

complete power reasonably required to give effect to the purposes hereof. The provisions of this Compact are in addition to and not in derogation of any power existing in the county commissions and municipal corporations herein named under any constitutional, statutory, or charter provisions which they or any of them may now have or may hereafter acquire or adopt."

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

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.

PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT

Mr. GORTON. I ask unanimous consent that the Senate proceed to the immediate consideration of calendar No. 475, S.J. Res. 35.

The PRESIDING OFFICER. The clerk will report.

The legislative clerk read as follows:

A joint resolution (S.J. Res. 35) granting the consent of Congress to the Pacific Northwest Emergency Management Arrangement.

The PRESIDING OFFICER. Is there objection to the immediate consideration of the joint resolution?

There being no objection, the Senate proceeded to consider the joint resolution.

Mr. GORTON. I ask unanimous consent that the joint resolution be considered read a third time and passed, the motion to reconsider be laid upon the table, and that any statements relating to the joint resolution appear at the appropriate place in the RECORD.

The PRESIDING OFFICER. Without objection, it is so ordered.

The joint resolution (S.J. Res. 35) was considered read the third time and passed, as follows:

S.J. RES. 35

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

SECTION 1. CONGRESSIONAL CONSENT.

Congress consents to the Pacific Northwest Emergency Management Arrangement entered into between the States of Alaska, Idaho, Oregon, and Washington, and the Province of British Columbia and the Yukon Territory. The arrangement is substantially as follows:

"PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT

"Whereas, Pacific Northwest emergency management arrangement between the government of the States of Alaska, the government of the State of Idaho, the government of the State of Oregon, the government of the State of Washington, the government of the State of the Providence of British Columbia, and the government of Yukon Territory hereinafter referred to collectively as the 'Signatories' and separately as a 'Signatory';

"Whereas, the Signatories recognize the importance of comprehensive and coordinated civil emergency preparedness, response and recovery measures for natural and technological emergencies or disasters, and for declared or undeclared hostilities including enemy attack;

"Whereas, the Signatories further recognize the benefits of coordinating their sepa-

rate emergency preparedness, response and recovery measures with that of contiguous jurisdictions for those emergencies, disasters, or hostilities affecting or potentially affecting any one or more of the Signatories in the Pacific Northwest; and

"Whereas, the Signatories further recognize that regionally based emergency preparedness, response and recovery measures will benefit all jurisdictions within the Pacific Northwest, and best serve their respective national interests in cooperative and coordinated emergency preparedness as facilitated by the Consultative Group on Comprehensive Civil Emergency and Management established in the Agreement Between the government of the United States of America and the government of Canada on Cooperation and Comprehensive Civil Emergency Planning and Management signed at Ottawa, Ontario, Canada on April 28, 1986; Now, therefore, be it is hereby agreed by and between each and all of the Signatories hereto as follows:

"ADVISORY COMMITTEE

"(1) An advisory committee named the Western Regional Emergency Management Advisory Committee (W-REMAC) shall be established which will include one member appointed by each Signatory.

"(2) The W-REMAC will be guided by the agreed-upon Terms of Reference-Annex A.

"PRINCIPLES OF COOPERATION

"(3) Subject to the laws of each Signatory, the following cooperative principles are to be used as a guide by the Signatories in civil emergency matters which may affect more than one Signatory:

"(A) The authorities of each Signatory may seek the advice, cooperation, or assistance of any other Signatory in any civil emergency matter.

"(B) Nothing in the arrangement shall derogate from the applicable laws within the jurisdiction of any Signatory. However, the authorities of any Signatory may request from the authorities of any other signatory appropriate alleviation of such laws if their normal application might lead to delay or difficulty in the rapid execution of necessary civil emergency measures.

"(C) Each Signatory will use its best efforts to facilitate the movement of evacuees, refugees, civil emergency personnel, equipment or other resources into or across its territory, or to a designated staging area when it is agreed that such movement or staging will facilitate civil emergency operations by the affected or participating Signatories.

"(D) In times of emergency, each Signatory will use its best efforts to ensure that the citizens or residents of any other Signatory present in its territory are provided emergency health services and emergency social services in a manner no less favorable than that provided to its own citizens.

"(E) Each Signatory will use discretionary power as far as possible to avoid levy of any tax, tariff, business license, or user fees on the services, equipment, and supplies of any other Signatory which is engaged in civil emergency activities in the territory of another Signatory, and will use its best efforts to encourage local governments or other jurisdictions within its territory to do likewise.

"(F) When civil emergency personnel, contracted firms or personnel, vehicles, equipment, or other services from any Signatory are made available to or are employed to assist any other Signatory, all providing Signatories will use best efforts to ensure that charges, levies, or costs for such use or assistance will not exceed those paid for similar use of such resources within their own territory.

"(G) Each Signatory will exchange contact lists, warning and notification plans, and selected emergency plans and will call to the attention of their respective local governments and other jurisdictional authorities in areas adjacent to intersignatory boundaries, the desirability of compatibility of civil emergency plans and the exchange of contact lists, warning and notification plans, and selected emergency plans.

"(H) The authority of any Signatory conducting an exercise will ensure that all other signatories are provided an opportunity to observe, and/or participate in such exercises.

"COMPREHENSIVE NATURE

"(4) This document is a comprehensive arrangement on civil emergency planning and management. To this end and from time to time as necessary, all Signatories shall—

"(A) review and exchange their respective contact lists, warning and notification plans, and selected emergency plans; and

"(B) as appropriate, provide such plans and procedures to local governments, and other emergency agencies within their respective territories.

"ARRANGEMENT NOT EXCLUSIVE

"(5) This is not an exclusive arrangement and shall not prevent or limit other civil emergency arrangements of any nature between Signatories to this arrangement. In the event of any conflicts between the provisions of this arrangement and any other arrangement regarding emergency service entered into by two or more States of the United States who are Signatories to this arrangement, the provisions of that other arrangement shall apply, with respect to the obligations of those States to each other, and not the conflicting provisions of this arrangement.

"AMENDMENTS

"(6) This Arrangement and the Annex may be amended (and additional Annexes may be added) by arrangement of the Signatories.

"CANCELLATION OR SUBSTITUTION

"(7) Any Signatory to this Arrangement may withdraw from or cancel their participation in this Arrangement by giving sixty days, written notice in advance of this effective date to all other Signatories.

"AUTHORITY

"(8) All Signatories to this Arrangement warrant they have the power and capacity to accept, execute, and deliver this Arrangement.

"EFFECTIVE DATE

"(9) Notwithstanding any dates noted elsewhere, this Arrangement shall commence April 1, 1996."

SEC. 2. INCONSISTENCY OF LANGUAGE.

The validity of the arrangements consented to by this Act shall not be affected by any insubstantial difference in their form or language as adopted by the States and provinces.

SEC. 3. RIGHT TO ALTER, AMEND, OR REPEAL.

The right to alter, amend, or repeal this Act is hereby expressly reserved.

MARION NATIONAL FISH HATCHERY AND CLAUDE HARRIS NATIONAL AQUACULTURAL RESEARCH CENTER CONVEYANCE ACT

Mr. GORTON. I ask unanimous consent that the Senate now proceed to the consideration of calendar No. 493, S. 1883.

The PRESIDING OFFICER. The clerk will report.

The legislative clerk read as follows:

A bill (S. 1883) to direct the Secretary of the Interior to convey the Marion National Fish Hatchery and the Claude Harris National Aquacultural Research Center to the State of Alabama, and for other purposes.

The PRESIDING OFFICER. Is there objection to the immediate consideration of the bill?

There being no objection, the Senate proceeded to consider the bill, which had been reported from the Committee on Environment and Public Works, with amendments; as follows:

(The parts of the bill intended to be stricken are shown in boldface brackets and the parts of the bill intended to be inserted are shown in italic.)

S. 1883

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

SECTION 1. SHORT TITLE.

This Act may be cited as the "Marion National Fish Hatchery and Claude Harris National Aquacultural Research Center Conveyance Act".

SEC. 2. CONVEYANCE OF MARION NATIONAL FISH HATCHERY AND CLAUDE HARRIS NATIONAL AQUACULTURAL RESEARCH CENTER TO THE STATE OF ALABAMA.

(a) CONVEYANCE REQUIREMENT.—

(1) IN GENERAL.—Not later than 180 days after the date of enactment of this Act, the Secretary of the Interior shall convey to the State of Alabama without reimbursement, and subject to the condition described in paragraph (2), all right, title, and interest of the United States in and to the properties described in subsection (b) for use by the Game and Fish Division of the Department of Conservation and Natural Resources of the State of Alabama (referred to in this section as the "Game and Fish Division")—

[(A) as part of the fish culture program of the State of Alabama; or

[(B) for any other purpose approved in writing by the regional director of the United States Fish and Wildlife Service for the region in which the properties are located.

[(2) LEASE OF CLAUDE HARRIS NATIONAL AQUACULTURAL RESEARCH CENTER.—

[(A) TO ALABAMA AGRICULTURE EXPERIMENT STATION.—As a condition of the conveyance under paragraph (1), the Game and Fish Division shall offer to lease the property described in subsection (b)(1)(B) to the Alabama Agriculture Experiment Station—

[(i) at no cost to the Station or the Game and Fish Division; and

[(ii) for the period requested by the Station and provided by Alabama law.

[(B) TO ANOTHER PUBLIC ENTITY.—If the Station declines the offer or fails to renew any lease, the Game and Fish Division shall offer to lease any portion of the property to another public entity.]

Fish Division)" as part of the fish culture program of the State of Alabama.

(2) LEASE OF CLAUDE HARRIS NATIONAL AQUACULTURAL RESEARCH CENTER.—As a condition of the conveyance under paragraph (1), the Game and Fish Division shall offer to lease the property described in subsection (b)(1)(B) to the Alabama Agriculture Experiment Station—

(A) at no cost to the Station or the Game and Fish Division; and

(B) for the period requested by the Station and provided by Alabama law.

(b) DESCRIPTION OF PROPERTIES.—The properties referred to in subsection (a)(1) consist of—

(1)(A) the portion of the Marion National Fish Hatchery leased to the Game and Fish

Division, located 7 miles northeast of Marion, Alabama, on State Highway 175, as described in Amendment No. 2 to the Cooperative Agreement dated June 6, 1974, between the United States Fish and Wildlife Service and the Game and Fish Division, consisting of approximately 300 acres; and

(B) the Claude Harris National Aquacultural Research Center, located 7 miles northeast of Marion, Alabama, on State Highway 175, as described in a document of the United States Fish and Wildlife Service entitled "EXHIBIT A" and dated March 19, 1996, consisting of approximately 298 acres;

(2) all improvements and related personal property under the control of the Secretary of the Interior that are located on the properties described in paragraph (1), including buildings, structures, and equipment; and

(3) all easements, leases, and water and timber rights relating to the properties described in paragraph (1).

(c) REVERSIONARY INTEREST.—

(1) REQUIREMENT.—If any property conveyed to the State of Alabama under this section is used for any purpose other than the use authorized under subsection (a), all right, title, and interest in and to all property conveyed under this section shall revert to the United States.

(2) CONDITION OF PROPERTY ON REVERSION.—In the case of a reversion of property under paragraph (1), [subject to any sale or lease of timber or mineral interests on or under the property,] the State of Alabama shall ensure that all property reverting to the United States under this subsection is in substantially the same condition as, or in better condition than, at the time of conveyance under subsection (a).

[(d) JURISDICTION.—Effective at the time of conveyance of the properties under subsection (a), the United States retrocedes jurisdiction over the properties to the State of Alabama.]

Mr. GORTON. I ask unanimous consent that the committee amendments be agreed to, the bill be considered read a third time and passed, the motion to reconsider be laid upon the table, and that any statements relating to the bill appear at the appropriate place in the RECORD.

The PRESIDING OFFICER. Without objection, it is so ordered.

The committee amendments were agreed to.

The bill (S. 1883), as amended, was considered read the third time and passed.

JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS AUTHORIZATION ACT OF 1998

Mr. GORTON. I ask unanimous consent that the Senate now proceed to the consideration of calendar No. 488, H.R. 3504.

The PRESIDING OFFICER. The clerk will report.

The legislative clerk read as follows:

A bill (H.R. 3504) to amend the John F. Kennedy Center Act to authorize appropriations for the John F. Kennedy Center for the Performing Arts and to further define the criteria for capital repair and operation and maintenance.

The PRESIDING OFFICER. Is there objection to the immediate consideration of the bill?

There being no objection, the Senate proceeded to consider the bill.

Mr. CHAFEE. Mr. President, the bill now before the Senate is the "John F. Kennedy Center for the Performing Arts Authorization Act."

The concept of a national Center for the performing arts originated during the administration of President Dwight D. Eisenhower. President Eisenhower envisioned a national cultural center in the nation's capital, and in 1958, with the support of Congress, he signed into law the National Cultural Center Act, which established the Center as an independently administered bureau of the Smithsonian Institution. Following the death of President Kennedy, the Congress in 1964 renamed the Center in honor of the late president.

The Kennedy Center was opened to the public in September 1971. The response was overwhelming—so much so that the Center's Board of Trustees requested help from Congress in maintaining and operating the Center, for the benefit of the millions of visitors. In 1972, Congress authorized the National Park Service to provide maintenance, security, and other services necessary to maintain the facility. For the next two decades, the Park Service received federal appropriations for the maintenance and operation of the Presidential monument.

In the early part of this decade, however, it became clear that the Kennedy Center facility—which had not seen comprehensive capital repair since its opening—had deteriorated significantly due to both age and intensive public use. Those repairs that had taken place—such as the 1977 repair of the leaking roof—were undertaken in response to threatening conditions. The Board of Trustees, with the support of the Park Service, therefore set out to achieve a more effective long-term approach to management of the facility, with one entity responsible for both the care of the physical plant and the staging of performance activities.

In 1994, therefore, Congress approved and the President signed the John F. Kennedy Center Act Amendments (Public Law 103-279). That Act authorized the transfer of all capital repair, operations, and maintenance of the Center from the Park Service to the Kennedy Center Board of Trustees.

The Act also directed the Board to develop a comprehensive, multi-year plan for the restoration and ongoing maintenance of the Kennedy Center. In 1995, the Board delivered the Comprehensive Building Plan, which set forth a long-term, two-stage program for the remediation of substandard building conditions, as well as continuous maintenance for the future. Phase I, scheduled for Fiscal Years 1995 through 1998, has concluded successfully. During this time, several major projects were completed, including the installation of a new, energy-efficient heating and cooling system, replacement of the leaking roof and roof terrace, and the major renovation of the Concert Hall. Phase II is scheduled to take place over the next eleven fiscal