

OFFICE OF THE MAYOR

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November 2, 2021

Ms. Sonja Buffa
City Clerk
City of Warren

**RE: Veto of Council Action at Special Meeting on Saturday, October 30, 2021
Agenda Item 4: Request to authorize litigation to enforce the settlement
agreement and compel mayor to abide by the agreement dated October 12, 2021;
Agenda Item 5: Termination of Miller Canfield engagement**

Dear Ms. Buffa:

Pursuant to Section 6.8 of the Warren City Charter, I veto all action taken by the Warren City Council at its Special meeting on Saturday, October 30, 2021 under the above noted agenda items.

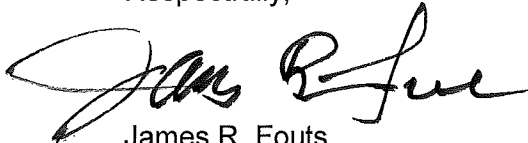
I wish to work cooperatively with Council to resolve our differences through direct communication not litigation. Our oath to protect and serve the citizens would be better served without the senseless cost and resources of litigation. The reasons for my veto, which I urge Council to consider are:

- First and foremost, the October 12, 2021 settlement agreement between Council and me served a valuable purpose and should be honored by both parties. The agreement was precipitated by Council's refusal to pay legal invoices for Doster Law Firm. Since the Controller was present when Judge Caretti told both parties that all attorneys must be paid for legal services, we framed the agreement to serve a broader purpose of paying all pending invoices, and to set a process when a public officer requires legal assistance with the discharge of the officer's responsibilities. Payment would be made upon submission of legal invoices to the other party. We relied on a paragraph in the budget lawsuit settlement agreement to set the format for those invoices. Payment would be made as soon as invoices in the agreed-upon format were submitted, and the legal services would assist with the fulfillment of an officer's responsibilities.
- I required the expertise of a professional municipal law firm Miller Canfield to help me navigate through the issues and disputes with this current Council – the budget, the filling of commission vacancies, and most recently, the downtown development. The City Attorney indicated in his letter of emergency that he has a conflict, and could not provide these services. James Allen's representation was for the budget litigation, and has been concluded. Given the gravity of the issues, I required a replacement. I chose, as Council did for its interests, a top ten municipal law firm.

- I reiterate to the Council and the community that I will honor the commitment I made in the agreement, and will pay Council's law firm Plunkett Cooney. True to the settlement agreement in the budget lawsuit, the Controller already paid Plunkett Cooney \$128,928.23 for its legal services in that lawsuit. For general services that Council deems to be in its interest, I am putting aside my objections, and stand ready to pay for those services in the amount of \$81,964.26. However, the commitment to pay the legal services is mutual. Both Council and I have an obligation under our October 12, 2021 settlement agreement.
- An unfortunate reality is that this Council exercises its will to oppose almost every proposal, project or appointment I present. This has been frustrating but am not yielding my authority or responsibilities as mayor as entrusted to me by the citizens. Instead I must utilize power by charter to continue to adequately serve in a professional and efficient manner. Just as Council hired an attorney to serve Council's specific interests, I am entitled to the same consideration. All legal services are inherent to the fulfillment of my mayoral responsibilities and given the conflict underlying the services, no prior authorization was required of me. I was transparent in giving Council a copy of the Miller Canfield retainer. I did not receive a copy of the Plunkett Cooney retainer until Council was compelled by the Court order. I submitted the Miller Canfield invoices to Council that were in the same format as the invoices from Plunkett Cooney.
- Council entered into the October 12 agreement with full advice and knowledge of Council's attorney Plunkett Cooney. I am advised that Plunkett Cooney agreed to the final terms, which clearly included the right of public officers to retain attorneys. Council hired Plunkett Cooney to provide legal services in the discharge of the Office of Council, without a Request for Proposal or following other city ordinances. The Office of Mayor or other City offices may not be denied the same right when they require legal services. The agreement includes the same consideration for other City officers to account for their needs of office, such as when the Treasurer may require a bankruptcy lawyer, or the Clerk may require an election lawyer.

Accordingly, I respectfully veto the actions taken by the City Council at its special meeting on Saturday, October 30, 2021, at 9 a.m. The operation of the Council action is suspended in accordance with City Charter Section 6.8.

Respectfully,

A handwritten signature in black ink, appearing to read "James R. Fouts". The signature is fluid and cursive, with a large initial "J" and "R".

James R. Fouts
Mayor

cc: Mindy Moore, Council Secretary