1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INDEPENDENT COUNSEL RETAINED
   The City Attorney's office evaluated outside legal counsel and retained Attorney Patricia Monson to assist the City Council with the previously described endeavor. The Mayor executed the attached retainer agreement on behalf of the City of Minot.

   It is recommended the City Council ratify the appointment of Attorney Patricia Monson as the independent counsel to investigate an alleged hostile work environment including a review of potential civil, criminal, and City of Minot policy violations.

Documents:

   MEMO_INDEPENDENT_COUNSEL.PDF
   RESUME 2020.PDF
   LETTER_OF_RETENTION.PDF

4. EXECUTIVE SESSION
   Attorney consultation and discussion between City Council and Attorney Patricia Monson to seek and receive advice relating to an investigation into allegations of a hostile work environment and any other potential civil, criminal, or policy violations, pursuant to N.D.C.C. §§ 44-04-19.1. and 19.2.

5. ADJOURNMENT
TO: Mayor Shaun Sipma  
Members of the City Council  

FROM: Kelly Hendershot  

DATE: March 13, 2020  

SUBJECT: INDEPENDENT COUNSEL RETAINED

I. RECOMMENDED ACTION

A. Ratify the appointment of Attorney Patricia Monson as the independent counsel to investigate an alleged hostile work environment including a review of potential civil, criminal, and City of Minot policy violations.

II. DEPARTMENT CONTACT PERSONS

Kelly Hendershot – (701) 857-4755

III. DESCRIPTION

At the March 9, 2020 special City Council meeting, the City Council approved the following motion:

That the City Council retain outside independent counsel to conduct an investigation of an alleged hostile work environment with the following considerations:

1. The investigation include a review of potential civil, criminal and City of Minot policy violations.
2. Direct the City Attorney to evaluate and secure outside counsel and authorize the Mayor to sign any necessary paperwork.
3. Upon securing Counsel, the Mayor shall call a special meeting of the City Council providing additional direction to our legal counsel.
4. Upon conclusion of the investigation, the findings shall be presented to the City Council.
5. Funding for this action should come from the City Attorney’s budget for technical expertise.

With that, this office evaluated outside legal counsel and retained Attorney Patricia Monson to assist the City Council with the previously described endeavor. The Mayor executed the attached retainer agreement on behalf of the City of Minot. Attorney Monson is an attorney with more than 30 years of experience and is the founder of the Center for Mediation & Consultation in Fargo, North Dakota. Employment law is one of Attorney Monson’s practice areas and she has prior experience assisting public entities with investigatory work.

Attorney Monson will report directly to the City Council and act in accordance with direction received from that body.

Attorney Monson’s regular hourly rate is $350.00, however she agreed to the reduced rate of $275.00/hour because the City is a governmental entity.
Attached to this memo is a copy of Attorney Monson’s resume and a copy of the signed retainer agreement between the City of Minot and Attorney Monson.

IV. IMPACT:

The cost of retaining Attorney Monson will come from the “Contracts – Technical Expertise” line item of the City Attorney’s Budget (001-0400-415.03-22). While funding is available in this line item, a budget amendment may be necessary later in the year.

V. ALTERNATIVES

The City Council could choose to terminate its relationship with Attorney Monson and go a different direction.

VI. TIME CONSTRAINTS

Attorney Monson will be present at the March 16, 2020 special City Council meeting to confer with the City Council.

VII. LIST OF ATTACHMENTS

A. Attorney Monson’s Resume; and
B. Executed Retainer Agreement.
PATRICIA R. ELLINGSON MONSON  
Center for Mediation & Consultation, PLLC  
4254 Coventry Drive South  
Fargo, ND 58102  
Phone 701-361-5976  
pmonson@cmpllc.com

**EDUCATION**

- **University of North Dakota Law School**  
  J.D., 1979  
  Phi Delta Phi, Legal Fraternity  
  Instructor, Legal Research & Writing, 1978-79; Appellate Advocacy, 1978-1979; Trial Advocacy, 1979, (Undergraduate Course); Criminal Law, 1978-79 (Undergraduate Course)

- **University of North Dakota**  
  B.A., 1972  
  German and Psychology – Double Major  
  Secondary Education Certificate  
  Mortar Board Honor Society

**EXPERIENCE**

- **Center for Mediation & Consultation, PLLC**  
  Attorney/Principal-2012 to current  
  Areas of Practice-Mediation, Arbitration, Railroad Defense, Civil Litigation, Employment

- **Felhaber, Larson, Fenlon & Vogt P.A.**  
  Minneapolis, MN-2007 to 2012  
  Areas of practice-Civil litigation; Employment; Railroad defense; Health Law

- **Nilles Hansen & Davies Ltd.**  
  Fargo, ND-2000 to 2007; 1979 to 1994  
  Practiced in the area of civil litigation concentrating in employment law representing both employers and employees in employment related matters; railroad defense, health care law; medical products liability; medical malpractice; insurance defense; and construction litigation.

- **Dorsey & Whitney LLP**  
  Fargo, ND-1994 to 2000  
  Practiced in the areas of employment law, civil litigation, products liability, health care issues, medical products defense, and medical malpractice defense.

“AV” Rated Martindale Hubbell Legal Directory  
Highest rating available
Great Plains Super Lawyer
Named to the list in 2016, 2017 and 2018. This list is made up of 5 percent of all lawyers in Iowa, Nebraska, North Dakota and South Dakota.

AREAS OF PRACTICE

Railroad Litigation. Burlington Northern Santa Fe Railway Company; Canadian Pacific Railway Company (Soo Line); Canadian National Railroad; National Railroad Passenger Corp. (Amtrak); Red River Valley & Western Railroad Company; Twin Cities & Western Railroad; Dakota Minnesota & Eastern Railroad. Cases tried to juries in both federal and state court on claims asserted under the Federal Employer’s Liability Act and wrongful death claims resulting from grade crossing accidents and products liability alleging violations of federal and state laws.

Employment. Employment consultation, investigations and litigation for corporate clients including Altru Health System; Jamestown Hospital; Prairie Public Television; Bank West Investment Services/Bank of the West; Wild Rice Watershed District MN; Cass County Economic Development Commission; ICON Architectural Group; Clear Channel Communications; Gabriel Metal Casting; Phoenix International; St. Aloisius Hospital; Union Hospital; W.W. Wallwork, Inc.; Walgreen Company; Orthopaedic Associates; Performance Centers, Inc.; Vaaler Insurance; Connections, Inc.; AmeriPride, Inc.; Aggregate Industries; Halstad Telephone Co-operative; Olaf Anderson & Son; Mid-America Steel; Alliance Imaging, Inc.; Cargill, Inc.; Robert Gibb & Sons; Smurfit-Stone Corp.; Clinical Supplies Management, Inc.; Fargo Housing and Redevelopment Authority; Knife River Corp. a subsidiary of MDU Resources Group; Fargo Public School System; City of Valley City North Dakota; Fargo Housing & Redevelopment Authority; Red River Valley & Western Railroad Company.

PRE-LAW EMPLOYMENT

North Dakota Worker’s Compensation Bureau. Member of Legal Department in charge of review and analysis of appeals by employers and employees; Assistant Administrator of North Dakota’s first Crime Victims Reparations Act; Worked closely with Safety Department within Bureau to assist in identifying, analyzing and reducing risks related to all forms of employment in the state.

PROFESSIONAL ACTIVITIES

Member, State Bar Association of North Dakota and Minnesota State Bar Association
Chair, North Dakota Supreme Court Disciplinary Board (2015-2018)

Former Member, State Bar Association Judicial Nominating Committee, 1998-2004

Former Chair, Inquiry Committee Southeast, 1999-2005

Member, State Bar Association Ethics Committee, 1994-1999

Women Lawyers Section, President, 1988-1989

Member, Supreme Court Joint Procedures Committee, 1990-2001

Member, Ronald Davies American Inn of Court, founding member and program chair 1997-2000, Treasurer 2000-2005

Member, National Association of Railroad Trial Counsel

Member, American Bar Association, Litigation Section
Employment and Labor Section

Former Member, Federal Practice Committee (Eighth Circuit)

Member, Cass County Bar Association, President 1991-1992

Former Member, Character and Fitness Committee, Board of Law Examiners, State of North Dakota Current

**COURT ADMISSIONS**

United States Court of Appeals for the Eighth Circuit

United States District Courts for the Districts of North Dakota and Minnesota

All State Courts of North Dakota and Minnesota

Successfully argued cases before the North Dakota and Minnesota Supreme Courts and the Eighth Circuit Court of Appeals

**COMMUNITY INVOLVEMENT**

Former Director, Catholic Charities of North Dakota
Former Director, Village Family Service Center, Past Chairperson of the Board

Former Member, Fargo Catholic Schools Network Administrative Board, President 1992-93

Former Member, Fargo Catholic Schools Foundation Board

PRESENTATIONS Frequent speaker on employment law, violence in the work place and potential for liability to employers, civil litigation, civil trial practice, the rules of civil procedure and the rules of evidence for the National Business Institute, Lorman Education Services, National Institute of Trial Advocacy, Federal Bar and State Bar Association of North Dakota and University of North Dakota Law School.

Speaker at health care educational conference on liability to physicians and health systems management on liability associated with disruptive and abusive physicians; over 800 healthcare professionals in attendance.

ADJUNCT PROFESSOR Minnesota State University Moorhead-Employment & Labor Law; Spring Semester 2013.

PERSONAL Married to Eric Monson-Interim CEO, Lutheran Health Systems of North Dakota Fargo, ND

Children-Rachel Ellingson, deceased (7-24-1982 to 1-6-2019)

Rebecca Ellingson
Jessica Monson
Michael Monson

Grandchildren-Twins Zachary & Caden Monson
Adlie Blilie

Bardi the dog
Chloe the cat
Hobey the grand dog
March 12, 2020

Mayor Shaun Sipma
City of Minot
515 2nd Avenue SW
Minot, ND

RE: Letter of Retention
   City Council of the City of Minot

Dear Mayor Sipma,

This agreement acknowledges the employment of the Center for Mediation and Consultation, PLLC and Patricia R. Monson (hereinafter “Attorney”) by the City Council of the City of Minot (hereinafter “Client”) and the fee arrangement by which Attorney will represent Client and provide independent consultation on, investigation and assistance in the resolution of concerns involving City Manager Tom Barry.

**LEGAL FEES:** Client will be charged an hourly rate of $275.00 for all time spent by Attorney on this matter.

**COSTS AND EXPENSES:** In addition to legal fees, Client is responsible for payment of costs incurred and disbursements made on Client’s behalf. Attorney agrees to obtain Client’s approval of the retention of any expert determined to be necessary for the resolution of this matter. Client agrees to pay all expert fees and expenses in advance. Client specifically understands an attorney will not advance any expert fees and expenses. Attorney will also seek approval from Client prior to incurring expenses in excess of $500.00.

**PAYMENT OF FEES:** Client will be responsible for the prompt payment of all fees and costs incurred. Absent other arrangements made in writing, payment is due immediately upon receipt of the billing statement. In the event an Attorney must take legal action to collect Client’s account, Client expressly agrees to pay all collection costs, including reasonable attorney’s fees.

**SERVICES TO BE PERFORMED:** Attorney will charge Client for services which will include but are not limited to the following:

1. Contact by telephone with client, Council members and other relevant individuals;
(2) Interviews of significant witnesses.
(3) Follow up interviews as determined necessary.
(4) Case correspondence.
(5) Preparation of reports as requested by Client.
(6) Legal research.
(7) Conferences as required with Client.
(8) Travel time to and from locations away from the attorney’s office.

Services are billed to Client on a monthly basis. Payment is due upon receipt. Attorney makes no estimate as to the extent of the legal service or the total amount of fees and expenses which Client’s case will require.

WITHDRAWAL BY PARTIES: Client understands and expressly agrees that Attorney may withdraw from representation of Client at any time if Client fails to honor the fee arrangement set forth herein including, but not limited to, payment of fees and expenses on a timely basis; failure to cooperate in the preparation of the case; failure to make a full and complete disclosure of the facts and circumstances relating to the case; or otherwise takes any action which impedes the ability of Attorney to provide adequate and ethical representation. Attorney understands and agrees that Client may withdraw approval of representation by Attorney upon notice to Attorney of its withdrawal from the Agreement and payment in full of all outstanding fees and costs.

THIS REPRESENTATION AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES THE CLIENT TO READ THE AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THIS AGREEMENT.

I hereby acknowledge that I have read this Retention Agreement and have discussed any questions or concerns I have regarding this agreement and have received a copy of the same. I agree to retain Attorney in accordance with the terms and conditions of this agreement.

Dated: ____________________________

City Council of the City of Minot
By: Shaun Sipma
Its: Mayor
In consideration of the foregoing, I hereby agree to provide representation in the above matter.

Dated: __________________________

Patricia R. Monson, Attorney#03564
Center for Mediation & Consultation, PLLC