SERVICES AGREEMENT

CITY OF HUDSON PROSECUTOR

This Agreement is hereby entered into at Hudson, Ohio this ____ day of May, 2026, by and between the **CITY OF HUDSON**, an Ohio municipal corporation, duly organized and existing under the laws of the State of Ohio (hereinafter, the “City”) and **SARA J. FAGNILLI** (hereinafter, the “Prosecutor”) (collectively, the “Parties”) for the position of Hudson City Prosecutor.

WHEREAS, the City Manager has appointed and City Council has confirmed Sara J. Fagnilli to perform the functions of the City’s Prosecutor as provided by the Charter of the City and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the mutual covenants hereinafter set forth, the Parties agree as follows:

1. For performance of the duties described below in Sections 2 and 3 of this Agreement, retroactively effective March 1, 2026, the Prosecutor shall receive a salary of Fifty-Five Thousand Dollars (\$55,000.00) per annum. Said salary shall be paid bi-weekly. The salary shall be subject to the contribution by the City and the Prosecutor to the Ohio Public Employees Retirement System (OPERS). A 2% increase will be added each year on the 1st of January to the salary. The Prosecutor understands and agrees that she will not be eligible for paid vacation or accrual of sick time, but is eligible to participate in the City’s hospitalization, dental, and vision insurance benefit plans.
2. In addition to the performance of the duties described in Section 3 below, the Prosecutor shall maintain regular office hours and will provide approximately twenty (20) hours of service to the City per week through a combination of office hours, time in preparation for, and representation of the City in court proceedings at Stow Municipal Court.
3. The Prosecutor shall perform the following services:

- a. Initiate, modify, or otherwise dispose of all cases within the jurisdiction of the City of Hudson in the Stow Municipal Court involving: (i) criminal or traffic violations charged under the Codified Ordinances of the City of Hudson, and those matters charged as violations of the Ohio Revised Code for which no other prosecutor is available to represent the City; (ii) Building, Zoning, and property maintenance cases; and (iii) felony matters through the preliminary hearing.
- b. To advise the Police Department, Community Development Department, and other City of Hudson personnel when solicited, regarding charges, bond recommendations, case processing, prisoner issues, investigations, evidence, evidence retention, evidence release, records, records retention, public record requests, and training.
- c. To process timely all discovery requests, motions, bill of particulars, witness lists, briefs, trial briefs, jury instructions and discovery disclosure.
- d. To appear when required in all court proceedings in the Stow Municipal Court, Appellate Court, or Ohio Supreme Court on all prosecutions and/or cases overseen by you as Prosecutor, including but not limited to: arraignments (when required), pretrials, trials, status hearings, motion hearings, oral arguments, and preliminary hearings (if required).
- e. To remain an attorney in good standing with the Ohio Supreme Court.
- f. To be responsive to any inquiry of the City Manager, Solicitor, and/or Assistant Solicitors in a timely manner, and to timely keep the City Manager, Solicitor, and/or Assistant Solicitors fully informed on any prosecution and/or case, wherein claims against the City of any of its departments, department heads, or employees may be contemplated by any person or entity, time being of the essence.
- g. Outside of the above-described prosecutorial services, the Prosecutor may also provide general legal services to the City at the direction of the City Manager or Solicitor. General legal services will include, but are not limited to: the preparation of legislation; performance of legal research; drafting of legal memorandums; negotiation, drafting, and/or review of contracts and

agreements on behalf of the City; and/or to attend and represent the City Solicitor's Office at meetings of the Council, Planning Commission, or Board of Zoning and Building Appeals of the City.

4. This Agreement shall be in force and effect from March 1, 2026 until either party to the Agreement terminates the same upon giving the other party sixty (60) days' written notice.

The Parties hereto execute this Agreement on the date and year first named above.

CITY OF HUDSON, OHIO

By: _____
Thomas J. Sheridan, City Manager

By: _____
Sara J. Fagnilli
Attorney-at-Law

Approved as to form:

Marshal Pitchford
City Solicitor