

MEMORANDUM OF UNDERSTANDING

Between the California Ocean Protection Council,
the State Water Resources Control Board,
and the California State Coastal Conservancy
Regarding Acceptance and Use of Interim Mitigation Funds
for the Once-Through Cooling Policy

January 15, 2026

The California Ocean Protection Council (OPC), the State Water Resources Control Board (State Water Board), and the California State Coastal Conservancy (Conservancy) (collectively referred to as the Parties) enter into this Memorandum of Understanding (MOU) with respect to the State Water Board's preference that the OPC and the Conservancy accept and use certain interim mitigation funds required by the Statewide Water Quality Control Policy on the Use of Coastal and Estuarine Waters for Power Plant Cooling (Once-Through Cooling or OTC Policy) for the continued operation of power plants that use coastal and estuarine waters for once-through cooling (OTC) and are not yet in full compliance with the OTC Policy. This MOU and its terms become effective immediately.

WHEREAS, the State Water Board is responsible for adopting state policy for water quality control as it relates to the marine environment pursuant to Chapter 3, Division 7 of the California Water Code; and is designated as the state water pollution control agency for purposes of the federal Clean Water Act (33 U.S.C. §1251 et seq.), including thermal intake structures regulated under section 316(b) of the Act (33 U.S.C. § 1326(b)); and

WHEREAS, on May 4, 2010, the State Water Board adopted the OTC Policy under Resolution No. 2010-0020. The OTC Policy establishes uniform, technology-based requirements to implement the federal Clean Water Act section 316(b) (33 U.S.C. § 1326(b)) through the State Water Board's National Pollutant Discharge Elimination System permit program pursuant to Clean Water Act section 402 (33 U.S.C. § 1342); and

WHEREAS, section 2.C(3) of the OTC Policy requires the owner or operator of an existing power plant to implement measures to mitigate the interim impingement and entrainment impacts resulting from their OTC intake structure(s), commencing October 1, 2015, and continuing up to and until the owner or operator achieves final compliance. Section 2.C(3)(b) allows an owner or operator to comply with this requirement by demonstrating to the State Water Board's satisfaction that the interim impingement and entrainment impacts are compensated for by the owner or operator providing funding

(hereafter Interim Mitigation Funds) to the OPC or the Conservancy to fund an appropriate mitigation project. The quantity of Interim Mitigation Funds to be paid are determined annually in arrears, and each period for which Interim Mitigation Funds are determined spans October 1 of a given year to September 30 of the following year (hereafter Interim Mitigation Payment Period); and

WHEREAS, the OTC Policy defines a mitigation project as a project to restore marine life lost through impingement mortality and entrainment. The OTC Policy states that restoration of marine life may include projects to restore and/or enhance coastal marine or estuarine habitat and may also include protection of marine life in existing marine habitat, for example through the funding of implementation and/or management of marine protected areas. The State Water Board has determined that for purposes of this MOU, restoration of marine life may include projects to improve, protect, or restore habitat in coastal watersheds where such projects restore and/or enhance coastal marine or estuarine habitat or otherwise benefit marine species impacted by entrainment and impingement. A restoration project qualifies as such if it meets the OTC Policy's definition of a mitigation project and a reasonable relationship between the harms being mitigated and direct or indirect beneficial impacts on marine life as a result of the project can be demonstrated to the State Water Board via Section 4.A of this MOU. For purposes of this MOU, the term "mitigation project" means all of the above; and

WHEREAS, section 2.C(3)(e) of the OTC Policy states that it is the preference of the State Water Board that Interim Mitigation Funds are provided to the Conservancy, working with the OPC, for mitigation projects directed towards increases in marine life associated with the State's marine protected areas in the geographic region of the facility; and

WHEREAS, the term "geographic region" is, as a general concept in the context of this MOU, an area distinguished by a unique set of natural features such as habitat and climate. Each participating agency in this MOU shall work with the State Water Board to ensure mitigation funds are applied to the appropriate "geographic region" based on the impacts necessitating mitigation, and all Interim Mitigation Funds shall be used in accordance with the requirements of the OTC Policy, and the State Water Board must ultimately support the use of Interim Mitigation Funds as described in Section 4.A of this MOU; and

WHEREAS, on August 18, 2015, by Resolution No. 2015-0057, the State Water Board delegated to the Executive Director of the State Water Board authority to approve measures that owners or operators of existing OTC facilities must undertake to comply with interim mitigation requirements on a case-by-case basis. Interim mitigation

payments, which are directed towards the Interim Mitigation Funds, are determined for each facility using a method developed by the State Water Board which requires calculating the entrainment payment, impingement payment, and management and monitoring payment. The sum of these three components constitutes the interim mitigation payment. Since the calculations for the interim mitigation payments require input values from each OTC facility, the interim mitigation payment will vary by facility and will be determined by the State Water Board annually; and

WHEREAS, the State Water Board adopted Resolution No. 2021-0050 condemning racism, xenophobia, bigotry, and racial injustice and strengthening commitment to racial equity, diversity, inclusion, access, and anti-racism.

WHEREAS, the OPC is responsible for improving the protection, conservation, restoration, and management of California's coastal and ocean ecosystems through enhanced scientific understanding, and can assist the State Water Board in implementing its legal directives by accepting, holding, and disbursing funds consistent with the OPC's authority (see Public Resources Code § 35500 et seq., and Fish and Game Code § 2850.5); and

WHEREAS, the OPC is authorized under section 35625 et seq. of the Public Resources Code, and a Section 28 letter approved by the Department of Finance, to accept such Interim Mitigation Funds, and is further authorized to award grants to public agencies, tribes, public or private universities, private entities, and nonprofit organizations for restoration projects that improve or protect coastal and marine habitat, water quality, sediment management and living marine resources; and

WHEREAS, the OPC adopted a 2026-2030 Strategic Plan that includes a goal to "Maximize Community Benefits and Stewardship" with objectives to strengthen partnerships with California Native American tribes and enhance engagement with underserved communities and furthermore adopted the OPC's first-ever Equity Plan and Tribal Engagement Strategy to further prioritize goals and actions to increase equitable access to funding and elevate tribal and community priorities, expertise, and partnership through OPC policies and investments; and

WHEREAS, the Ocean Protection Trust Fund was established in the State Treasury pursuant to section 35650 et seq. of the Public Resources Code to receive and disburse funds paid to the OPC in trust, subject to the right of recovery to fulfill the purposes of the trust; and such funds include those paid to the OPC in trust for purposes of mitigation or other regulatory entitlements; and

WHEREAS, OPC's Executive Director has authority to accept funds for agency support and project work, make required representations, negotiate and enter into agreements to obtain the funds consistent with OPC approval; and

WHEREAS, the Interim Mitigation Funds acquired from OTC facilities per this MOU are for interim impacts of impingement and entrainment of marine life for which those OTC facilities are obligated to mitigate, and are not intended to offset general fund obligations that are, or will foreseeably be achieved with those existing general fund allotments already allocated to the OPC; and

WHEREAS, the Conservancy, a state agency established under Division 21 of the Public Resources Code (Public Resources Code § 31000 et seq.), is responsible for implementing a program of marine resource enhancement and protection along the coast of California and throughout the San Francisco Bay Area, and can assist the State Water Board in implementing its legal directives by accepting, holding and disbursing the Interim Mitigation Funds consistent with the Conservancy's authority; and

WHEREAS, the Conservancy is authorized under section 31104 of the Public Resources Code to accept funds from public and private sources, and is further authorized under Chapter 5.5 of Division 21 of the Public Resource Code to award grants to public agencies, tribes, and nonprofit organizations to undertake restoration projects that improve or protect coastal and marine habitat, water quality, sediment management and living marine resources; and

WHEREAS, the Conservancy adopted Justice, Equity, Diversity, and Inclusion Guidelines that call for partnerships with communities, meaningful community engagement, working with California's Native American tribes, and accountability and transparency, and furthermore has adopted a Strategic Plan for 2023-2027 that was developed with significant public input and that sets goals for addressing inequities and supporting systemically excluded communities, including tribes; protecting and restoring the coast; and addressing the climate crisis; and

WHEREAS, the Coastal Trust Fund was established in the State Treasury pursuant to section 31012 of the Public Resources Code to receive and disburse funds paid to the Conservancy in trust, subject to the right of recovery to fulfill the purposes of the trust; and such funds include those paid to the Conservancy in trust for purposes of mitigation or other regulatory entitlements; and

WHEREAS, section 31012 of the Public Resources Code provides that funds deposited in the Coastal Trust Fund bear interest and are continuously appropriated, without regard to fiscal year, to the Conservancy to fulfill the trust purposes for which the payment of funds were made; and

WHEREAS, on September 25, 2001, the Conservancy delegated to its Executive Officer authority to accept funds for agency support and project work, make required representations, negotiate and enter into agreements to obtain these funds, and meet agreed conditions; and

NOW, THEREFORE, the Parties agree as follows:

1. OPC and Conservancy Acceptance of the OTC Policy's Interim Mitigation Funds

- A. Each Interim Mitigation Payment Period, the OPC shall accept up to 6.5 million dollars (\$6,500,000) of Interim Mitigation Funds to support increases in marine life and mitigate marine life impacts to marine protected areas through management of the marine protected area network and marine habitat restoration. The Conservancy shall accept the remainder of the Interim Mitigation Funds, if any, to fund mitigation projects except those that involve management of the marine protected area network. To assist owners and operators with payment of Interim Mitigation Funds, OPC may receive more than 6.5 million dollars of Interim Mitigation Funds per Interim Mitigation Payment Period, in which case OPC shall transfer the amount in excess of 6.5 million dollars in any Interim Mitigation Payment Period to the Conservancy. If OPC receives Interim Mitigation Funds that are subject to Section 4.G(1) of this MOU, OPC shall transfer such funds to the Conservancy and such funds will not count towards OPC's allocation of 6.5 million dollars. Any use of Interim Mitigation Funds, including on alternative projects described in Section 6.A of this MOU, must be consistent with the requirements of the OTC Policy and the terms of this MOU and is subject to State Water Board support as expressed in Section 4.A of this MOU.
- B. The terms of this MOU apply to Interim Mitigation Funds paid by owners or operators to mitigate for their operations during the October 1, 2022, to September 30, 2023 Interim Mitigation Payment Period and thereafter. All Interim Mitigation Funds paid to OPC and Conservancy for operations prior to October 1, 2022, will continue to be held and expended by the OPC and Conservancy in accordance with the terms of the MOU entered into between the Parties on November 3, 2016.

2. Process for Accepting and Using Interim Mitigation Funds

- A. Where an owner or operator of an existing OTC facility elects to pay Interim Mitigation Funds in order to comply with the OTC Policy, and where the State Water Board has calculated the amount of the Interim Mitigation Funds, and where the owner or operator of an existing facility submits the calculated amount

of Interim Mitigation Funds to the OPC or Conservancy, the following actions will occur:

- (1) The Executive Director of the State Water Board will send a letter to the OPC and to the Conservancy, indicating any conditions or terms which direct the use of Interim Mitigation Funds at least thirty days prior to the date by which the Interim Mitigation Funds will be transferred from owners and operators. The owner and operator will provide the OPC or the Conservancy with any documentation necessary to effectuate transfer of the Interim Mitigation Funds unless the owner and operator receives a waiver of this requirement in writing from the OPC or the Conservancy, whichever is necessary.
- (2) The Executive Director of the OPC or the Executive Officer of the Conservancy will provide written confirmation to the State Water Board of the receipt and transfer to the Conservancy, as appropriate, of the Interim Mitigation Funds for use in accordance with this MOU.
- (3) The OPC and Conservancy will coordinate with each other regarding selection of mitigation projects.
- (4) The OPC or the Conservancy shall consult with the State Water Board about the proposed use of the Interim Mitigation Funds for specific mitigation projects.
- (5) The OPC and Conservancy shall seek early input and consultation with California Native American tribes on the Native American Heritage Commission list that are within reasonable vicinity of an OTC facility or traditionally and culturally affiliated with the geographic area of an OTC facility to solicit the tribal priorities for use of the Interim Mitigation Funds. The State Water Board will assist in consultations as requested.
- (6) As specific mitigation projects are identified for potential funding with Interim Mitigation Funds, the OPC or Conservancy shall offer consultation with California Native American tribes on the Native American Heritage Commission list that are traditionally and culturally affiliated with the geographic area of the potential projects. The State Water Board will assist in consultations as requested. Tribal consultation shall be conducted in accordance with each of the Parties' respective tribal consultation policies.
- (7) As specific mitigation projects are identified for potential funding with Interim Mitigation Funds, the OPC or Conservancy shall seek input from representatives of systemically excluded communities (as defined in the

Conservancy's 2023- 2027 Strategic Plan) within reasonable vicinity of an OTC power plant and/or the potential projects. Outreach and engagement with representatives of systemically excluded communities shall be conducted in accordance with each of the Parties' respective relevant policies.

3. Deposit of Interim Mitigation Funds

- A. The OPC and the Conservancy shall deposit all Interim Mitigation Funds accepted pursuant to this MOU in one or more accounts within their respective Trusts: the Ocean Protection Trust Fund and the Coastal Trust Fund. Each entity will apply its internal accounting practices, subject to any necessary approvals from the Department of Finance. All accounts shall, to the extent possible, bear interest.

4. Project Selection and Approval

- A. The OPC and Conservancy shall seek concurrence from the State Water Board on the use of Interim Mitigation Funds for proposed mitigation projects. Concurrence shall be sought from the OPC and Conservancy by written notification to the State Water Board. The State Water Board shall respond in writing on proposed and appropriate mitigation projects selected by the OPC and Conservancy through letters from the State Water Board's Executive Director or designee to the OPC's Executive Director or Conservancy's Executive Officer. The OPC's and Conservancy's selection of proposed mitigation projects are subject to the funding criteria of each respective agency, and project support is subject to the requirements of the OTC Policy and this MOU.
- B. The Parties shall consider input received during consultations with California Native American tribes in selecting mitigation projects.
- C. The Parties should consider input received from representatives of systemically excluded communities in selecting mitigation projects.
- D. Consistent with OPC and Conservancy public processes, the OPC and Conservancy may publicly release proposed mitigation projects for a public comment period prior to authorization of funding for projects to allow public input during the project selection process.
- E. Diablo Canyon Nuclear Power Plant
 - (1) The OPC previously defined a direct area of impact associated with Diablo Canyon Nuclear Power Plant's operations, as seen in Figure 2 of the report titled *Ocean Restoration Methods: Scientific Guidance for Once-Through*

*Cooling Mitigation Policy.*¹ This area spans approximately from Point Conception to Jade Cove and was determined by modeling expected impacts to larvae and other marine organisms from impingement and entrainment using the estimated larval population size (based on sampling data in the source water). For the purposes of this MOU, this direct area of impact is defined as the Diablo Canyon Nuclear Power Plant Impact Area.

- (2) The Conservancy shall seek to disburse at least 60 percent of the total amount of Interim Mitigation Funds that it receives through 2030, cumulatively, excluding existing legal obligations pursuant to Section 4.G(1) of this MOU, on mitigation projects within the Diablo Canyon Nuclear Power Plant Impact Area.
- (3) If the Conservancy is not able to meet the goal identified in paragraph 4.E(2) of this MOU due to a lack of mitigation projects that meet the Conservancy's Project Selection Criteria, last updated on September 23, 2021, and updated from time to time, within Diablo Canyon Nuclear Power Plant Impact Area, the Conservancy may propose to revise, and the State Water Board shall consider approving, the defined impact area or to fund mitigation projects in other geographic regions.^{2,3} At least 90 days prior to authorizing funding for a mitigation project in a geographic region not associated with the Diablo Canyon Nuclear Power Plant Impact Area pursuant to this subsection, the Conservancy will notify California Native American Tribes on the Native American Heritage Commission list that are traditionally and culturally affiliated with the geographic area of Diablo Canyon Nuclear Power Plant and the location of the proposed project, and consider any comments received, regarding the decision to fund a mitigation project in a geographic region not associated with the Diablo Canyon Nuclear Power Plant Impact Area. At least 90 days prior to authorizing funding for a mitigation project in a geographic region not associated with the Diablo Canyon Nuclear Power Plant Impact Area pursuant to this subsection, the Conservancy will post a statement on the webpage described in paragraph 8.B. of this MOU.

¹ Ocean Protection Council Science Advisory Team. June 2018. [Ocean Restoration Methods: Scientific Guidance for Once-Through Cooling Mitigation Policy](#). Sacramento, CA: Ocean Science Trust.

² California State Coastal Conservancy. September 23, 2021. [Project Selection Criteria](#). Oakland, CA: California State Coastal Conservancy.

³ The California State Coastal Conservancy's Project Selection Criteria, referenced in footnote 2, was last updated on September 23, 2021, and is updated periodically.

F. Marine Protected Area

- (1) California's marine protected area network was designed to be ecologically connected through ocean currents that transport eggs, spores, larvae, and organisms across the marine protected areas network, both into marine protected areas and into the spaces in between. Because entrained marine life is usually planktonic and more widely distributed geographically (e.g., not primarily limited to species found in the adjacent rocky reef habitat), it is appropriate for the OPC to employ its Interim Mitigation Funds to support mitigation projects that support marine life associated with California's marine protected area network as a whole.
- (2) There are ten marine protected areas within the Diablo Canyon Nuclear Power Plant Impact Area, which are depicted in Figure 1 of the report titled *Ocean Restoration Methods: Scientific Guidance for Once-Through Cooling Mitigation Policy*.⁴ OPC investments to increase marine life associated with the entire marine protected area network, including those within the Diablo Canyon Nuclear Power Plant Impact Area, will provide additional funding and benefits to the Conservancy's investments made pursuant to Section 4.E(2) of this MOU.

G. OTC Owner/Operator Selected Projects

- (1) A 2014 settlement to litigation between the State Water Board and NRG California South, LP allows the owner and operator of Ormond Beach Power Plant to seek to apply its facility-specific Interim Mitigation Funds to a specific project otherwise consistent with OTC Policy, such as an Oxnard wetlands restoration project. Although NRG California South, LP no longer owns or operates Ormond Beach Power Plant, Interim Mitigation Funds from Ormond Beach Power Plant will continue to be provided to the Conservancy per the terms of the settlement.
- (2) In 2020, following a request from the Los Angeles Department of Water and Power, the State Water Board, with concurrence from the OPC and Conservancy, allocated \$6 million of interim mitigation funds generated from Haynes Generating Station to the Conservancy for restoration projects in the greater Los Angeles area for projects local to the facility. In accordance with

⁴ The ten marine protection areas in the Diablo Canyon Nuclear Power Plant area of impact include Piedras Blancas State Marine Reserve (SMR) and State Marine Conservation Area (SMCA), Cambria SMCA, White Rock SMCA, Morro Bay SMR and State Marine Recreational Management Area, Point Buchon SMR and SMC, Vandenberg SMR and Point Conception SMR.

With this approval, the OPC and Conservancy have funded over \$10 million of restoration projects in the greater Los Angeles area, including the Los Cerritos Wetlands Complex.

5. Disbursements

- A. Upon and subject to the authorization of the OPC's governing board, or the Conservancy's governing board, the OPC or the Conservancy shall disburse funds as expeditiously as possible to a designated recipient or other appropriate entity to implement the mitigation project(s) consistent with the terms of the OTC Policy, this MOU, and the letter from the Executive Director of the State Water Board or designee. Designated recipients may include organizations, California Native American tribes, or other entities that meet the requirements of each respective agency.
- B. Disbursement of any Interim Mitigation Funds shall be made in accordance with the requirements of the OPC governing board's authorization and in compliance with Division 26.5 of the Public Resources Code and other applicable provisions of law, or the Conservancy's governing Board's authorization and compliance with Division 21 of the Public Resources Code.
- C. The OPC and the Conservancy may each retain ten percent of the Interim Mitigation Funds they receive to cover the administrative costs associated with project selection, grant oversight, and administration of the funds.
- D. The total amount of funds which the OPC and Conservancy are obligated to disburse to mitigation projects in furtherance of this MOU shall in no event exceed the corresponding amount of Interim Mitigation Funds accepted, plus any interest attributed to those Interim Mitigation Funds.

6. Alternative Projects

- A. If the OPC's Executive Director or Conservancy's Executive Officer determine that any mitigation project for which the State Water Board has provided concurrence is infeasible or cannot be completed with the amount of Interim Mitigation Funds accepted by the OPC or the Conservancy, the OPC or the Conservancy may choose not to fund that mitigation project and instead use the Interim Mitigation Funds for an alternative mitigation project, subject to the requirements of the OTC Policy and this MOU.

7. Yearly Unused Interim Mitigation Fund

- A. If an authorized mitigation project is completed for less than the amount of Interim Mitigation Funds designated for that project, the remaining money may be used to either (a) fund other projects approved by either the Executive Director of OPC and/or the Executive Officer of the Conservancy consistent with this MOU, or (b) increase the amount of Interim Mitigation Funds used toward maintaining and monitoring the project. In either case, the Parties shall complete the process outlined in Section 4.A of this MOU before expending remaining interim mitigation funds.
- B. If the Conservancy or OPC has \$10,000 or less of Interim Mitigation Funds remaining in their respective trust account at the completion of funding all mitigation projects, and no new Interim Mitigation Funds are expected to be received, the Conservancy and OPC may disburse such funds consistent with their respective enabling statutes.

8. Reporting

- A. The OPC and the Conservancy will produce an annual report to the State Water Board identifying each completed mitigation project and the monitoring and maintenance activities that have occurred on each project which requires continued monitoring and maintenance. The annual report will also report the total amount of Interim Mitigation Funds received, expended, allocated, and unallocated.
- B. The Parties will develop and maintain a webpage that improves transparency and provides the public with the opportunity to identify priority projects and information about the status of projects funded with Interim Mitigation Funds.
- C. The OPC and Conservancy may publicly present on the status of projects funded by the Interim Mitigation Funds before the State Water Board, subject to the discretion of the State Water Board.

9. Dispute Resolution

- A. Any disagreements or disputes regarding the collection or disbursement of the Interim Mitigation Funds that cannot be informally resolved by the Parties will be addressed through the dispute resolution process under this MOU. In keeping with the spirit of collaboration, nothing in this section of the document precludes any other traditional or nontraditional approaches to dispute resolution.

B. Dispute resolution is intended to be expeditious, practical, respectful, and accessible. All methods of dispute resolution, including elevation, are available at any point on a voluntary basis. Elevation is available as necessary. The elevation process is intended to help resolve issues quickly and to maintain constructive working relationships.

C. Process for Dispute Resolution Elevation

(1) The Parties should communicate pending problems and potential issues as early and often as possible. If an elevation is triggered, but resolution is reached prior to an elevation meeting, the Parties will send written notification to the other agencies that the issue is resolved, and the elevation meeting is no longer required. The Parties should strive to complete the dispute resolution process prior to the collection or disbursement of Interim Mitigation Funds.

D. Level of Elevation

(1) The Parties should strive to resolve disputes at the lowest level possible. Unresolved disputes shall be elevated one level at a time and include the following representatives at each level (legal representation to be included as necessary):

- (a) Level 1: Staff and first level supervisors.
- (b) Level 2: Section or Division Heads or Program Managers.
- (c) Deputy or Division Heads, and if not already included, the appropriate personnel or designee as a facilitator.

10. Term

A. This MOU shall start on the effective date and shall run through June 30, 2034, or until all interim mitigation funds are exhausted, whichever is later ("the termination date") unless otherwise terminated or amended as provided in this MOU.

11. Termination

A. Either OPC or the State Water Board may terminate this MOU for any reason by providing the other party with a minimum thirty-day notice in writing. However, the obligations of the OPC and the State Water Board shall continue with respect to any Interim Mitigation Funds that the OPC has agreed to accept, and has

received prior to the termination date, except as the Parties may otherwise agree.

B. Either the Conservancy or the State Water Board may terminate this MOU for any reason by providing the other party with a minimum thirty-day notice in writing. However, the obligations of the Conservancy and the State Water Board shall continue with respect to any Interim Mitigation Funds that the Conservancy has agreed to accept, and has received prior to the termination date, except as the Parties may otherwise agree.

12. Amendment

A. Any modification, waiver, or amendment of any provision of this MOU shall be effective only if in writing and signed by all Parties.

13. Designees

A. The Executive Director of the OPC, the Executive Officer of the Conservancy, and the Executive Director of the State Water Board may each designate in writing a staff person who shall have authority to act on behalf of each agency.

14. Authority

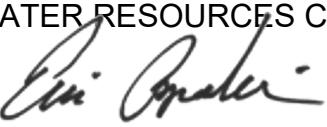
A. Each of the Parties represents and warrants that it has the full power and authority to execute, deliver, and perform under this MOU.

15. Counterparts

A. This MOU may be executed by the Parties hereto simultaneously in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Memorandum of Understanding Regarding Acceptance
and Use of Interim Mitigation Funds for the Once-Through Cooling Policy
Page | 14

STATE WATER RESOURCES CONTROL BOARD

By: 
Eric Oppenheimer
Executive Director

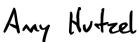
Date: January 23, 2026

CALIFORNIA OCEAN PROTECTION COUNCIL

By: 
Jenn Eckerle
Executive Director

Date: January 23, 2026

CALIFORNIA STATE COASTAL CONSERVANCY

By: 
Amy Hutzel
Executive Officer

Date: 1/23/2026