provision, party, or agency. It is the legislative intent that the provisions of the Compact be reasonably and liberally construed to effectuate the stated purposes of the Compact.

''5.5 No member of or delegate to Congress, or signatory shall be admitted to any share or part of this Compact, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

''5.6 When this Compact has been ratified by the legislature of each respective State, when the Governor of West Virginia and the Governor of Maryland have executed this Compact on behalf of their respective States and have caused a verified copy thereof to be filed with the Secretary of State of each respective State, when the Baltimore District of the U.S. Army Corps of Engineers has executed its concurrence with this Compact, and when this Compact has been consented to by the Congress of the United States, then this Compact shall become operative and effective.

''5.7 Either State may, by legislative act, after one year's written notice to the other, withdraw from this Compact. The U.S. Army Corps of Engineers may withdraw its concurrence with this Compact upon one year's written notice from the Baltimore District Engineer to the Governor of each State.

''5.8 This Compact may be amended from time to time. Each proposed amendment shall be presented in resolution form to the Governor of each State and the Baltimore District Engineer of the U.S. Army Corps of Engineers. An amendment to this Compact shall become effective only after it has been ratified by the legislatures of both signatory States and concurred in by the U.S. Army Corps of Engineers, Baltimore District. Amendments shall become effective thirty days after the date of the last concurrence or ratification.''.

SEC. 2. The right to alter, amend or repeal this joint resolution is hereby expressly reserved. The consent granted by this joint resolution shall not be construed as impairing or in any manner affecting any right or jurisdiction of the United States in and over the region which forms the subject of the compact.

The Senate joint resolution was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

A similar House joint resolution (H.J. Res. 113) was laid on the table.

GRANTING CONSENT OF CONGRESS TO MUTUAL AID AGREEMENT BETWEEN BRISTOL, VA, AND BRISTOL, TN

Mr. GEKAS. Mr. Speaker, I move to suspend the rules and pass the joint resolution (H.J. Res. 166) granting the consent of Congress to the mutual aid agreement between the city of Bristol, VA, and the city of Bristol, TN.

The Clerk read as follows:

H.J. RES. 166

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. CONGRESSIONAL CONSENT.

The Congress consents to the Mutual Aid Agreement entered into between the city of Bristol, Virginia, and the city of Bristol, Tennessee. The agreement reads as follows:

''THIS MUTUAL AID AGREEMENT, made and entered into by and between the CITY OF BRISTOL VIRGINIA, a municipality incorporated under the laws of the Commonwealth of Virginia (hereinafter 'Bristol Virginia'); and the CITY OF BRISTOL TENNESSEE, a municipality incorporated under the laws of the State of Tennessee (hereinafter 'Bristol Tennessee').

''WITNESSETH:

''WHEREAS, Section 15.1–131 of the Code of Virginia and Sections 6–54–307 and 12–9–101 et seq. of the Tennessee Code Annotated authorize Bristol Virginia and Bristol Tennessee to enter into an agreement providing for mutual law enforcement assistance;

''WHEREAS, the two cities desire to avail themselves of the authority conferred by these respective laws;

''WHEREAS, it is the intention of the two cities to enter into mutual assistance commitments with a pre-determined plan by which each city might render aid to the other in case of need, or in case of an emergency which demands law enforcement services to a degree beyond the existing capabilities of either city; and,

''WHEREAS, it is in the public interest of each city to enter into an agreement for mutual assistance in law enforcement to assure adequate protection for each city.

''NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived therefrom, the City of Bristol Virginia and the City of Bristol Tennessee agree as follows:

''1. Each city will respond to calls for law enforcement assistance by the other city only upon request for such assistance made by the senior law enforcement officer on duty for the requesting city, or his designee, in accordance with the terms of this Agreement. All requests for law enforcement assistance shall be directed to the senior law enforcement officer on duty for the city from which aid is requested.

''2. Upon request for law enforcement assistance as provided in Paragraph 1, the senior law enforcement officer on duty in the responding city will authorize a response as follows:

''a. The responding city will attempt to provide at least the following personnel and equipment in response to the request:

''(1) A minimum response of one vehicle and one person.

''(2) A maximum response of fifty percent (50%) of available personnel and resources.

''b. The response will be determined by the severity of the circumstances in the requesting city which prompted such request as determined by the senior law enforcement officer on duty in the responding city after discussion with the senior law enforcement officer on duty in the requesting city. Any decision reached by such senior officer of the responding city as to such response shall be final.

''c. If an emergency exists in the responding city at the time the request is made, or if such an emergency occurs during the course of responding to a request under this Agreement, and if the senior law enforcement officer on duty in the responding city reasonably determines, after a consideration of the severity of the emergency in his jurisdiction, that the responding city cannot comply with the minimal requirements under this Agreement without endangering life or incurring significant property damage in his city, or both, he may choose to use all equipment and personnel in his own jurisdiction. In such event, such officer of the responding city shall immediately attempt to inform the senior law enforcement officer on duty in the requesting city of his decision.

''3. The city which requests mutual aid under this Agreement shall not be deemed liable or responsible for the equipment and other personal property of personnel of the responding city which might be lost, stolen or damaged during the course of responding under the terms of this Agreement.

''4. The city responding to a request for mutual aid under this Agreement assumes all liabilities and responsibility as between the two cities for damage to its own equipment and other personal property. The responding city also assumes all liability and responsibility, as between the two cities, for any damage caused by its own equipment and/or the negligence of its personnel occurring outside the jurisdiction of the requesting city while en route thereto pursuant to a request for assistance under this Agreement, or while returning therefrom.

''5. The city responding under this Agreement assumes no responsibility or liability for damage to property or injury to any person that may occur due to actions taken in responding under this Agreement; all such liability and responsibility shall rest solely with the city requesting such aid and within which boundaries the property exists or the incident occurs, and the requesting party hereby assumes all of such liability and responsibility.

''6. Each city hereby waives any and all claims against the other city which may arise out of their activities in the other city's jurisdiction under this Agreement. To the extent permitted by law, the city requesting assistance under this Agreement shall indemnify and hold harmless the responding city (and its officers, agents and employees) from any and all claims by third parties for property damage or personal injury which may arise out of the activities of the responding city within the jurisdiction of the requesting city under this Agreement.

''7. The city responding to a request for assistance under this Agreement assumes no responsibility or liability for damage to property or injury to any person that may occur within the jurisdiction of the requesting city due to actions taken in responding under this Agreement. In accordance with Section 15.1–131 of the Code of Virginia and Section 29–20–107(f) of the Tennessee Code Annotated, all personnel of the responding city shall, during such time as they providing assistance in the requesting city under this Agreement, be deemed to be employees of the requesting city for tort liability purposes.

''8. No compensation will be due or paid by either city for mutual aid law enforcement assistance rendered under this Agreement.

''9. Except as provided in Paragraph 7 of this Agreement, neither city will make any claim for compensation against the other city for any loss, damage or personal injury which may occur as a result of law enforcement assistance rendered under this Agreement, and all such rights or claims are hereby expressly waived.

''10. When law enforcement assistance is rendered under this Agreement, the senior law enforcement officer on duty in the requesting city shall in all instances be in commend as to strategy, tactics and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior law enforcement officer in command of the responding city.

''11. Either city may terminate this Agreement upon sixty (60) days' written notice to the other city.

''12. This Agreement shall take effect upon its execution by the Mayor and Chief of Police for each city after approval of the City Council of each city, and upon its approval by the Congress of the United States as provided in Section 15.1–131 of the Code of Virginia. Each city will promptly submit this Agreement to its respective Congressman

and Senators for submission to the Congress.''.

SEC. 2. RIGHT TO ALTER, AMEND, OR REPEAL.

The right to alter, amend, or repeal this joint resolution is hereby expressly reserved by the Congress. The consent granted by this joint resolution shall not be construed as impairing or in any manner affecting any right or jurisdiction of the United States in and over the region which forms the subject of the agreement.

SEC. 3. CONSTRUCTION AND SEVERABILITY.

It is intended that the provisions of this agreement shall be reasonably and liberally construed to effectuate the purposes thereof. If any part or application of this agreement, or legislation enabling the agreement, is held invalid, the remainder of the agreement or its application to other situations or persons shall not be affected.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Pennsylvania [Mr. GEKAS] and the gentleman from Virginia [Mr. SCOTT] each will control 20 minutes.

The Chair recognizes the gentleman from Pennsylvania [Mr. GEKAS].

GENERAL LEAVE

Mr. GEKAS. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days to revise and extend their remarks on the joint resolution under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Pennsylvania?

There was no objection.

Mr. GEKAS. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, of course I rise in support of House Joint Resolution 166 and urge its adoption by the House. Just as the previous resolution, the Committee on the Judiciary has reported the bill to the House by a unanimous verdict of 25 to nothing. This one has to do with the contract between the cities of Bristol, VA, and Bristol, TN. As my colleagues can imagine, they abut, and the only thing that stands between them is the borderline.

When Tennessee and Virginia saw the need to enter into agreements to provide for mutual law enforcement assistance, they turned to their own bodies, their own legislative bodies, to approve this joint venture, and they did so, and so it comes to us now, as the Constitution, as I have said previously, demands, that the Congress approve the contract and compact between these two States.

The Bristols sit astride the Tennessee-Virginia border, with a total population of approximately 43,000. This mutual aid agreement is one that you might expect would be of considerable benefit for a community in which a State boundary runs along its main street.

The subcommittee was pleased to receive testimony and support of this legislation from our colleagues, the gentleman from Virginia [Mr. BOUCHER], sponsor of the resolution, and the gentleman from Tennessee [Mr. QUILLEN], each of whom presented a portion of the greater Bristol community agreement and who represent their respective portions of Bristol, on both sides of the border.

Mr. Speaker, I urge adoption of this resolution.

Mr. Speaker, I reserve the balance of my time.

Mr. SCOTT. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, I rise in support of House Joint Resolution 166.

Mr. Speaker, House Joint Resolution 166 was introduced by the gentleman from Virginia [Mr. BOUCHER] and the gentleman from Tennessee [Mr. QUILLEN]. It would grant the consent of Congress to a mutual aid agreement between the cities of Bristol, VA, and Bristol, TN, to allow law enforcement officers to respond to calls made by the other city. The State line cuts across Bristol's main thoroughfare, but police officers from Bristol, VA, do not have the legal authority to make arrests or perform other law enforcement activities on the other side of the street in Bristol, TN, and vice versa. This bill allows the cites to remedy that situation, and I commend Mr. BOUCHER and Mr. QUILLEN for their fine work on behalf of their constituents.

The bill was reported, as the gentleman from Pennsylvania [Mr. GEKAS] has indicated, from the Committee on the Joint without opposition, and I urge the support of the bill at this time.

Mr. QUILLEN. Mr. Speaker, I want to commend the Judiciary Committee for expeditiously moving this bill through the legislative process and bringing it to the floor today. I'd also like to thank my good friend from Virginia, [Mr. BOUCHER] for his leadership and hard work on this bill, and I'm proud to be an original cosponsor of the resolution.

Because our districts border each other, we frequently work together on matters that affect our border cities and constituents. House Joint Resolution 166 grants congressional approval to the mutual aid agreement between the city of Bristol, VA and the city of Bristol, TN.

The Virginia/Tennessee State line cuts right across State Street in Bristol, which is the city's main thoroughfare. Needless to say, there's a great deal of activity along this street, and unfortunately, some of it is criminal activity. There is often jurisdictional confusion and restrictions on law enforcement personnel caused by the location of the State line.

This legislation will allow each city to respond to requests for law enforcement assistance made by the other city. The citizens of Bristol deserve the best police protection available, and this mutual aid agreement will accomplish that goal.

Mr. Speaker, this agreement is authorized under Tennessee and Virginia law, and I hope we can get this resolution approved by both Houses without delay.

Mr. SCOTT. Mr. Speaker, I yield back the balance of my time.

Mr. GEKAS. Mr. Speaker, I have no further requests for time, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Pennsylvania [Mr. GEKAS] that the House suspend the rules and pass the joint resolution, House Joint Resolution 166.

The question was taken; and (two-thirds having voted in favor thereof) the rules were suspended and the joint resolution was passed.

A motion to reconsider was laid on the table.

CONFERRING JURISDICTION WITH RESPECT TO LAND CLAIMS OF ISLETA PUEBLO

Mr. SMITH of Texas. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 740) to confer jurisdiction on the U.S. Court of Federal Claims with respect to land claims of Pueblo of Isleta Indian Tribe.

The Clerk read as follows:

H.R. 740

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. JURISDICTION.

Nothwithstanding sections 2401 and 2501 of title 28, United States Code, and section 12 of the Act of August 13, 1946 (60 Stat. 1052), or any other law which would interpose or support a defense of untimeliness, jurisdiction is hereby conferred upon the United States Court of Federal Claims to hear, determine, and render judgment on any claim by Pueblo of Isleta Indian Tribe of New Mexico against the United States with respect to any lands or interests therein the State of New Mexico or any adjoining State held by aboriginal title or otherwise which were acquired from the tribe without payment of adequate compensation by the United States. As a matter of adequate compensation, the United States Claims Court may award interest at a rate of five percent per year to accrue from the date on which such lands or interests therein were acquired from the tribe by the United States. Such jurisdiction is conferred only with respect to claims accruing on or before August 13, 1946, and all such claims must be filed within three years after the date of enactment of this Act. Such jurisdiction is conferred notwithstanding any failure of the tribe to exhaust any available administrative remedy.

SEC. 2. CERTAIN DEFENSES NOT APPLICABLE.

Any award made to any Indian tribe other than the Pueblo of Isleta Indian Tribe of New Mexico before, on, or after the date of the enactment of this Act under any judgment of the Indian Claims Commission or any other authority with respect to any lands that are the subject of a claim submitted by the tribe under section 1 shall not be considered a defense, estopped, or set-off to such claim, and shall not otherwise affect the entitlement to, or amount of, any relief with respect to such claim.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Texas [Mr. SMITH] and the gentleman from Virginia [Mr. SCOTT] each will control 20 minutes.

The Chair recognizes the gentleman from Texas [Mr. SMITH].

GENERAL LEAVE

Mr. SMITH of Texas. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days to revise and extend their remarks on the bill under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Texas?

There was no objection.

Mr. SMITH of Texas. Mr. Speaker, I yield myself such time as I may consume.