

EXHIBIT C GOVERNMENTAL RELATIONS AGREEMENT

THIS AGREEMENT is between the Minnesota Sports Facilities Authority (hereinafter referred to as "the Authority") and ~ (hereinafter referred to as "the Contractor").

WHEREAS, the Authority has need of professional intergovernmental relations services and the Contractor has offered to provide such services to the Authority pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the Authority and the Contractor agree as follows:

1. The Contractor agrees to provide to the Authority professional inter-governmental relations services to convey in a timely and accurate manner information regarding proposed legislation and its potential impact on the Authority to the Authority CEO/Executive Director. Specific services to be provided are set forth below. The Contractor will coordinate its services with other contractors providing similar services to the Authority to minimize duplication.
2. In providing the services described, the Contractor agrees to keep the Authority's CEO/Executive Director fully-informed of all phases of such inter-governmental relations activity and to consult with said CEO/Executive Director concerning the services performed.
3. The Contractor shall submit to the CEO/Executive Director oral and/or written reports as appropriate concerning legislative proposals conducive to the furtherance of the Authority's interests and to furnish to the CEO/Executive Director weekly a status of bills under consideration by the Legislature.

The Contractor shall submit a comprehensive written report following the legislative session. Such report will contain: 1) a review of major legislative and City Council actions which affect the Authority; 2) analysis of legislative proposals and legislation impacting Authority; 3) information on supporting and opposing rationale for legislative or City Council proposals; 4) other information which will impact the Authority.

4. The Contractor shall use their expertise in selecting the appropriate means and manner of performance in providing the services described in Paragraph 1; it being understood, however, that the final approval of all formal positions on legislative matters shall be made by the Authority.
5. For services provided under this Agreement, the Contractor shall receive \$* from January 1, 2013 through December 31, 2013 payable on a monthly basis. Payment will be made upon receipt of a monthly statement of activities and efforts made by the Contractor on behalf of the Authority. The Authority retains the right to extend the agreement with the Contractor for two (2) one year terms.

6. The fees set forth in Paragraph 5 above are full compensation for services rendered. No additional fees or expenses will be paid without prior authorization in writing by the CEO/Executive Director. Any and all expenses shall be incorporated into the monthly fee as part of that fee.
7. This Agreement shall be in force from January 1, 2013 to December 31, 2013, or until terminated by either party pursuant to Paragraph 8.
8. The Authority or the Contractor may terminate this Agreement without cause upon giving thirty (30) days written notice to the other party. In such event, the Contractor shall be compensated on a pro-rata basis for the services provided in a satisfactory manner through the effective date of termination. It is understood that services under this Agreement shall be performed by ~. ~ will work in conjunction with other Legislative liaisons the Authority designates.
9. In performing the provisions of this Agreement, the Contractor and the Authority agree to comply with all applicable Federal, State or local laws, rules and regulations or standards established by any agency or special governmental unit, including the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. The contractor will not represent any person or entity whose position on a matter is in conflict with the position of the Authority.
10. The governmental relations contractor is an independent contractor. The Authority does not provide regular office facilities, or administrative support staff for the Contractor. The Authority does not dictate regular work hours or provide any health insurance, pensions, or other benefits. The Contractor is responsible for all taxes relating to their compensation.

SERVICES PROVIDED

Specifically, the Contractor will provide the following services:

1. Notify and provide preliminary analysis of legislative bills, executive orders or general administrative orders which may affect the interests of the Authority. Provide a written update each week during the legislative session or any special sessions.
2. Provide appropriate notification of all scheduled and unscheduled hearings which could have an impact on the Authority or where members of the Authority or its staff should be in attendance.
3. Analyze and make recommendations regarding issues specifically of concern to the Authority and propose legislative remedies and strategies which will achieve the desired goals.
4. The Contractor agrees to attend meetings, hearings and other legislative or City Council events as may be requested by the CEO/Executive Director.

5. Continue a dialogue with those executive branch agencies which direct, develop and recommend policies to the Legislature and which impact Authority operations.
6. Inform, attempt to convince and persuade Legislators and where appropriate, members of other governmental units, of the Authority's position on matters affecting Authority activities.

METROPOLITAN SPORTS FACILITIES AUTHORITY

By: _____
Its Chairman

By: _____
Its CEO/Executive Director

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By: _____

Dated: _____