

its original form it had only two sections. The essence of the first one was to void the existing Maximus contract. The second section added the emergency clause. Because it was necessary, due to our being able to introduce bills only during the first 10 days, to draft something and get it in so that I would have a vehicle so that's why you wound up with a green copy. I have done some research to gather some language to demonstrate the attitude toward contingent fee contracts when they involved public money, and based on that, I have been able to rewrite the bill. The amendment will be forthcoming, but I wanted to talk a bit about the bill itself first. What I should get out of the way right away is an opinion from the Attorney General. I would like to ask Senator Wehrbein a question or two about that opinion if I may.

SENATOR CROSBY: Senator Wehrbein, will you yield?

SENATOR WEHRBEIN: Yes.

SENATOR CHAMBERS: Senator Wehrbein, are you the one who requested the opinion from the Attorney General?

SENATOR WEHRBEIN: Yes.

SENATOR CHAMBERS: Was the Attorney General's final conclusion that the Legislature, if it voided that contract, would be impairing the rights under a contract and, therefore, violating the Constitution, more or less is that what he concluded?

SENATOR WEHRBEIN: Yes.

SENATOR CHAMBERS: Did he answer your question which you asked initially or at the outset and that was, is this a valid contract? Did he answer that question.

SENATOR WEHRBEIN: That was the first question? No, he did not.

SENATOR CHAMBERS: Thank you. Oh, one other...oh, thank you. That's all...and I just wanted to lay the groundwork on that opinion. Members of the Legislature, to have a valid contract you must have competent parties. The law refers to this as capacity meaning that you have every capacity that the law requires in order to enter a contract. The Attorney General refused to answer that question because he knows that the Legislature never has granted to any department or agency the