

medical costs continue to skyrocket, we can expect to see this trend continue for most of the decade.

As chairman of the Committee on Veterans Affairs, I have been working with my colleagues to ensure that next year's budget meets the documented needs of our Nation's 25 million veterans.

Mr. Speaker, I am very pleased to say that, under the leadership of the budget chairman, the gentleman from Iowa (Mr. NUSSLE), the budget resolution that comes to the floor will not only maintain our sacred commitments, but will actually expand vital health care for our veterans.

The VA's budget will grow to a record \$56.9 billion, including a whopping 12 percent increase in VA health care. That is \$2.8 billion for veterans' health care.

It is a good budget, and I commend the chairman, the gentleman from Iowa (Mr. NUSSLE), for crafting this outstanding budget to our Nation's veterans.

COMMUNICATION FROM THE CLERK OF THE HOUSE

The SPEAKER pro tempore laid before the House the following communication from the Clerk of the House of Representatives:

OFFICE OF THE CLERK,  
HOUSE OF REPRESENTATIVES,  
Washington, DC, March 18, 2002.

Hon. J. DENNIS HASTERT,  
The Speaker, House of Representatives,  
Washington, DC.

DEAR MR. SPEAKER: Pursuant to the permission granted in Clause 2(h) of Rule II of the Rules of the U.S. House of Representatives, the Clerk received the following message from the Secretary of the Senate on March 15, 2002 at 11:27 a.m. That the Senate agreed to the House amendment to the Senate amendments to the bill H.R. 1499.

Appointments: Board of Trustees of the American Folklife Center of the Library of Congress.

With best wishes, I am  
Sincerely,

JEFF TRANDAHL,  
Clerk of the House.

ANNOUNCEMENT BY THE SPEAKER PRO TEMPORE

The SPEAKER pro tempore. Pursuant to clause 8 of rule XX, the Chair announces that he will postpone further proceedings today on each motion to suspend the rules on which a recorded vote or the yeas and nays are ordered, or on which the vote is objected to under clause 6 of rule XX.

Any record votes on postponed questions will be taken after debate has concluded on all motions to suspend the rules, but not before 6:30 p.m. today.

PROVIDING FOR BINDING ARBITRATION IN LEASES AND CONTRACTS ON RESERVATION LANDS OF GILA RIVER INDIAN COMMUNITY

Mr. HAYWORTH. Mr. Speaker, I move to suspend the rules and pass the

bill (H.R. 3985) to amend the Act entitled "An Act to authorize the leasing of restricted Indian lands for public, religious, educational, recreational, residential, business, and other purposes requiring the grant of long-term leases", approved August 9, 1955, to provide for binding arbitration clauses in leases and contracts related to reservation lands of the Gila River Indian Community.

The Clerk read as follows:

H.R. 3985

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the first section of the Act entitled "An Act to authorize the leasing of restricted Indian lands for public, religious, educational, recreational, residential, business, and other purposes requiring the grant of long-term leases", approved August 9, 1955, (69 Stat. 539; 25 U.S.C. 415) is amended by adding at the end the following new subsection:

"(f) Any lease entered into under the Act of August 9, 1955 (69 Stat. 539), as amended, or any contract entered into under section 2103 of the Revised Statutes (25 U.S.C. 81), as amended, affecting land within the Gila River Indian Community Reservation may contain a provision for the binding arbitration of disputes arising out of such lease or contract. Such leases or contracts entered into pursuant to such Acts shall be considered within the meaning of 'commerce' as defined and subject to the provisions of section 1 of title 9, United States Code. Any refusal to submit to arbitration pursuant to a binding agreement for arbitration or the exercise of any right conferred by title 9 to abide by the outcome of arbitration pursuant to the provisions of chapter 1 of title 9, sections 1 through 14, United States Code, shall be deemed to be a civil action arising under the Constitution, laws or treaties of the United States within the meaning of section 1331 of title 28, United States Code."

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Arizona (Mr. HAYWORTH) and the gentleman from American Samoa (Mr. FALEOMAVAEGA) each will control 20 minutes.

The Chair recognizes the gentleman from Arizona (Mr. Hayworth).

□ 1415

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

Mr. Speaker, I look forward to working with my friend, the gentleman from American Samoa (Mr. FALEOMAVAEGA) this afternoon on the legislation.

Mr. Speaker, the Gila River Indian community is currently a finalist in the new Arizona Cardinals Stadium site selection process. In connection with the possible development of the stadium on the Gila River Indian Community's reservation, the issue has arisen regarding the need for certainty with respect to resolution of contract disputes between the Gila River Indian Community and its business lease tenants.

Many of the community's commercial contracts provide for arbitration of disputes. They further provide that the agreement to arbitrate and any arbitra-

tion decision may be enforced in either tribal or Federal court. Unfortunately, tenants and their lenders remain uncomfortable with the tribal court for a variety of reasons, and Federal courts would lack jurisdiction over contract disputes between private business entities and Indian tribes.

In addition to the possible development of a stadium site, the community has developed the business part for high-end commercial uses. Since potential business partners see no viable means to enforce contract and land lease arbitration provisions, some very good potential tenants for the community's business park and other potential business partners have in the past decided to look elsewhere. Providing potential tenants with a Federal court remedy if the community refuses to arbitrate according to agreed-to lease provisions will cause quality developers to be more interested in leasing land in the business part because leases will be more financeable and marketable.

The Salt River Pima-Maricopa Indian Community, also in my congressional district, has been successful in attracting commercial tenants to its various projects. One reason for its success is a unique Federal statute that Congress adopted in 1983. This statute basically provides that with respect to Salt River leases, Federal courts have jurisdiction to enforce agreements to arbitrate and any resulting arbitration decision. To a large extent, this statute has enabled Salt River leases to be financeable and marketable. Attorneys for the Salt River Pima-Maricopa Indian Community report that there has never been any Federal court litigation filed pursuant to the statute since it was adopted nearly 20 years ago. Still the statute has provided assurance to tenants that, if necessary, there is an available forum other than tribal court to enforce Salt River's agreement to arbitrate lease disputes.

Mr. Speaker, I would also mention that the introduction of this legislation does not in any way imply any preference for the selection of the Gila River Indian Community for the site of the Arizona Cardinals stadium. I feel that both the Gila River Indian Community site and the city of Mesa site will serve as excellent possibilities for construction of a new stadium. This legislation, however, will help ensure that the best possible business environment will exist if the stadium is to be built. Therefore, I would urge passage of the bill.

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

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

(Mr. FALEOMAVAEGA asked and was given permission to revise and extend his remarks.)

Mr. FALEOMAVAEGA. Mr. Speaker, I certainly would like to commend my good friend and colleague, the gentleman from Arizona (Mr. HAYWORTH)