

The PRESIDING OFFICER. The bill will be placed on the calendar.

UNANIMOUS-CONSENT
AGREEMENT—H.R. 1058

Mr. LOTT. Madam President, I ask unanimous consent that at 9:30 a.m. on Tuesday, December 5, the Senate receive the conference report to accompany H.R. 1058, the securities litigation bill, and it be considered under the following time agreement: 8 hours equally divided in the usual manner between the chairman and the ranking minority member of the Banking Committee or their designee, with 15 minutes of the majority time under the control of Senator SPECTER, and that following the conclusion or yielding back of time, the Senate proceed to vote on the conference report without any intervening action or debate.

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

RESOLUTION RELATIVE TO THE
DEATH OF THE REV. RICHARD
HALVERSON, LATE THE CHAP-
LAIN OF THE U.S. SENATE

Mr. LOTT. Madam President, I ask unanimous consent the Senate proceed to the immediate consideration of Senate Resolution 196, submitted earlier today by Senators DOLE and DASCHLE.

The PRESIDING OFFICER. The clerk will report.

The assistant legislative clerk read as follows:

Whereas, the Reverend Dr. Richard Halverson became the 60th Senate Chaplain on February 2, 1981, and faithfully served the Senate for 14 years as Senate Chaplain;

Whereas, Dr. Halverson for more than 40 years was an associate in the International Prayer Breakfast Movement and Chairman of the Board of World Vision and President of Concerned Ministries;

Whereas, Dr. Halverson was the author of several books, including "A Day at a Time", "No Greater Power", "We the People", and "Be Yourself. . . and God's"; and

Whereas, Dr. Halverson was graduated from Wheaton College and Princeton Theological Seminary, and served as a Presbyterian minister throughout his professional life, including being the senior pastor at Fourth Presbyterian Church of Bethesda, Maryland; Now, therefore, be it

Resolved, That the Senate has heard with profound sorrow and deep regret the announcement of the death of the Reverend Dr. Richard Halverson, late the Chaplain of the United States Senate.

Resolved, That the Secretary transmit an enrolled copy thereof to the family of the deceased.

Resolved, That when the Senate recesses or adjourns today, it recess or adjourn as a further mark of respect to the memory of the deceased.

Mr. LOTT. Madam President, I ask unanimous consent the resolution be agreed to, the preamble be agreed to, the motion to reconsider be laid upon the table and any statements relating to the resolution appear at the appropriate place in the RECORD.

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

The resolution (S. Res. 196) was agreed to.

The preamble was agreed to.

SADDLEBACK MOUNTAIN-ARIZONA
SETTLEMENT ACT

Mr. LOTT. Madam President, I ask unanimous consent the Senate proceed to the immediate consideration of Calendar No. 245, S. 1341.

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

The clerk will report.

The assistant legislative clerk read as follows:

A bill (S. 1341) to provide for the transfer of certain lands to the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, and for other purposes.

The Senate proceeded to consider the bill, which had been reported from the Committee on Indian Affairs, 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. 1341

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 "Saddleback Mountain-Arizona Settlement Act of 1995".

SEC. 2. FINDINGS AND PURPOSES.

(a) FINDINGS.—Congress finds that—

(1) the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, have a longstanding interest in a 701-acre tract of land known as the "Saddleback Property", that lies within the boundaries of the City and abuts the north boundary of the Salt River Pima-Maricopa Indian Reservation;

(2) the Saddleback Property includes Saddleback Mountain and scenic hilly terrain along the Shea Boulevard corridor in Scottsdale, Arizona, that—

(A) has significant conservation value; and
(B) is of historic and cultural significance to the Community;

(3) in 1989, the Resolution Trust Corporation acquired the Saddleback Property as a receiver for the Sun City Savings and Loan Association;

(4) after the Saddleback Property was noticed for sale by the Resolution Trust Corporation, a dispute between the Community and the City arose concerning the future ownership, use, and development of the Saddleback Property;

(5) the Community and the City each filed litigation with respect to that dispute, but in lieu of pursuing that litigation, the Community and the City negotiated a Settlement Agreement that—

(A) addresses the concerns of each of those parties with respect to the future use and development of the Saddleback Property; and

(B) provides for the dismissal of the litigation;

(6) under the Settlement Agreement, subject to detailed use and development agreements—

(A) the Community will purchase a portion of the Saddleback Property; and

(B) the City will purchase the remaining portion of that property; and

(7) the Community and the City agree that the enactment of legislation by Congress to ratify the Settlement Agreement is necessary in order for—

(A) the Settlement Agreement to become effective; and

(B) the United States to take into trust the property referred to in paragraph (6)(A) and make that property a part of the Reservation.

(b) PURPOSES.—The purposes of this Act are—

(1) to approve and confirm the Settlement, Release, and Property Conveyance Agreement executed by the Community, the City, and the Resolution Trust Corporation;

(2) to ensure that the Settlement Agreement (including the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits)—

(A) is carried out; and

(B) is fully enforceable in accordance with its terms, including judicial remedies and binding arbitration provisions; and

(3) to provide for the taking into trust by the United States of the portion of the Saddleback Property purchased by the Community in order to make that portion a part of the Reservation.

SEC. 3. DEFINITIONS.

For the purposes of this Act, the following definitions shall apply:

(1) CITY.—The term "City" means the city of Scottsdale, Arizona, which is a municipal corporation in the State of Arizona.

(2) COMMUNITY.—The term "Community" means the Salt River Pima-Maricopa Indian Community, which is a federally recognized Indian tribe.

(3) DEDICATION PROPERTY.—The term "Dedication Property" means a portion of the Saddleback Property, consisting of approximately 27 acres of such property, that the City will acquire in accordance with the Settlement Agreement.

(4) DEVELOPMENT AGREEMENT.—The term "Development Agreement" means the agreement between the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (11)(A); and

(B) apply to the future use and development of the Development Property.

(5) DEVELOPMENT PROPERTY.—The term "Development Property" means a portion of the Saddleback Property, consisting of approximately 211 acres, that the Community will acquire in accordance with the Settlement Agreement.

(6) MOUNTAIN PROPERTY.—The term "Mountain Property" means a portion of the Saddleback Property, consisting of approximately 365 acres, that the Community will acquire in accordance with the Settlement Agreement.

(7) PRESERVATION PROPERTY.—The term "Preservation Property" means a portion of the Saddleback Property, consisting of approximately 98 acres, that the City will acquire in accordance with the Settlement Agreement.

(8) RESERVATION.—The term "Reservation" means the Salt River Pima-Maricopa Indian Reservation.

(9) SADDLEBACK PROPERTY.—The term "Saddleback Property" means a tract of land that—

(A) consists of approximately 701 acres within the city of Scottsdale, Arizona; and

(B) includes the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property.

(10) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(11) SETTLEMENT AGREEMENT.—The term "Settlement Agreement"—

(A) means the Settlement, Release and Property Conveyance Agreement executed on September 11, 1995, by the Community,

the City, and the Resolution Trust Corporation (in its capacity as the Receiver for the Sun State Savings and Loan Association, F.S.A.); and

(B) includes the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits.

(2) USE AGREEMENT.—The term "Use Agreement" means the agreement between the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (1)(A); and

(B) apply to the future use and development of the Mountain Property.

SEC. 4. APPROVAL OF AGREEMENT.

The Settlement Agreement is hereby approved and ratified and shall be fully enforceable in accordance with its terms and the provisions of this Act.

SEC. 5. TRANSFER OF PROPERTIES.

(a) IN GENERAL.—Upon satisfaction of all conditions to closing set forth in the Settlement Agreement, the Resolution Trust Corporation shall transfer, pursuant to the terms of the Settlement Agreement—

(1) to the Secretary, the Mountain Property and the Development Property purchased by the Community from the Resolution Trust Corporation; and

(2) to the City, the Preservation Property and the Dedication Property purchased by the City from the Resolution Trust Corporation.

(b) TRUST STATUS.—The Mountain Property and the Development Property transferred pursuant to subsection (a)(1) shall, subject to sections 6 and 7—

(1) be held in trust by the United States for the Community; and

(2) become part of the Reservation.

(c) LIMITATION ON LIABILITY.—*Notwithstanding any other provision of law, the United States shall not incur any liability for conditions, existing prior to the transfer, on the parcels of land referred to in subsection (b) to be transferred to the United States in trust for the Salt River Pima-Maricopa Indian Community.*

[(c)] (d) RECORDS.—Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the Secretary shall file a plat of survey depicting the Saddleback Property (that includes a depiction of the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property) with—

(1) the office of the Recorder of Maricopa County, Arizona; and

(2) the Titles and Records Center of the Bureau of Indian Affairs, located in Albuquerque, New Mexico.

SEC. 6. LIMITATIONS ON USE AND DEVELOPMENT.

Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the properties transferred pursuant to paragraphs (1) and (2) of section 5(a) shall be subject to the following limitations and conditions on use and development:

(1) PRESERVATION PROPERTY.—

(A) IN GENERAL.—Except as provided in subparagraph (B), the Preservation Property shall be forever preserved in its natural state for use only as a public park or recreation area that shall—

(i) be utilized and maintained for the purposes set forth in section 4(C) of the Settlement Agreement; and

(ii) be subject to the restrictions set forth in section 4(C) of the Settlement Agreement.

(B) SHEA BOULEVARD.—At the sole discretion of the City, a portion of the Preservation Property may be used to widen, reconfigure, repair, or reengineer Shea Boulevard in accordance with section 4(D) of the Settlement Agreement.

(2) DEDICATION PROPERTY.—The Dedication Property shall be used to widen, reconfigure, repair, or reengineer Shea Boulevard and 136th Street, in accordance with sections 4(D) and 7 of the Settlement Agreement.

(3) MOUNTAIN PROPERTY.—Except for the areas in the Mountain Property referred to as Special Cultural Land in section 5(C) of the Settlement Agreement, the Mountain Property shall be forever preserved in its natural state for use only as a public park or recreation area that shall—

(A) be utilized and maintained for the purposes set forth in section 5(C) of the Settlement Agreement; and

(B) be subject to the restrictions set forth in section 5(C) of the Settlement Agreement.

(4) DEVELOPMENT PROPERTY.—The Development Property shall be used and developed for the economic benefit of the Community in accordance with the provisions of the Settlement Agreement and the Development Agreement.

SEC. 7. AMENDMENTS TO THE SETTLEMENT AGREEMENT.

No amendment made to the Settlement Agreement (including any deviation from an approved plan described in section 9(B) of the Settlement Agreement) shall become effective, unless the amendment—

(1) is made in accordance with the applicable requirements relating to the form and approval of the amendment under sections 9(B) and 34 of the Settlement Agreement; and

(2) is consistent with the provisions of this Act.

Mr. MCCAIN. Mr. President, I rise in support of S. 1341, the Saddleback Mountain-Arizona Settlement Act of 1995.

I was very pleased to join with Senator KYL in sponsoring this legislation. Its purpose is to approve an agreement to settle a dispute between the Salt River Pima-Maricopa Indian community and the city of Scottsdale, AZ, over 701 acres of land known as the Saddleback property. This property is currently held by the Resolution Trust Corporation.

The Saddleback property is located in the easternmost part of Scottsdale, abuts 1.7 miles of the northern boundary of the Salt River Indian Reservation, and is undeveloped. Its most distinctive feature is Saddleback Mountain, a striking natural landmark that rises abruptly from the desert floor to a height of 900 feet. Due to its location, high conservation value and other special features, the property's use and disposition are of major importance both to the community and the city.

A dispute arose after the Resolution Trust Corporation, in its capacity as the receiver for the Sun State Savings & Loan Association, acquired the Saddleback property in 1989 and subsequently noticed it for sale. The community submitted the highest cash bid for the property, \$6,500,000, conditioned upon being able to develop the flat portion of the property. The city, concerned about the direction that development of the property by the community might follow, sued the Resolution Trust Corporation to acquire the property by eminent domain. The Resolution Trust Corporation then rejected all auction sale bids and determined to transfer the property to Scottsdale

through the eminent domain litigation. The community thereupon filed civil rights actions against the city and the Resolution Trust Corporation, seeking damages.

Rather than pursue the litigation, the city, the community and the Resolution Trust Corporation sought to resolve their dispute through negotiation. The result of their efforts is a settlement agreement under which the Resolution Trust Corporation will sell the property to Scottsdale and the community for a total of \$6,500,000. The city will pay \$636,000 to acquire approximately 98 acres for preservation and 27 acres for future expansion of an important traffic artery, Shea Boulevard. The community will pay \$5,864,000 to acquire 576 acres adjoining its reservation, and this land will be added to its reservation. The two lawsuits, which are pending in the U.S. District Court for the District of Arizona, will be dismissed.

Under the settlement agreement, 365 acres of the property to be acquired by the community, including Saddleback Mountain, will be forever preserved in its natural state for use only as a public park and recreation area. Except for a limited number of sites that are of particular historical and cultural significance to the community, the public will have free access to this area. Together with the preservation property to be acquired by the city, it will be jointly managed by the city and the community. The remaining 211 acres to be acquired by the community will be subject to a detailed development agreement with the city, as well as the limitations and restrictions of current community zoning laws.

Enactment of S. 1341 will eliminate any ambiguity as to the enforceability of the settlement agreement, and will ensure that the lands purchased by the Salt River Indian Community will be held in trust by the United States as part of the Salt River Reservation.

The sale of the Saddleback property to the Indian community and the city will realize \$6.5 million for the taxpayers, less any closing costs incurred by the Resolution Trust Corporation. No new authorization or expenditure of Federal funds is needed and none is provided by S. 1341.

The Committee on Indian Affairs held a hearing on S. 1341 on October 26, 1995, and on November 7, by voice vote, ordered the bill reported with an amendment. As amended, the bill has the unqualified support of the administration as well as the Salt River Pima-Maricopa Indian community and the city of Scottsdale.

The Saddleback settlement reflects what President Lincoln referred to as the better angels of our nature. Rather than spend time and money on acrimonious litigation, the leaders of the tribal and city governments emphasized their common interests and negotiated their differences in good faith as neighbors. The enhanced mutual respect resulting from this cooperation is a significant byproduct of their efforts.

In particular, I congratulate Ivan Makil, the President of the Salt Water Pima-Maricopa Indian community, and Herb Drinkwater, the mayor of Scottsdale, and their respective councils, for their enlightened leadership in resolving the questions and issues involving the Saddleback property.

As a result of their collective efforts, Saddleback Mountain will be preserved in its natural state in a park setting within what is a rapidly developing urban area. For generations to come, citizens of every stripe will be able to appreciate and enjoy this unique natural monument. Similarly, the Salt River Indian community is assured of always being able to preserve and protect the historic and cultural areas of the mountain that are of great significance to its members.

The Saddleback settlement is a victory for common sense and civility. It is irrefutable evidence that good will and mutual respect are key to finding win-win solutions to complex problems. S. 1341 confirms this victory and this evidence. I strongly urge the Senate to approve it.

Mr. LOTT. I ask unanimous consent the committee amendments be agreed to, the bill be deemed read a third time and passed as amended, the motion to reconsider be laid upon the table, and any statements relating to the bill be placed in the RECORD at the appropriate place.

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

The bill (S. 1341), as amended, was deemed read a third time and passed, as follows:

S. 1341

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 "Saddleback Mountain-Arizona Settlement Act of 1995".

SEC. 2. FINDINGS AND PURPOSES.

(1) FINDINGS.—Congress finds that—

(A) the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, have a longstanding interest in a 701-acre tract of land known as the "Saddleback Property", that lies within the boundaries of the City and abuts the north boundary of the Salt River Pima-Maricopa Indian Reservation;

(2) the Saddleback Property includes Saddleback Mountain and scenic hilly terrain along the Shea Boulevard corridor in Scottsdale, Arizona, that—

(A) has significant conservation value; and

(B) is of historic and cultural significance to the Community;

(3) in 1989, the Resolution Trust Corporation acquired the Saddleback Property as a receiver for the Sun City Savings and Loan Association;

(4) after the Saddleback Property was noticed for sale by the Resolution Trust Corporation, a dispute between the Community and the City arose concerning the future ownership, use, and development of the Saddleback Property;

(5) the Community and the City each filed litigation with respect to that dispute, but in lieu of pursuing that litigation, the Community and the City negotiated a Settlement Agreement that—

(A) addresses the concerns of each of those parties with respect to the future use and development of the Saddleback Property; and

(B) provides for the dismissal of the litigation;

(6) under the Settlement Agreement, subject to detailed use and development agreements—

(A) the Community will purchase a portion of the Saddleback Property; and

(B) the City will purchase the remaining portion of that property; and

(7) the Community and the City agree that the enactment of legislation by Congress to ratify the Settlement Agreement is necessary in order for—

(A) the Settlement Agreement to become effective; and

(B) the United States to take into trust the property referred to in paragraph (6)(A) and make that property a part of the Reservation.

(b) PURPOSES.—The purposes of this Act are—

(1) to approve and confirm the Settlement, Release, and Property Conveyance Agreement executed by the Community, the City, and the Resolution Trust Corporation;

(2) to ensure that the Settlement Agreement (including the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits)—

(A) is carried out; and

(B) is fully enforceable in accordance with its terms, including judicial remedies and binding arbitration provisions; and

(3) to provide for the taking into trust by the United States of the portion of the Saddleback Property purchased by the Community in order to make that portion a part of the Reservation.

SEC. 3. DEFINITIONS.

For the purposes of this Act, the following definitions shall apply:

(1) CITY.—The term "City" means the city of Scottsdale, Arizona, which is a municipal corporation in the State of Arizona.

(2) COMMUNITY.—The term "Community" means the Salt River Pima-Maricopa Indian Community, which is a federally recognized Indian tribe.

(3) DEDICATION PROPERTY.—The term "Dedication Property" means a portion of the Saddleback Property, consisting of approximately 27 acres of such property, that the City will acquire in accordance with the Settlement Agreement.

(4) DEVELOPMENT AGREEMENT.—The term "Development Agreement" means the agreement between the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (1)(A); and

(B) apply to the future use and development of the Development Property.

(5) DEVELOPMENT PROPERTY.—The term "Development Property" means a portion of the Saddleback Property, consisting of approximately 211 acres, that the Community will acquire in accordance with the Settlement Agreement.

(6) MOUNTAIN PROPERTY.—The term "Mountain Property" means a portion of the Saddleback Property, consisting of approximately 365 acres, that the Community will acquire in accordance with the Settlement Agreement.

(7) PRESERVATION PROPERTY.—The term "Preservation Property" means a portion of the Saddleback Property, consisting of approximately 98 acres, that the City will acquire in accordance with the Settlement Agreement.

(8) RESERVATION.—The term "Reservation" means the Salt River Pima-Maricopa Indian Reservation.

(9) SADDLEBACK PROPERTY.—The term "Saddleback Property" means a tract of land that—

(A) consists of approximately 701 acres within the city of Scottsdale, Arizona; and

(B) includes the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property.

(10) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(11) SETTLEMENT AGREEMENT.—The term "Settlement Agreement"—

(A) means the Settlement, Release and Property Conveyance Agreement executed on September 11, 1995, by the Community, the City, and the Resolution Trust Corporation (in its capacity as the Receiver for the Sun State Savings and Loan Association, F.S.A.); and

(B) includes the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits.

(12) USE AGREEMENT.—The term "Use Agreement" means the agreement between the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (11)(A); and

(B) apply to the future use and development of the Mountain Property.

SEC. 4. APPROVAL OF AGREEMENT.

The Settlement Agreement is hereby approved and ratified and shall be fully enforceable in accordance with its terms and the provisions of this Act.

SEC. 5. TRANSFER OF PROPERTIES.

(a) IN GENERAL.—Upon satisfaction of all conditions to closing set forth in the Settlement Agreement, the Resolution Trust Corporation shall transfer, pursuant to the terms of the Settlement Agreement—

(1) to the Secretary, the Mountain Property and the Development Property purchased by the Community from the Resolution Trust Corporation; and

(2) to the City, the Preservation Property and the Dedication Property purchased by the City from the Resolution Trust Corporation.

(b) TRUST STATUS.—The Mountain Property and the Development Property transferred pursuant to subsection (a)(1) shall, subject to sections 6 and 7—

(1) be held in trust by the United States for the Community; and

(2) become part of the Reservation.

(c) LIMITATION ON LIABILITY.—Notwithstanding any other provision of law, the United States shall not incur any liability for conditions, existing prior to the transfer, on the parcels of land referred to in subsection (b) to be transferred to the United States in trust for the Salt River Pima-Maricopa Indian Community.

(d) RECORDS.—Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the Secretary shall file a plat of survey depicting the Saddleback Property (that includes a depiction of the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property) with—

(1) the office of the Recorder of Maricopa County, Arizona; and

(2) the Titles and Records Center of the Bureau of Indian Affairs, located in Albuquerque, New Mexico.

SEC. 6. LIMITATIONS ON USE AND DEVELOPMENT.

Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the properties transferred pursuant to paragraphs (1) and (2) of section 5(a) shall be subject to the following limitations and conditions on use and development:

(1) PRESERVATION PROPERTY.—

(A) IN GENERAL.—Except as provided in subparagraph (B), the Preservation Property shall be forever preserved in its natural state for use only as a public park or recreation area that shall—

(i) be utilized and maintained for the purposes set forth in section 4(C) of the Settlement Agreement; and

(ii) be subject to the restrictions set forth in section 4(C) of the Settlement Agreement.

(B) SHEA BOULEVARD.—At the sole discretion of the City, a portion of the Preservation Property may be used to widen, reconfigure, repair, or reengineer Shea Boulevard in accordance with section 4(D) of the Settlement Agreement.

(2) DEDICATION PROPERTY.—The Dedication Property shall be used to widen, reconfigure, repair, or reengineer Shea Boulevard and 136th Street, in accordance with sections 4(D) and 7 of the Settlement Agreement.

(3) MOUNTAIN PROPERTY.—Except for the areas in the Mountain Property referred to as Special Cultural Land in section 5(C) of the Settlement Agreement, the Mountain Property shall be forever preserved in its natural state for use only as a public park or recreation area that shall—

(A) be utilized and maintained for the purposes set forth in section 5(C) of the Settlement Agreement; and

(B) be subject to the restrictions set forth in section 5(C) of the Settlement Agreement.

(4) DEVELOPMENT PROPERTY.—The Development Property shall be used and developed for the economic benefit of the Community in accordance with the provisions of the Settlement Agreement and the Development Agreement.

SEC. 7. AMENDMENTS TO THE SETTLEMENT AGREEMENT.

No amendment made to the Settlement Agreement (including any deviation from an approved plan described in section 9(B) of the Settlement Agreement) shall become effective, unless the amendment—

(1) is made in accordance with the applicable requirements relating to the form and approval of the amendment under sections 9(B) and 34 of the Settlement Agreement; and

(2) is consistent with the provisions of this Act.

PHILANTHROPY PROTECTION ACT

Mr. LOTT. Madam President, I ask unanimous consent the Senate proceed to the immediate consideration of H.R. 2519, just received from the House.

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

The clerk will report.

The assistant legislative clerk read as follows:

A bill (H.R. 2519) to facilitate contributions to charitable organizations by codifying certain exemptions from the Federal securities laws, and for other purposes.

The Senate proceeded to consider the bill.

Mr. PRESSLER. Madam President, I am pleased that the Senate today is taking action on H.R. 2519, the Philanthropy Protection Act, and H.R. 2525, the Charitable Gift Annuity Anti-trust Relief Act. Both bills are very important to our Nation's charitable organizations. These bills deserve our full support.

America's charities are America's inspiration. They serve those in physical and spiritual distress. They educate

our children and adults so that they can become self-sufficient. They enrich our lives through music and the arts. They seek cures for diseases that plague humanity. They encourage the preservation of our environment. As our Government finally begins to tighten its fiscal belt, America's charities will be expected to assume an even greater responsibility. As they have done on so many occasions during war and peace, depression and prosperity, America's charities are prepared to answer the call for assistance.

America's charities are a vital foundation of our Nation. However, today, they are under unwarranted and life-threatening assault. As many of my colleagues know, an ominous class action lawsuit in a Federal court in Texas has put American philanthropy in jeopardy. Specifically, this lawsuit disingenuously attempts to apply securities and antitrust laws meant to govern commercial enterprises to fundraising and money-management techniques of charities. This is an application of Federal law never contemplated by Congress.

This lawsuit has been an issue of great concern to this Congress. To their credit, my friends and colleagues from Texas and Connecticut, Senators HUTCHISON and DODD, identified this problem early on and introduced S. 978 to address the issues raised in the lawsuit and clarify the role of the securities laws and the antitrust laws with respect to charitable organizations. I am pleased to be one of a number of bipartisan cosponsors of this legislation. I am even more pleased that the Senate is taking action to pass this legislation. Quick action to enact this legislation would free donors to make year-end gifts without fear of becoming entangled in a stressful, costly lawsuit. Further, enactment of this bill would free charities to do what they do best: serve the people of America. With the beginning of the holiday season—the peak period of charitable giving—passage of this bill could not have come at a better time.

I also would like to commend our colleagues in the House of Representatives. They took action last night and passed both H.R. 2519 and H.R. 2525 unanimously. I applaud the House leadership and the bipartisan sponsors of this bill, including Representatives HYDE, CONYERS, BLILEY, FIELDS, DINGELL and MARKEY, among others, for working together to pass the bill as part of the House's Correction Day calendar.

Action is needed. Millions of dollars of donations that should be going to charitable programs are instead being wasted on attorneys' fees and needless litigation. We must not stand idly by while America's charitable organizations are looted. Both bills make clear that charities that go astray of both the law and the public trust will be held accountable to the full extent of the law. Both bills would end unfair punishment of those charities that

play by the rules and pursue their missions in good faith. Both bills restore fairness to the law and remove the cloud over charitable giving. Today, we can send an important signal to our citizens that in their time of need, America's charities will still be there for them and future generations.

Again, I commend my colleagues from Texas and Connecticut, Senators HUTCHISON and DODD, and all the cosponsors of S. 978, for coming together in a demonstration of bipartisan support for America's charities.

I urge all my colleagues to support immediate passage of H.R. 2519 and H.R. 2525.

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

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

The bill (H.R. 2519) was deemed read three times and passed.

**CHARITABLE GIFT ANNUITY
ANTITRUST RELIEF ACT**

Mr. LOTT. Madam President, I ask unanimous consent the Senate proceed to the immediate consideration of H.R. 2525, just received from the House.

The PRESIDING OFFICER. The clerk will report.

The assistant legislative clerk read as follows:

A bill (H.R. 2525) to modify the operation of the antitrust laws, and of State laws similar to the antitrust laws, with respect to charitable gift annuities.

The Senate proceeded to consider the bill.

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

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

The bill (H.R. 2525) was deemed read three times and passed.

**ORDERS FOR THURSDAY,
NOVEMBER 30, 1995**

Mr. LOTT. Madam President, I ask unanimous consent now that when the Senate completes its business today it stand in adjournment until the hour of 10 a.m. on Thursday, November 30; that following the prayer, the Journal of proceedings be deemed approved to date, no resolutions come over under the rule, the call of the calendar be dispensed with, the morning hour be deemed to have expired, time for the two leaders be reserved for their use later in the day, and there then be a period for morning business until the hour of 2 p.m. with Senators permitted to speak for up to 5 minutes each; with the following exceptions: Senator