

Testimony in Support of HB 2537

My name is Jeff Chubb, and I am the attorney for the City of Independence, Kansas and have been for nearly 30 years. Many of my duties involve reviewing contracts entered into between the city and various vendors, contractors and business professionals. It is not uncommon for these proposed contracts to contain very strong language favoring the other party and detrimental to the city. Some examples are:

Binding arbitration clauses

Assessment of attorney fees and costs

Venue for lawsuits in an out of state jurisdiction

Indemnity clause requiring the city to indemnify the third party

Significant limitation of the liability of the third party

And more

Cities of the second class, such as mine and smaller, have little bargaining leverage should we object to some of the more oppressive contract provisions. I have long been aware of Department of Administration form DA-146a which is a mandatory contract attachment to all contracts entered into between the State of Kansas and third parties. DA-146a would bar such offending contract language if it were applicable to cities and counties, but it currently isn't. DA-146a was extended to public schools effective July 1, 2005, via K.S.A. 72-1148, and extended to community colleges effective July 1, 2005, via K.S.A. 72-201c. I have always wondered why cities and counties were not extended the same benefit that DA-146a provides to these other entities. It should be extended to cities and counties since they are also taxing entities which spend tax dollars. DA-146a provides considerable protection to all government entities.

I ask for your support of HB 2537.

Respectfully submitted.



Jeff Chubb, City Attorney
City of Independence, Kansas