

Thank you for the questions! In conferring with our current bond counsel, here are the answers to the questions:

- 1) **Exhibit B - Section 3, Indemnification** contains a broad indemnification that appears to be from a more standard service provider contract form, requiring each proposer to defend, indemnify and hold harmless the Scott County CDA, its officers and employees against any and all liability, loss, costs, damages and expenses incurred. _____ maintains professional liability insurance through the Attorney's Liability Assurance Society (ALAS), which also insures many other major law firms). Like many if not all legal malpractice insurers, ours has an explicit condition with respect to our malpractice insurance coverage that invalidates the firm's coverage should the firm agree to an indemnification or hold harmless agreement with a client. The firm's professional liability coverage is robust (\$50M per claim/\$100M aggregate limit), and provides the CDA with appropriate safeguards concerning the firm's performance under the contemplated contract. We want the CDA to be able to take advantage of this coverage if needed and as such, we respectfully ask that Section 3 be deleted from our agreement with the CDA or the CDA agree to negotiate revisions to this section to enable the CDA to be able to access our ALAS legal malpractice policy.

Revision to Section 3 would be fine. All proposers please indicate if you have professional liability insurance that exceeds the CDA's request.

- 2) **Section VII, 2.A. Plan for Providing Services**, asks if there are other services not identified that would be beneficial to the CDA. Our firm has an extensive Affordable Housing Tax Credit practice and many of the CDA's bond issues appear to be related to this area. Would you consider adding this to the engagement

Please add this as a separate option.

- 3) **Section VII, 2b. Plan for Providing Services** asks for suggestions to improve the CDA's debt management program. The CDA has an experienced independent registered municipal advisor in Springsted Incorporated. In order to comply with the SEC's registered municipal advisor rule, we are assuming that you are looking for suggestions relating solely to legal items. With respect to legal matters, what area are you looking for suggestions in (legislation, different legal structures for bond issues, etc)?

Please use the SEC's registered municipal advisor rule in determining what your role would be. Besides the role of bond counsel, we have varying needs for legal services; please list the services you offer and hourly rate and any associated fees.

- 4) **Section V, Scope of Services**. We are assuming Springsted will take the lead in preparation of offering documents. Will we be engaged for industry standard review of these documents, rather than our firm drafting the offering document? Please confirm.

Please use the SEC's registered municipal advisor rule in determining what your role would be.