

# Calendar No. 568

111<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

# S. 2739

[Report No. 111-292]

To amend the Federal Water Pollution Control Act to provide for the establishment of the Puget Sound Program Office, and for other purposes.

---

## IN THE SENATE OF THE UNITED STATES

NOVEMBER 5, 2009

Ms. CANTWELL (for herself and Mrs. MURRAY) introduced the following bill; which was read twice and referred to the Committee on Environment and Public Works

SEPTEMBER 16, 2010

Reported by Mrs. BOXER, with an amendment and an amendment to the title  
[Strike out all after the enacting clause and insert the part printed in *italic*]

---

## A BILL

To amend the Federal Water Pollution Control Act to provide for the establishment of the Puget Sound Program Office, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Puget Sound Recovery  
5 Act of 2009”.

1 **SEC. 2. PUGET SOUND.**

2 Title I of the Federal Water Pollution Control Act  
3 (~~33~~ U.S.C. 1251 et seq.) is amended by adding at the end  
4 the following:

5 **“SEC. 123. PUGET SOUND.**

6 “(a) DEFINITIONS.—In this section:

7 “(1) COMPREHENSIVE PLAN.—The term ‘Com-  
8 prehensive Plan’ means the Puget Sound Action  
9 Agenda, a comprehensive conservation and manage-  
10 ment plan established under section ~~320~~, as modi-  
11 fied by the Puget Sound Partnership.

12 “(2) COUNCIL.—The term ‘Council’ means the  
13 Puget Sound Program Advisory Council established  
14 by subsection (d)(1).

15 “(3) DIRECTOR.—The term ‘Director’ means  
16 the Director of the Puget Sound Program Office.

17 “(4) OFFICE.—The term ‘Office’ means the  
18 Puget Sound Program Office established under sub-  
19 section (b)(1).

20 “(5) PUGET SOUND PARTNERSHIP.—The term  
21 ‘Puget Sound Partnership’ means the agency of the  
22 State of Washington, together with associated coun-  
23 cils, boards, and panels, that is—

24 “(A) formed under authority of State law  
25 for the purpose of protecting and restoring  
26 Puget Sound; and

1           “(B) designated as the management con-  
2           ference under section 320.

3           “(b) PROGRAM OFFICE.—

4           “(1) ESTABLISHMENT.—The Administrator  
5           shall establish within the Environmental Protection  
6           Agency a Puget Sound Program Office, to be co-lo-  
7           cated with the Puget Sound Partnership in the State  
8           of Washington.

9           “(2) APPOINTMENT OF DIRECTOR.—The Ad-  
10          ministrator shall appoint a Director of the Office,  
11          who, by reason of management experience and tech-  
12          nical expertise relating to Puget Sound, is highly  
13          qualified to support the development and implemen-  
14          tation of projects, programs, and studies necessary  
15          to implement the Comprehensive Plan.

16          “(3) DELEGATION OF AUTHORITY; STAFFING.—  
17          The Administrator shall delegate to the Director  
18          such authority and provide such additional staff as  
19          are necessary to carry out this section.

20          “(c) DUTIES.—

21          “(1) IN GENERAL.—In carrying out this sec-  
22          tion, the Administrator, acting through the Director,  
23          shall—

24                  “(A) assist and support the implementa-  
25                  tion of the Comprehensive Plan;

1           “(B) provide funding and make grants for  
2 implementation of the Comprehensive Plan and  
3 projects, programs, and studies consistent with  
4 the priorities of the Comprehensive Plan;

5           “(C) promote innovative methodologies and  
6 technologies that are cost-effective and con-  
7 sistent with the identified goals and objectives  
8 of the Comprehensive Plan and Environmental  
9 Protection Agency permitting processes;

10           “(D) coordinate the major functions of the  
11 Federal Government relating to the implemen-  
12 tation of the Comprehensive Plan, including  
13 projects, programs, and studies for—

14                   “(i) water quality improvements;

15                   “(ii) wetland, riverine, and estuary  
16 restoration and protection;

17                   “(iii) nearshore restoration and pro-  
18 tection; and

19                   “(iv) endangered species recovery;

20           “(E) coordinate the research and planning  
21 projects authorized under this section with ac-  
22 tivities of Federal agencies, State agencies, In-  
23 dian tribes, institutions of higher education,  
24 and the Science Panel of the Puget Sound  
25 Partnership, including conducting or commis-

1 sioning studies considered to be necessary by  
2 the Science Panel for strengthened implementa-  
3 tion of the Comprehensive Plan;

4 “(F) track progress toward meeting the  
5 identified goals and objectives of the Com-  
6 prehensive Plan by—

7 “(i) implementing and supporting a  
8 project, program, and study monitoring  
9 system consistent with the performance  
10 management system used by the Puget  
11 Sound Partnership; and

12 “(ii) coordinating, managing, and re-  
13 porting environmental data relating to  
14 Puget Sound in a manner consistent with  
15 methodologies used by the Puget Sound  
16 Partnership, including, to the maximum  
17 extent practicable, making such data and  
18 reports on such data available to the pub-  
19 lic, including on the Internet, in a timely  
20 manner;

21 “(G) coordinate projects, programs, and  
22 studies for the protection of Puget Sound, the  
23 Strait of Georgia, and the Strait of Juan de  
24 Fuca with Canadian authorities; and

1           “(H) collect and make available to the  
2           public, including on the Internet, publications  
3           and other forms of information relating to the  
4           environmental quality of Puget Sound.

5           “(2) IMPLEMENTATION METHODS.—The Ad-  
6           ministrators, acting through the Director, may enter  
7           into interagency agreements, make intergovern-  
8           mental personnel appointments, provide funding,  
9           provide grants, and use other available methods in  
10          carrying out the duties of the Director under this  
11          subsection.

12          “(d) PUGET SOUND PROGRAM ADVISORY COUN-  
13          CIL.—

14                 “(1) IN GENERAL.—There is established a  
15                 council, to be known as the ‘Puget Sound Program  
16                 Advisory Council’, to provide advice to the Adminis-  
17                 trator on the implementation of the identified goals  
18                 and objectives of the Comprehensive Plan.

19                 “(2) COMPOSITION.—The Council shall consist  
20                 of—

21                         “(A) a Federal agency board consisting  
22                         of—

23                                 “(i) representatives of appropriate  
24                                 Federal agencies that may affect or imple-

1                   ment projects or programs identified in the  
2                   Comprehensive Plan;

3                   “(ii) the Executive Director of the  
4                   Puget Sound Partnership; and

5                   “(iii) the Director, who shall serve as  
6                   Chairperson of the Federal agency board;  
7                   and

8                   “(B) an intergovernmental board con-  
9                   sisting of the members of the Leadership Coun-  
10                  cil and the Ecosystem Coordination Board of  
11                  the Puget Sound Partnership.

12                 “(3) MEETINGS.—The Council shall meet at  
13                 least twice per year—

14                         “(A) to assess the progress of the Office in  
15                         meeting the identified goals and objectives of  
16                         the Comprehensive Plan;

17                         “(B) to identify improvements to meeting  
18                         the identified goals and objectives of the Com-  
19                         prehensive Plan; and

20                         “(C) to assess Federal agency budget  
21                         needs to implement the Comprehensive Plan.

22                 “(4) COMPENSATION OF MEMBERS.—A member  
23                 of the Council shall serve without compensation.

24                         “(5) TRAVEL EXPENSES.—Subject to the avail-  
25                         ability of appropriations, the Administrator shall re-

1       imburse a member of the Council for travel ex-  
 2       penses, including per diem in lieu of subsistence, at  
 3       rates authorized for an employee of a Federal agen-  
 4       cy under subchapter I of chapter 57 of title 5,  
 5       United States Code, while away from home or the  
 6       regular place of business of the member in perform-  
 7       ance of services for the Council.

8       “(e) IMPLEMENTATION OF THE COMPREHENSIVE  
 9       PLAN.—

10           “(1) IN GENERAL.—The Administrator, acting  
 11       through the Director, in consultation with the Puget  
 12       Sound Partnership, shall carry out projects, pro-  
 13       grams, and studies to implement the Comprehensive  
 14       Plan.

15           “(2) PRIORITY PROJECTS, PROGRAMS AND  
 16       STUDIES.—The Administrator shall give special em-  
 17       phasis to projects, programs, and studies that are  
 18       identified as priorities by the Puget Sound Partner-  
 19       ship in the Comprehensive Plan.

20           “(3) GRANTS.—The Administrator, acting  
 21       through the Director, may provide grants for  
 22       projects, programs, and studies to implement the  
 23       Comprehensive Plan, including—

24           “(A) a comprehensive grant, in an amount  
 25       equal to 50 percent of the funds made available



1 to carry out this subsection for a fiscal year, to  
2 the Puget Sound Partnership for—

3 “(i) use in managing the implementa-  
4 tion of the Comprehensive Plan; and

5 “(ii) allocation by the Puget Sound  
6 Partnership for projects, programs, and  
7 studies prioritized in the Comprehensive  
8 Plan; and

9 “(B) other grants, in an aggregate amount  
10 equal to 50 percent of the funds made available  
11 to carry out this subsection for a fiscal year, to  
12 State and regional water pollution control agen-  
13 cies and entities, federally recognized Indian  
14 tribes, State coastal zone management agencies,  
15 local governments, other public or nonprofit pri-  
16 vate agencies, institutions, or organizations for  
17 use in implementing specific projects, programs,  
18 and studies identified in the Comprehensive  
19 Plan.

20 “(4) FEDERAL SHARE.—The Federal share of  
21 the cost of a project, program, or study carried out  
22 under this subsection shall be—

23 “(A) not more than 50 percent of the cost  
24 of a project, program, or study; or

1           “(B) up to 100 percent of the cost of a  
 2           project, program, or study if the project, pro-  
 3           gram, or study is located in or specifically af-  
 4           fects a community that meets the affordability  
 5           criteria for distressed communities established  
 6           by the State in which the community is located,  
 7           if such criteria are established after public re-  
 8           view and comment.

9           “(5) FORM OF NON-FEDERAL SHARE.—The  
 10          non-Federal share of the cost of any project, pro-  
 11          gram, or study funded under this subsection shall be  
 12          provided from non-Federal sources.

13          “(f) ANNUAL BUDGET PLAN.—The President, as  
 14          part of the annual budget of the Federal Government,  
 15          shall submit information regarding each Federal agency  
 16          involved in Puget Sound protection and restoration, in-  
 17          cluding—

18                 “(1) an interagency crosscut budget that dis-  
 19                 plays for each Federal agency—

20                         “(A) amounts obligated for the preceding  
 21                         fiscal year for protection and restoration  
 22                         projects, programs, and studies relating to  
 23                         Puget Sound;

24                         “(B) the estimated budget for the current  
 25                         fiscal year for protection and restoration

1 projects, programs, and studies relating to  
2 Puget Sound; and

3 “(C) the proposed budget for protection  
4 and restoration projects, programs, and studies  
5 relating to Puget Sound; and

6 “(2) a description and assessment of the Fed-  
7 eral role in the implementation of the Comprehen-  
8 sive Plan and the specific role of each Federal agen-  
9 cy involved in Puget Sound protection and restora-  
10 tion, including specific projects, programs, and stud-  
11 ies conducted or planned to achieve the identified  
12 goals and objectives of the Comprehensive Plan.

13 “(g) REPORT.—Not later than 1 year after the date  
14 of enactment of this section and biennially thereafter, the  
15 Administrator and the Executive Director of the Puget  
16 Sound Partnership shall jointly submit to Congress a re-  
17 port that—

18 “(1) summarizes the progress made in imple-  
19 menting the Comprehensive Plan and progress to-  
20 ward achieving the identified goals and objectives de-  
21 scribed in the Comprehensive Plan;

22 “(2) summarizes any modifications to the Com-  
23 prehensive Plan in the period covered by the report;

1           “~~(3)~~ incorporates specific recommendations con-  
 2           cerning the implementation of the Comprehensive  
 3           Plan; and

4           “~~(4)~~ summarizes the roles and progress of each  
 5           Federal agency that has jurisdiction in the Puget  
 6           Sound watershed toward meeting the identified goals  
 7           and objectives of the Comprehensive Plan.

8           “~~(h)~~ AUTHORIZATION OF APPROPRIATIONS.—There  
 9           is authorized to be appropriated to the Administrator to  
 10          carry out this section \$125,000,000 for each of fiscal  
 11          years 2010 through 2015, to remain available until ex-  
 12          pended.”.

13       **SECTION 1. SHORT TITLE.**

14           *This Act may be cited as the “Puget Sound Recovery*  
 15       *Act of 2010”.*

16       **SEC. 2. PUGET SOUND.**

17           *Title I of the Federal Water Pollution Control Act (33*  
 18       *U.S.C. 1251 et seq.) is amended by adding at the end the*  
 19       *following:*

20       **“SEC. 123. PUGET SOUND.**

21           “(a) *DEFINITIONS.—In this section:*

22                   “(1) *ANNUAL PRIORITY LIST.—The term ‘annual*  
 23                   *priority list’ means the annual priority list compiled*  
 24                   *under subsection (d).*

1           “(2) *COMPREHENSIVE PLAN.*—The term ‘com-  
2           *prehensive plan*’ means—

3                   “(A) *the Puget Sound Action Agenda, a*  
4                   *comprehensive conservation and management*  
5                   *plan approved under section 320; and*

6                   “(B) *any amendments to that plan.*

7           “(3) *EXECUTIVE DIRECTOR.*—The term ‘*Execu-*  
8           *tive Director*’ means the *Executive Director of the*  
9           *Puget Sound Partnership.*

10           “(4) *PUGET SOUND FEDERAL CAUCUS.*—The  
11           term ‘*Puget Sound Federal Caucus*’ means the caucus  
12           *composed of—*

13                   “(A) *the 13 Federal agencies that signed a*  
14                   *memorandum of understanding on November 17,*  
15                   *2008, to establish a collaborative effort among*  
16                   *Federal agencies to better integrate, organize,*  
17                   *and align Federal efforts in the Puget Sound*  
18                   *ecosystem with the comprehensive plan; and*

19                   “(B) *such other Federal agencies as the Ad-*  
20                   *ministrator determines to be appropriate.*

21           “(5) *PUGET SOUND PARTNERSHIP.*—The term  
22           ‘*Puget Sound Partnership*’ means the agency of the  
23           *State of Washington, together with associated coun-*  
24           *cils, boards, panels, and caucuses, that is—*

1           “(A) formed under authority of State law  
2           for the purpose of protecting and restoring Puget  
3           Sound; and

4           “(B) designated as the management con-  
5           ference under section 320.

6           “(6) PUGET SOUND TRIBE.—The term ‘Puget  
7           Sound tribe’ means any of the federally recognized  
8           Indian tribes within the Puget Sound Basin.

9           “(7) REGIONAL ADMINISTRATOR.—The term ‘Re-  
10          gional Administrator’ means the Regional Adminis-  
11          trator for Region 10 of the Environmental Protection  
12          Agency.

13          “(b) DELEGATION OF AUTHORITY; STAFFING.—The  
14          Administrator shall delegate to the Regional Administrator  
15          such authority, and provide such additional staff, as are  
16          necessary to carry out this section.

17          “(c) DUTIES.—

18                 “(1) IN GENERAL.—In carrying out this section,  
19                 the Administrator, acting through the Regional Ad-  
20                 ministrator, shall—

21                         “(A) carry out the duties assigned to the  
22                         Administrator under section 320 as a member of  
23                         the management conference under that section;

24                         “(B) assist in the development and evalua-  
25                         tion of the annual priority list;

1           “(C) provide funding for activities, projects,  
2 programs, and studies identified in the annual  
3 priority list as necessary to meet the goals and  
4 objectives of the comprehensive plan;

5           “(D) promote innovative methodologies and  
6 technologies that are cost-effective and able to  
7 meet the identified goals and objectives of the  
8 comprehensive plan and Environmental Protec-  
9 tion Agency permitting processes;

10           “(E) coordinate the major functions of the  
11 Federal Government relating to the implementa-  
12 tion of the comprehensive plan, including activi-  
13 ties, projects, programs, and studies for—

14                   “(i) water quality improvements;

15                   “(ii) wetland, riverine, and estuary  
16 restoration and protection;

17                   “(iii) nearshore restoration and protec-  
18 tion;

19                   “(iv) adaptation to climate change;

20                   “(v) critical land protection or acquisi-  
21 tions; and

22                   “(vi) endangered species recovery;

23           “(F) coordinate the scientific research  
24 projects authorized under this section with the  
25 activities of Federal agencies, State agencies, In-

1            *dian tribes, institutions of higher education, and*  
2            *the Science Panel of the Puget Sound Partner-*  
3            *ship, including conducting or commissioning*  
4            *studies proposed by the Science Panel and in-*  
5            *cluded in the annual priority list;*

6            *“(G) assist the Puget Sound Partnership in*  
7            *tracking progress toward meeting the identified*  
8            *goals and objectives of the comprehensive plan*  
9            *by—*

10            *“(i) providing information to the per-*  
11            *formance management system used by the*  
12            *Puget Sound Partnership for the purpose of*  
13            *tracking progress; and*

14            *“(ii) coordinating, managing, and re-*  
15            *porting environmental data relating to*  
16            *Puget Sound in a manner consistent with*  
17            *methodologies used by the Puget Sound*  
18            *Partnership, including, to the maximum ex-*  
19            *tent practicable, making such data and re-*  
20            *ports on such data available to the public,*  
21            *including on the Internet, in a timely man-*  
22            *ner; and*

23            *“(H) coordinate activities, projects, pro-*  
24            *grams, and studies for the protection of Puget*



1           *Sound, the Strait of Georgia, and the Strait of*  
2           *Juan de Fuca with Canadian authorities.*

3           “(2) *IMPLEMENTATION METHODS.*—*The Admin-*  
4           *istrator, acting through the Regional Administrator,*  
5           *may enter into interagency agreements, make or fa-*  
6           *cilitate intergovernmental personnel appointments,*  
7           *provide funding, provide grants, and use other avail-*  
8           *able methods in carrying out the duties of the Admin-*  
9           *istrator under this subsection.*

10          “(d) *ANNUAL PRIORITY LIST.*—

11           “(1) *IN GENERAL.*—*After providing for public*  
12           *comment and review, the Puget Sound Partnership*  
13           *shall annually compile a priority list identifying the*  
14           *intended uses of the amounts made available for*  
15           *grants under subsection (e).*

16           “(2) *INCLUSIONS.*—*The annual priority list*  
17           *shall include—*

18                   “(A) *a prioritized list of specific activities,*  
19                   *projects, programs, and studies that will meet*  
20                   *the goals and objectives of the approved com-*  
21                   *prehensive plan;*

22                   “(B) *information on the activities, projects,*  
23                   *programs, and studies to be supported, including*  
24                   *a description of—*

1                   “(i) the terms of financial assistance;

2                   and

3                   “(ii) the communities to be served; and

4                   “(C) the criteria and methods established by  
5                   the Puget Sound Partnership for selection of ac-  
6                   tivities, projects, programs, and studies.

7                   “(3) APPROVAL.—

8                   “(A) IN GENERAL.—Notwithstanding any  
9                   other provision of this Act, the identification and  
10                  determination of the priority of activities,  
11                  projects, programs, and studies shall be—

12                  “(i) made by the Puget Sound Part-  
13                  nership, in consultation with the Puget  
14                  Sound Federal Caucus; and

15                  “(ii) be subject to approval by the Ad-  
16                  ministrator.

17                  “(B) PRIORITY LIST.—Approval by the Ad-  
18                  ministrator of the annual priority list shall be  
19                  based on a determination of whether the projects  
20                  listed advance the goals and objectives of the ap-  
21                  proved comprehensive plan.

22                  “(C) FAILURE OF ADMINISTRATOR TO RE-  
23                  SPOND.—If, by the date that is 90 days after the  
24                  date of submission to the Administrator of an  
25                  annual priority list by the Puget Sound Part-

1            *nership, the Administrator fails to respond to the*  
2            *submission in writing, the annual priority list*  
3            *shall be considered to be approved.*

4            *“(4) FAILURE TO COMPILE LIST.—If, for any*  
5            *year, the Puget Sound Partnership fails to compile*  
6            *an annual priority list in accordance with paragraph*  
7            *(1), the Administrator shall compile a priority list for*  
8            *that year that includes—*

9                    *“(A) activities and projects that advance the*  
10                   *goals and objectives of the approved comprehen-*  
11                   *sive plan; and*

12                   *“(B) any identified activities and projects*  
13                   *from previously approved priority lists that have*  
14                   *not yet been funded.*

15            *“(e) IMPLEMENTATION OF COMPREHENSIVE PLAN.—*

16                   *“(1) IN GENERAL.—The Administrator, acting*  
17                   *through the Regional Administrator, may provide*  
18                   *grants for activities, projects, programs, and studies*  
19                   *to implement the comprehensive plan.*

20                   *“(2) FUNDING.—In providing funding under*  
21                   *this subsection, the Administrator shall use—*

22                   *“(A) the greater of \$5,000,000 or 7.5 per-*  
23                   *cent of the funds made available under this sec-*  
24                   *tion to provide a comprehensive grant to the*  
25                   *Puget Sound Partnership for use in—*

1                   “(i) tracking the implementation of the  
2                   comprehensive plan;

3                   “(ii) monitoring environmental out-  
4                   comes;

5                   “(iii) updating the comprehensive  
6                   plan;

7                   “(iv) developing the annual priority  
8                   list; and

9                   “(v) performing other administrative  
10                  activities relating to the management and  
11                  implementation of the comprehensive plan;

12                 “(B) not more than 5 percent of the funds  
13                 made available under this section to carry out  
14                 the responsibilities of the Administrator under  
15                 this section;

16                 “(C) not less than the greater of \$3,000,000  
17                 or 5 percent of the funds made available under  
18                 this section to implement cooperative agreements  
19                 or provide grants to Puget Sound tribes to carry  
20                 out specific activities, projects, programs, or  
21                 studies identified in the annual priority list; and

22                 “(D) the remainder of the funds made  
23                 available under this section to provide grants for  
24                 use in implementing specific activities, projects,

1            *programs, or studies identified in the annual*  
 2            *priority list to—*

3                    *“(i) State or regional agencies or enti-*  
 4                    *ties;*

5                    *“(ii) local governments; or*

6                    *“(iii) other public or nonprofit agen-*  
 7                    *cies, institutions, or organizations.*

8            *“(3) CONDITIONS FOR GRANT ELIGIBILITY.—*

9                    *“(A) IN GENERAL.—An entity shall be eligi-*  
 10                    *ble for funding under paragraph (2)(C) only if*  
 11                    *funds will be used for projects and activities that*  
 12                    *are—*

13                    *“(i) identified in the annual priority*  
 14                    *list; and*

15                    *“(ii) advance the goals and objectives*  
 16                    *of the approved comprehensive plan.*

17                    *“(B) ELIGIBILITY OF STATE AGENCIES.—If*  
 18                    *the Administrator implements a competitive*  
 19                    *process to provide awards under this subsection,*  
 20                    *the State of Washington (including all agencies*  
 21                    *and departments of the State) shall be eligible to*  
 22                    *participate in the process.*

23                    *“(C) MEASURABLE OUTCOMES, BENCH-*  
 24                    *MARKS, TARGETS.—The Administrator shall pro-*  
 25                    *vide grants under paragraph (2) if, in the judg-*

1           *ment of the Administrator, the Puget Sound*  
2           *Partnership has defined and adopted the meas-*  
3           *urable outcomes, near-term benchmarks, and*  
4           *long-term targets that are necessary to meet the*  
5           *goals and objectives of the comprehensive plan.*

6           “(4) *DISTRIBUTION.*—*Not later than 180 days*  
7           *after the date on which funds are made available to*  
8           *carry out this section, the Administrator shall obli-*  
9           *gate all funds made available for grants under para-*  
10          *graph (2).*

11          “(5) *FAILURE TO DISTRIBUTE.*—*If all funds*  
12          *made available for grants under paragraph (2) are*  
13          *not obligated by the date specified in paragraph (4),*  
14          *the Administrator shall promptly submit to the ap-*  
15          *propriate committees of the Senate and the House of*  
16          *Representatives a report that—*

17                  “(A) *describes the reasons for the failure to*  
18                  *obligate the funds; and*

19                  “(B) *provides a date certain by which all*  
20                  *funds will be distributed.*

21          “(6) *FEDERAL SHARE.*—*The Federal share of the*  
22          *cost of a project, program, or study carried out under*  
23          *this subsection shall be—*

1           “(A) not more than 75 percent of the an-  
2           nual aggregate costs of the activities described in  
3           paragraph (2)(A); or

4           “(B) not more than 50 percent of the cost  
5           of an activity project, program, or study funded  
6           under paragraph (2)(C).

7           “(7) *FORM OF NON-FEDERAL SHARE.*—*The non-*  
8           *Federal share of the cost of any project, program, or*  
9           *study funded under this subsection shall be provided*  
10          *from non-Federal sources.*

11          “(f) *ANNUAL BUDGET PLAN.*—*The President, as part*  
12          *of the annual budget of the Federal Government, shall sub-*  
13          *mit information regarding each Federal agency involved in*  
14          *Puget Sound protection and restoration, including—*

15                 “(1) *an interagency crosscut budget that de-*  
16                 *scribes for each Federal agency—*

17                         “(A) *amounts obligated for the preceding*  
18                         *fiscal year for protection and restoration activi-*  
19                         *ties, projects, programs, and studies relating to*  
20                         *Puget Sound;*

21                         “(B) *the estimated budget for the current*  
22                         *fiscal year for protection and restoration activi-*  
23                         *ties, projects, programs, and studies relating to*  
24                         *Puget Sound; and*

1           “(C) the proposed budget for protection and  
2           restoration activities, projects, programs, and  
3           studies relating to Puget Sound; and

4           “(2) a description and assessment of the Federal  
5           role in the implementation of the comprehensive plan  
6           and the specific role of each Federal agency involved  
7           in Puget Sound protection and restoration, including  
8           specific activities, projects, programs, and studies  
9           conducted or planned to achieve the identified goals  
10          and objectives of the comprehensive plan.

11          “(g) REPORT.—Not later than 1 year after the date  
12          of enactment of this section and biennially thereafter, the  
13          Administrator and the Executive Director of the Puget  
14          Sound Partnership shall jointly submit to Congress a report  
15          that—

16                 “(1) summarizes the progress made in imple-  
17                 menting the comprehensive plan and progress toward  
18                 achieving the identified goals and objectives described  
19                 in the comprehensive plan;

20                 “(2) summarizes any modifications to the com-  
21                 prehensive plan during the period covered by the re-  
22                 port;

23                 “(3) incorporates specific recommendations con-  
24                 cerning the implementation of the comprehensive  
25                 plan;



1           “(4) summarizes the roles and progress of each  
2       *Federal agency that has jurisdiction in the Puget*  
3       *Sound watershed toward meeting the identified goals*  
4       *and objectives of the comprehensive plan; and*

5           “(5) includes any other information determined  
6       *to be relevant by the Administrator or the Executive*  
7       *Director.*

8       “(h) *AUTHORIZATION OF APPROPRIATIONS.—*

9           “(1) *IN GENERAL.—There is authorized to be ap-*  
10       *propriated to the Administrator to carry out this sec-*  
11       *tion \$90,000,000 for each of fiscal years 2011 through*  
12       *2015, to remain available until expended.*

13           “(2) *ELIGIBILITY.—The Puget Sound Partner-*  
14       *ship shall not receive any funding pursuant to section*  
15       *320 for any fiscal year in which the Puget Sound*  
16       *Partnership receives funding under subsection*  
17       *(e)(2)(A).”.*

Amend the title so as to read: “A bill to amend the Federal Water Pollution Control Act to provide for implementation of the Puget Sound comprehensive conservation and management plan, and for other purposes.”.

Calendar No. 568

111<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

**S. 2739**

[Report No. 111-292]

---

---

## **A BILL**

To amend the Federal Water Pollution Control Act to provide for the establishment of the Puget Sound Program Office, and for other purposes.

---

---

SEPTEMBER 16, 2010

Reported with an amendment and an amendment to the title