



Testimony to the  
**Senate Committee on Judiciary & Ballot Measure 110 Implementation**  
**In Support of SB 213**

March 22, 2021

Good morning Chair Prozanski, Vice Chair Thatcher and members of the Senate Committee on Judiciary and Ballot Measure 110 Implementation. For the record, my name is Jessi Runyan representing Wildwood Environmental LLC, a two-member small, economically-disadvantaged, and women-owned environmental consulting firm established in 2015 and based in Portland. I am writing today to strongly support the -2 amendment to Senate Bill 213.

Senate Bill 213 will bring fairness to professional services contracts by ending the inclusion of duty to defend clauses in public and private agreements. This duty to defend clause is onerous as it requires the design professional be responsible to defend an owner or other party against claims asserted by a third-party even if the design professional is not negligent. This duty to defend clause is not fair, equitable or inclusive.

This requirement in professional services contracts is not fair to design firms of any size, but it is especially damaging to emerging and small businesses that typically don't have the ability to advocate against these contract requirements. Small businesses already face many hurdles when trying to compete for projects, and duty to defend clauses are a major deterrent to compete for certain projects, many of which are with governmental agencies. The financial, legal, and insurance ramifications of duty to defend have the potential to destroy a small business even if they are not at fault, and taking on a project that requires a duty to defend clause in the contract simply poses too much risk for many small businesses.

We respectfully ask this committee to support the -2 amendment to SB 213 and send this bill to the Senate floor. This is good business policy that will assist firms across the state in being able to engage in construction projects, including many government-funded projects, by removing this onerous duty to defend clause.

Thank you for your service and we are happy to be a resource if you have additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jessi Runyan", written in a cursive style.

Jessi Runyan  
Principal  
Wildwood Environmental LLC