

104TH CONGRESS  
1ST SESSION

# H. R. 2172

To establish the Vancouver National Historic Reserve, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

AUGUST 2, 1995

Mrs. SMITH of Washington introduced the following bill; which was referred to the Committee on Resources

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## A BILL

To establish the Vancouver National Historic Reserve, 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 “Vancouver National  
5 Historic Reserve Act of 1995”.

6 **SEC. 2. FINDINGS AND DECLARATIONS; PURPOSES.**

7 (a) FINDINGS AND DECLARATIONS.—Congress finds  
8 and declares that—

9 (1) the lower Columbia River basin and Van-  
10 couver, Washington, have been the focal point of a  
11 number of important periods, themes, and events in

1 American history and prehistory, including native  
2 settlements, westward expansion of the British colo-  
3 nies and the United States from 1763 to 1898, and  
4 political and military affairs from 1856 to 1941;

5 (2)(A) the Columbia River is the central feature  
6 around which the history of the Vancouver National  
7 Historic Reserve and the entire Pacific Northwest  
8 revolve and has been an artery for communication  
9 and trade since prehistoric times; and

10 (B) the Historic Reserve is located on the  
11 shores of the Columbia River 78 miles from the Pa-  
12 cific Ocean;

13 (3) Fort Vancouver was founded in 1825 by the  
14 Hudson Bay Company, and its development from  
15 1825 to 1860 was seminal to Euro-American settle-  
16 ment of the Northwest;

17 (4) Fort Vancouver National Historic Site was  
18 established as a unit of the National Park System  
19 in 1948;

20 (5) Vancouver Barracks served as the principal  
21 administrative outpost of the United States Army in  
22 the Pacific Northwest from 1849 until World War I,  
23 served as a command post during the Native Amer-  
24 ican Wars of the mid- to late-19th century, and pro-  
25 vided major facilities for support of United States

1 military ventures throughout the Pacific during the  
2 Spanish-American War and the two World Wars;

3 (6) as part of Vancouver Barracks, Pearson  
4 Airfield was the site of significant events in the his-  
5 tory of aviation in the Pacific Northwest during the  
6 interwar period between 1923 and 1941;

7 (7) Pearson Airfield continues to be an impor-  
8 tant home to historic aircraft and historic aviation;

9 (8) the Historic Reserve contains a number of  
10 discovered as well as unrecovered archaeological sites  
11 significant to the history of North America and the  
12 growth of the United States;

13 (9) the Historic Reserve is located close to  
14 major metropolitan areas, including Portland, Or-  
15 egon, Tacoma, Washington, and Seattle, Washing-  
16 ton, and is immediately adjacent to Interstate Route  
17 5, the major north-south interstate highway of the  
18 Pacific Northwest;

19 (10) many Federal, State, and local government  
20 entities, private organizations, and individuals have  
21 expressed a desire to join forces and work together  
22 in a cooperative spirit in order to preserve, interpret,  
23 and enhance the cultural, recreational, and edu-  
24 cational potential of the Historic Reserve;

1           (11) the document entitled “Vancouver Na-  
2           tional Historical Reserve Feasibility Study and Envi-  
3           ronmental Assessment”, as required by Public Law  
4           101–523 (104 Stat. 2297), made certain findings  
5           and recommendations, including recommendations  
6           that—

7                   (A) the Vancouver National Historic Re-  
8                   serve be established; and

9                   (B) a partnership among Federal, State  
10                  and local agencies be formed to—

11                          (i) manage, enhance, and preserve the  
12                          historical assets of the area;

13                          (ii) plan and develop a new Pearson  
14                          Airpark Historical Museum; and

15                          (iii) continue operation of Pearson  
16                          Airpark after 2002, with measures and a  
17                          timetable by which Pearson Airpark will be  
18                          converted from general aviation to long-  
19                          term historical uses; and

20           (12) Congress endorses the findings and rec-  
21           ommendations made in the Vancouver National His-  
22           torical Reserve Feasibility Study and Environmental  
23           Assessment.

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

1           (1) to preserve, enhance, and interpret the sig-  
2           nificant aspects of the land, water, structures, and  
3           history of the Historic Reserve; and

4           (2) to establish a cooperative arrangement  
5           through which an integrated cultural, historical, rec-  
6           reational, and educational land resource manage-  
7           ment program may be developed and implemented to  
8           achieve those purposes.

9 **SEC. 3. DEFINITIONS.**

10         In this Act:

11           (1) CHAIRPERSON.—The term “Chairperson”  
12           means the Chairperson of the Partnership elected  
13           under section 5(e)(3).

14           (2) COOPERATIVE AGREEMENT.—The term “co-  
15           operative agreement” means a cooperative agree-  
16           ment entered into under section 5(g).

17           (3) HISTORIC AIRCRAFT.—The term “historic  
18           aircraft” means an aircraft that—

19                 (A) is based on a design from the World  
20                 War II era or earlier;

21                 (B) is 50 years old or older; or

22                 (C) is of historical significance, as deter-  
23                 mined by a qualified aviation advisory group se-  
24                 lected by the Partnership.

1           (4) HISTORIC RESERVE.—The term “Historic  
2 Reserve” means the Vancouver National Historic  
3 Reserve established by section 4.

4           (5) MANAGEMENT PLAN.—The term “manage-  
5 ment plan” means the management plan developed  
6 and submitted under section 8.

7           (6) MEMBER AGENCY.—The term “member  
8 agency” means—

9                   (A) the National Park Service;

10                   (B) the Historic Preservation Office of the  
11 State of Washington;

12                   (C) the Department of the Army; and

13                   (D) the city of Vancouver, Washington.

14           (7) PARTNERSHIP.—The term “Partnership”  
15 means the Vancouver National Historic Reserve  
16 Partnership described in section 5.

17           (8) PEARSON ECONOMIC PLAN.—The term  
18 “Pearson economic plan” means the Pearson Air-  
19 park economic viability and mitigation plan under  
20 section 9(b).

21           (9) SECRETARY.—The term “Secretary” means  
22 the Secretary of the Interior, acting through the Di-  
23 rector of the National Park Service.

1 **SEC. 4. VANCOUVER NATIONAL HISTORIC RESERVE.**

2 (a) ESTABLISHMENT.—There is established the Van-  
3 couver National Historic Reserve.

4 (b) AREAS TO BE INCLUDED IN THE HISTORIC RE-  
5 SERVE.—The Historic Reserve—

6 (1) shall be comprised of approximately 366  
7 acres of publicly owned land, as generally depicted  
8 on the map entitled “Vancouver National Historic  
9 Reserve—Proposed Reserve Area”, contained in the  
10 report entitled “Vancouver National Historical Re-  
11 serve Feasibility Study and Environmental Assess-  
12 ment” at page 97, published by the Vancouver His-  
13 torical Study Commission and dated April 1993; and

14 (2) shall include the following lands and facili-  
15 ties:

16 (A) Fort Vancouver National Historic Site.

17 (B) Vancouver Barracks.

18 (C) Pearson Airfield and Air Museum.

19 (D) Officers Row.

20 (E) Old Apple Tree Park.

21 (F) Marine Park.

22 (G) The area of the Columbia River water-  
23 front identified in the map described in para-  
24 graph (1).



1 the United States, or other form of legal entity  
2 separate from the member agencies; and

3 (B) the member agencies shall not be  
4 treated as partners in a legal sense.

5 (2) RETENTION OF AUTHORITY.—Each member  
6 agency shall retain direct management authority  
7 over its lands, facilities, and programs in the His-  
8 toric Reserve.

9 (c) PURPOSE.—The purpose of the Partnership shall  
10 be to oversee the protection, enhancement, and develop-  
11 ment of the Historic Reserve.

12 (d) ACTIVITIES.—The Partnership shall—

13 (1) act as a forum for cooperation and coordi-  
14 nation among the member agencies;

15 (2) make reasonable efforts to minimize staff-  
16 ing, development, and operational costs to each  
17 member agency;

18 (3) promote the coordinated protection, use,  
19 and interpretation of the cultural, recreational, and  
20 educational resources of the Historic Reserve;

21 (4) identify additional opportunities for appro-  
22 priate public use and enjoyment of the Historic Re-  
23 serve; and

24 (5) develop and coordinate implementation of the  
25 management plan (including the Pearson economic

1 plan) and an interpretive plan for the Historic Re-  
2 serve under section 8(b)(2).

3 (e) REPRESENTATIVES.—

4 (1) IN GENERAL.—The Partnership shall be  
5 comprised of—

6 (A) a representative of the National Park  
7 Service, appointed by the Secretary;

8 (B) a representative of the Historic Preser-  
9 vation Office of the State of Washington, ap-  
10 pointed by the Governor of the State of  
11 Washington;

12 (C) a representative of the Department of  
13 the Army, appointed by the Secretary of the  
14 Army;

15 (D) a representative of the city of Van-  
16 couver, Washington, appointed by the mayor of  
17 the city of Vancouver; and

18 (E) a representative of the general public,  
19 appointed by the Secretary from among citizens  
20 of the State of Washington recommended by  
21 the Governor of the State of Washington and  
22 the mayor of Vancouver, Washington.

23 (2) TERMS OF SERVICE.—

24 (A) IN GENERAL.—A representative to the  
25 Partnership—

1 (i) shall be appointed for terms of 3  
2 years; and

3 (ii) may be reappointed.

4 (B) VACANCIES.—A representative to the  
5 Partnership appointed to fill a vacancy occur-  
6 ring before the expiration of the term for which  
7 the representative's predecessor was appointed  
8 shall be appointed only for the remainder of the  
9 term.

10 (C) CONTINUED SERVICE UNTIL APPOINT-  
11 MENT OF SUCCESSOR.—A representative to the  
12 Partnership appointed for a definite term may  
13 serve after the expiration of the representative's  
14 term until the representative's successor has  
15 taken office.

16 (3) CHAIRPERSON.—The Partnership shall have  
17 a Chairperson who—

18 (A) shall be elected by the representatives  
19 to the Partnership for a term of 2 years; and

20 (B) shall coordinate and preside over meet-  
21 ings, discussions, and other activities of the  
22 Partnership.

23 (f) MEETINGS.—

1           (1) IN GENERAL.—The Partnership shall meet  
2           at least quarterly at the call of the Chairperson or  
3           a majority of the representatives to the Partnership.

4           (2) OPEN MEETINGS.—Meetings of the Part-  
5           nership shall be held in accordance with the prin-  
6           ciples embodied in section 552b of title 5, United  
7           States Code, adapted as appropriate to apply to the  
8           Partnership.

9           (3) HEARINGS.—The Partnership may, for the  
10          purposes of carrying out this Act, hold hearings, sit  
11          and act at such times and places, take such testi-  
12          mony, and receive such evidence as the Partnership  
13          considers appropriate.

14          (g) COOPERATIVE AGREEMENT.—

15               (1) IN GENERAL.—Not later than 1 year after  
16               the Partnership conducts its first meeting, the Part-  
17               nership shall prepare and submit to the Secretary  
18               for review and approval a cooperative agreement to  
19               govern the operations of the Partnership.

20               (2) PUBLIC PARTICIPATION.—The cooperative  
21               agreement shall be prepared with public participa-  
22               tion.

23               (3) CONTENTS.—The cooperative agreement  
24               shall—

1 (A) describe the goals and objectives of the  
2 Historic Reserve and the basic responsibilities  
3 of the members of the Partnership, in fulfilling  
4 the purposes and carrying out the activities of  
5 the Partnership;

6 (B) contain a brief outline of the objectives  
7 that are likely to be included in the manage-  
8 ment plan in order to achieve the purposes of  
9 the Historic Reserve; and

10 (C) provide for the making available by the  
11 member agencies of such staffing, administra-  
12 tive support services, and facilities for the use  
13 of the Partnership as will enable the Partner-  
14 ship to perform its functions.

15 (4) APPROVAL.—The cooperative agreement  
16 shall become effective on approval by the Secretary.

17 **SEC. 6. STAFFING, ADMINISTRATIVE SUPPORT, AND USE OF**  
18 **FACILITIES.**

19 (a) IN GENERAL.—The member agencies shall pro-  
20 vide staffing, administrative support services, and facilities  
21 for the Partnership as specified in the cooperative agree-  
22 ment (including facilities leased by a member agency and  
23 made available for use by the Partnership).

24 (b) EXPERTS AND CONSULTANTS.—The Secretary  
25 may procure and make available to the Partnership tem-

1 porary and intermittent services under section 3109(b) of  
2 title 5, United States Code, but at rates determined by  
3 the Partnership to be reasonable.

4 (c) STAFF OF GOVERNMENT AGENCIES.—

5 (1) FEDERAL AGENCIES.—On request of the  
6 Secretary, the head of any Federal agency may de-  
7 tail, on a reimbursable basis, any of the personnel  
8 of the agency to the Secretary to assist the Partner-  
9 ship in carrying out the Partnership's activities.

10 (2) STATE AND LOCAL AGENCIES.—The Part-  
11 nership may accept the service of personnel detailed  
12 from the State, or any political subdivision or re-  
13 gional planning organization, and may reimburse the  
14 State, political subdivision, or regional planning or-  
15 ganization for those services.

16 (d) ADMINISTRATIVE SUPPORT SERVICES.—The Ad-  
17 ministrator of the General Services Administration shall  
18 provide to the Partnership on a reimbursable basis such  
19 administrative support services as the Secretary may re-  
20 quest.

21 (e) MAILS.—The Secretary may use the United  
22 States mails for correspondence of the Partnership in the  
23 performance of the activities of the Partnership in the  
24 same manner and under the same conditions as for cor-

1 response of the Department of the Interior in the per-  
2 formance of activities of the Department of the Interior.

3 **SEC. 7. REAL AND PERSONAL PROPERTY.**

4 (a) ACCEPTANCE.—For purposes of carrying out its  
5 activities, the Partnership may—

6 (1) seek, accept, and dispose of donations of  
7 real property (including an interest in real property),  
8 money or other personal property, or services re-  
9 ceived from any source; and

10 (2) acquire real property (including an interest  
11 in real property) by purchase from a willing seller  
12 with donated funds or funds appropriated to the  
13 Secretary and made available for the purposes of the  
14 Historic Reserve.

15 (b) TREATMENT.—Any real property or money or  
16 other personal property accepted or acquired by the Part-  
17 nership under subsection (a)—

18 (1) shall be held by a member agency des-  
19 igned by the Partnership in trust for the Partner-  
20 ship pending disposition of the property under sub-  
21 section (c); and

22 (2) shall be treated as a charitable contribution  
23 under section 170(c) of the Internal Revenue Code  
24 of 1986.

25 (c) DISPOSITION.—

1           (1) USE OF FUNDS AS MATCHING FUNDS.—The  
2 Partnership may use its funds to obtain money from  
3 any source under any program or law requiring the  
4 recipient of such money to make a contribution in  
5 order to receive such money.

6           (2) CONVEYANCE.—As soon as practicable after  
7 real property or personal property is accepted or ac-  
8 quired by the Partnership under subsection (a)—

9           (A) the Partnership shall determine wheth-  
10 er the property should be conveyed to 1 of the  
11 member agencies, on condition that the prop-  
12 erty be used for the benefit of the Historic Re-  
13 serve, or sold to raise funds to be used for the  
14 benefit of the Historic Reserve; and

15           (B) the member agency holding the prop-  
16 erty in trust shall effectuate the conveyance or  
17 sale.

18 **SEC. 8. HISTORIC RESERVE MANAGEMENT PLAN.**

19           (a) DEVELOPMENT AND SUBMISSION TO SEC-  
20 RETARY.—Not later than 3 years after the Partnership  
21 conducts its first meeting, the Partnership shall develop  
22 a Historic Reserve management plan and submit the plan  
23 to the Secretary for review and approval.

24           (b) CONTENTS.—The management plan shall—

1           (1) define a timetable for actions of the Part-  
2           nership and for development of the specific programs  
3           and facilities of the Historic Reserve;

4           (2) establish requirements for an interpretive  
5           plan for the Historic Reserve, to be developed by the  
6           Partnership, that—

7                   (A) provides a framework for all the insti-  
8                   tutions within the Historic Reserve to incor-  
9                   porate information on the overlapping contin-  
10                  uum of history represented in the Historic Re-  
11                  serve area; and

12                   (B) addresses coordination of facilities pro-  
13                  grams; and

14           (3) include the Pearson economic plan.

15           (c) APPROVAL.—The management plan shall become  
16           effective on approval by the Secretary.

17           (d) AMENDMENT AND REVIEW.—As appropriate, the  
18           Partnership shall evaluate the progress made in imple-  
19           menting the management plan and shall submit to the  
20           Secretary a revised management plan for the Secretary's  
21           review and approval.

22           (e) MEMORANDA OF AGREEMENT.—For purposes of  
23           carrying out the management plan, the Partnership may  
24           enter into a memorandum of agreement with a State, po-  
25           litical subdivision of a State, or private person or organiza-

1 tion that, at a minimum, establishes procedures for pro-  
2 viding notice to the Partnership of any action proposed  
3 by the State, political subdivision, or person or organiza-  
4 tion that may affect implementation of the management  
5 plan.

6 **SEC. 9. PEARSON AIRPARK.**

7 (a) CONDITIONS ON CONTINUED GENERAL AVIATION  
8 USE.—General aviation at Pearson Airpark, as permitted  
9 to be conducted on National Park Service property on the  
10 date of enactment of this Act, shall be permitted after the  
11 year 2002 subject to the following conditions:

12 (1) MUSEUM.—Pearson Airfield and Air Mu-  
13 seum shall be operated by the city of Vancouver,  
14 Washington, or its designated entity.

15 (2) FEE AND RENTAL.—The city of Vancouver,  
16 Washington, shall pay the National Park Service—

17 (A) a fee of \$1 per year for the continued  
18 use and occupancy of Pearson Airpark on Na-  
19 tional Park Service property; and

20 (B) the appraised fair market land rental  
21 value of the portion of the National Park Serv-  
22 ice property that is used for development of the  
23 Pearson Airpark Historical Museum, as deter-  
24 mined in consultation with the Partnership.

1           (3) REMOVAL OF EXTRANEOUS BUILDINGS AND  
2           DEVICES.—All nonhistoric aviation-related facilities  
3           and equipment, including T-hangars and associated  
4           taxiways, shall be removed by the city of Vancouver  
5           from National Park Service property by April 6,  
6           2003, except those necessary for navigation and  
7           safety.

8           (4) NO COMPENSATION.—The city of Vancouver  
9           shall not be compensated for historic aviation-related  
10          facilities or equipment remaining on National Park  
11          Service property, but shall be liable and responsible  
12          for continued use and maintenance of those facilities  
13          and that equipment.

14          (5) IMPROVEMENTS AND ADDITIONS.—The ap-  
15          proval of the Secretary shall be required for all im-  
16          provements and additions to facilities or equipment  
17          of the Air Museum located on property of the Na-  
18          tional Park Service.

19          (6) HELICOPTERS.—Helicopters shall not be  
20          based at Pearson Airpark except as necessary to ac-  
21          commodate emergency, disaster, or national security  
22          needs.

23          (7) NUMBER OF AIRCRAFT.—The number of  
24          airworthy aircraft based at Pearson Airpark shall be  
25          determined under the Pearson economic plan.

1 (b) PEARSON ECONOMIC PLAN.—

2 (1) IN GENERAL.—The Partnership shall pre-  
3 pare an economic viability and mitigation plan for  
4 Pearson Airpark and include the plan in the man-  
5 agement plan.

6 (2) REQUIREMENTS.—The Pearson economic  
7 plan shall require the following:

8 (A) A report, through the Secretary, to  
9 Congress by the year 2022 regarding the advis-  
10 ability of continuing to base some general avia-  
11 tion aircraft at Pearson Airpark, taking into ac-  
12 count their impact on National Park Service  
13 operations, the needs of the community, and  
14 whether or not general aviation aircraft are nec-  
15 essary to support the economic viability of the  
16 historic aircraft mission within the Historic Re-  
17 serve.

18 (B) Incentives and regulations to encour-  
19 age a transition from basing predominantly  
20 general aviation aircraft to basing only historic  
21 aircraft by April 6, 2022, after which date no  
22 general aviation aircraft shall be allowed at  
23 Pearson Airpark unless a continuation of gen-  
24 eral aviation is expressly authorized by Act of

1 Congress enacted after the date of enactment of  
2 this Act.

3 (C) A program, coordinated with the Fed-  
4 eral Aviation Administration and other agen-  
5 cies, to mitigate or eliminate any conflicts relat-  
6 ed to the operation of Pearson Airpark and  
7 other activities within the Historic Reserve, that  
8 addresses noise, safety, visual intrusion, and the  
9 location of new facilities.

10 (D) A Pearson Airpark Historical Museum  
11 plan, including budgetary strategies by which  
12 proceeds from general aviation and other  
13 sources will fund the museum and other avia-  
14 tion curation activities.

15 **SEC. 10. DUTIES AND POWERS OF THE SECRETARY.**

16 (a) IN GENERAL.—The National Park Service shall  
17 have the lead Federal agency role for—

- 18 (1) implementing the management plan; and  
19 (2) planning, designing, constructing, and su-  
20 pervising Historic Reserve facilities.

21 (b) ASSISTANCE IN PREPARING THE COOPERATIVE  
22 AGREEMENT AND MANAGEMENT PLAN.—On request of  
23 the Partnership, the Secretary may—

1           (1) through the Director of the National Park  
2 Service, provide matching funds to assist the Part-  
3 nership in development of the management plan; and

4           (2) provide technical assistance in preparing  
5 and developing the management plan.

6           (c) APPROVAL AND DISAPPROVAL OF COOPERATIVE  
7 AGREEMENT AND MANAGEMENT PLAN.—

8           (1) IN GENERAL.—The Secretary shall approve  
9 or disapprove a proposed cooperative agreement or  
10 management plan not later than 90 days after re-  
11 ceiving the proposed cooperative agreement manage-  
12 ment plan.

13           (2) DISAPPROVAL.—If the Secretary dis-  
14 approves a cooperative agreement or management  
15 plan, the Secretary shall advise the Partnership in  
16 writing of the reasons for the disapproval and shall  
17 make recommendations for revisions of the agree-  
18 ment or plan.

19           (3) REVISION.—The Secretary shall approve or  
20 disapprove a proposed revision not later than 90  
21 days after the date on which the revision is submit-  
22 ted.

23           (d) AMENDMENTS TO MANAGEMENT PLAN.—The  
24 Secretary shall review, and approve or disapprove, sub-  
25 stantial amendments to the management plan.

1 (e) ASSISTANCE IN IMPLEMENTING THE MANAGE-  
2 MENT PLAN.—

3 (1) IN GENERAL.—The Secretary may, on re-  
4 quest of the Partnership, provide technical and fi-  
5 nancial assistance in developing and implementing  
6 the management plan.

7 (2) NONFEDERALLY OWNED PROPERTY.—The  
8 Secretary, through the Director of the National  
9 Park Service, may make grants to pay not more  
10 than 50 percent of the cost of renovation or repair  
11 of nonfederally owned property in the Historic Re-  
12 serve consistent with the management plan.

13 (3) PUBLIC INFORMATION.—In cooperation  
14 with other Federal agencies, the Secretary shall pro-  
15 vide the public with information regarding the loca-  
16 tion and character of components of the Historic Re-  
17 serve.

18 **SEC. 11. DUTIES OF OTHER FEDERAL ENTITIES.**

19 (a) IN GENERAL.—Any Federal entity conducting or  
20 supporting activities directly affecting the Historic Re-  
21 serve, and any unit of government acting pursuant to a  
22 grant of Federal funds or a Federal permit or agreement  
23 conducting or supporting such activities, shall, to the max-  
24 imum extent practicable—

1           (1) consult with the Secretary and the Partner-  
2           ship with respect to such activities;

3           (2) cooperate with the Secretary and the Part-  
4           nership in carrying out activities under this Act and  
5           coordinate those activities with the carrying out of  
6           activities under this Act; and

7           (3) conduct or support activities in a manner  
8           that is consistent with the management plan unless  
9           the Federal entity, after consultation with the Part-  
10          nership, determines that there is no practicable al-  
11          ternative.

12          (b) ASSISTANCE UNDER OTHER LAW.—Nothing in  
13          this Act shall be construed to prohibit the Secretary or  
14          other units of government from providing technical or fi-  
15          nancial assistance as authorized under any other law.

16          **SEC. 12. AUTHORIZATION OF APPROPRIATIONS.**

17          (a) IN GENERAL.—There are authorized to be appro-  
18          priated, in addition to amounts authorized to be appro-  
19          priated for the Fort Vancouver National Historic Site  
20          under other law, such sums as are necessary to carry out  
21          this Act.

22          (b) COST SHARE.—

23                  (1) IN GENERAL.—The Federal share of the  
24          costs of activities of the Partnership for any fiscal

1 year may not exceed 50 percent of the total costs of  
2 the activities of the Partnership for that fiscal year.

3 (2) FORM.—The Federal and non-Federal  
4 share of the costs for activities of the Partnership  
5 may be in the form of cash, services, or in-kind con-  
6 tributions, fairly valued.

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