

111TH CONGRESS
1ST SESSION

S. 2739

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

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”.

6 **SEC. 2. PUGET SOUND.**

7 Title I of the Federal Water Pollution Control Act
8 (33 U.S.C. 1251 et seq.) is amended by adding at the end
9 the following:

1 **“SEC. 123. PUGET SOUND.**

2 “(a) DEFINITIONS.—In this section:

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

8 “(2) COUNCIL.—The term ‘Council’ means the
9 Puget Sound Program Advisory Council established
10 by subsection (d)(1).

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

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

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

20 “(A) formed under authority of State law
21 for the purpose of protecting and restoring
22 Puget Sound; and

23 “(B) designated as the management con-
24 ference under section 320.

25 “(b) PROGRAM OFFICE.—

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

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

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

17 “(c) DUTIES.—

18 “(1) IN GENERAL.—In carrying out this sec-
19 tion, the Administrator, acting through the Director,
20 shall—

21 “(A) assist and support the implementa-
22 tion of the Comprehensive Plan;

23 “(B) provide funding and make grants for
24 implementation of the Comprehensive Plan and

1 projects, programs, and studies consistent with
2 the priorities of the Comprehensive Plan;

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

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

12 “(i) water quality improvements;

13 “(ii) wetland, riverine, and estuary
14 restoration and protection;

15 “(iii) nearshore restoration and pro-
16 tection; and

17 “(iv) endangered species recovery;

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

1 the Science Panel for strengthened implementa-
2 tion of the Comprehensive Plan;

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

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

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

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

24 “(H) collect and make available to the
25 public, including on the Internet, publications

1 and other forms of information relating to the
2 environmental quality of Puget Sound.

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

10 “(d) PUGET SOUND PROGRAM ADVISORY COUN-
11 CIL.—

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

17 “(2) COMPOSITION.—The Council shall consist
18 of—

19 “(A) a Federal agency board consisting
20 of—

21 “(i) representatives of appropriate
22 Federal agencies that may affect or imple-
23 ment projects or programs identified in the
24 Comprehensive Plan;

1 “(ii) the Executive Director of the
2 Puget Sound Partnership; and

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

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

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

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

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

18 “(C) to assess Federal agency budget
19 needs to implement the Comprehensive Plan.

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

22 “(5) TRAVEL EXPENSES.—Subject to the avail-
23 ability of appropriations, the Administrator shall re-
24 imburse a member of the Council for travel ex-
25 penses, including per diem in lieu of subsistence, at

1 rates authorized for an employee of a Federal agen-
2 cy under subchapter I of chapter 57 of title 5,
3 United States Code, while away from home or the
4 regular place of business of the member in perform-
5 ance of services for the Council.

6 “(e) IMPLEMENTATION OF THE COMPREHENSIVE
7 PLAN.—

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

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

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

22 “(A) a comprehensive grant, in an amount
23 equal to 50 percent of the funds made available
24 to carry out this subsection for a fiscal year, to
25 the Puget Sound Partnership for—

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

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

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

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

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

23 “(B) up to 100 percent of the cost of a
24 project, program, or study if the project, pro-
25 gram, or study is located in or specifically af-

1 fects a community that meets the affordability
2 criteria for distressed communities established
3 by the State in which the community is located,
4 if such criteria are established after public re-
5 view and comment.

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

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

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

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

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

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

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

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

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

22 “(3) incorporates specific recommendations con-
23 cerning the implementation of the Comprehensive
24 Plan; and

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.

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

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