

**ORDINANCE NO. 44-2023**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK OF COUNCIL/FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SAMANTHA R. PHILLIPS FOR PUBLIC DEFENDER SERVICES FOR THE CITY OF SPRINGDALE, OHIO, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Springdale operates a Mayor’s Court which requires the services of a public defender for certain eligible matters which take place in that court.

BE IT ORDAINED by the Council of the City of Springdale, Ohio, \_\_\_\_\_ members elected thereto concurring:

Section 1. That the Mayor and Clerk of Council/Finance Director are hereby authorized to enter into an agreement with Samantha R. Phillips to serve as Mayor’s Court Public Defender for the City of Springdale, Ohio (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. That Samantha R. Phillips is to perform the services and receive compensation as set forth in the attached Agreement.

Section 3. That the Clerk of Council/Finance Director is hereby authorized to pay compensation for the public defender services according to the terms of the Agreement.

Section 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to ensure continuity of public defender services available to the City without interruption and as soon as possible.

Passed this \_\_\_\_ day of October, 2023.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council/Finance Director

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**AGREEMENT FOR MAYOR’S COURT PUBLIC DEFENDER SERVICES**

This Agreement, made and concluded at Springdale, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Springdale, Ohio, and Samantha R. Phillips, Attorney at Law.

**WITNESSETH:**

1. Samantha R. Phillips is hereby appointed as Mayor’s Court Public Defender for the City of Springdale.
2. Springdale agrees to pay \$150.00 per case handled, payable monthly. For said compensation, the Mayor’s Court Public Defender is to serve as a Public Defender for any qualified defendants on matters before the City of Springdale Mayor’s Court. The Public Defender shall receive no other benefits afforded other City employees.
3. Samantha R. Phillips agrees not to engage in any other legal services in Springdale which create a conflict of interest with regard to the responsibilities to the City of Springdale. In other words, Samantha R. Phillips will not accept any cases in opposition to the City of Springdale nor handle any matters representing clients before any Board of Commission of the City of Springdale or before the City Council.
4. This agreement is in full force and effect from December 1, 2023, through November 30, 2024, and shall continue for successive periods of one year on the same terms and conditions as the original agreement. At the option of either party, the agreement may be terminated upon sixty (60) days’ written notice of said intent to terminate in order to provide a smooth transition of duties.

CITY OF SPRINGDALE

BY: \_\_\_\_\_  
Doyle H. Webster, Mayor

BY: \_\_\_\_\_  
Kathy McNear, Clerk of Council/  
Finance Director

BY: \_\_\_\_\_  
Samantha R. Phillips