

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL LANDOWNERS ON POINT LOMA, SAN DIEGO,
CITY OF SAN DIEGO,
AND
U.S. FISH AND WILDLIFE SERVICE**

The Commander, Navy Region Southwest (CNRSW), U.S. Coast Guard (USCG), National Park Service (NPS), Department of Veterans Affairs (DVA), and City of San Diego enter into this revised Memorandum of Understanding (MOU) with the U.S. Fish and Wildlife Service (USFWS) to (1) recognize changes in Navy administrative organization since 1995 and (2) incorporate protocols and procedures that have evolved during the ten-year application of the 1995 MOU for the cooperative management of the area formerly known as the Point Loma Ecological Reserve (PLER). This revises and renews the 1995 PLER MOU. However, since the Navy has subsequently determined that the PLER did not practically meet the NAVFAC P-73 criteria for an ecological reserve area, its established area shall hereinafter be referred to as the Point Loma Ecological Conservation Area, or PLECA.

Point Loma is an important area for biodiversity in the southern California ecological region. In support of landowner missions, the USFWS concurred that cooperative implementation of this MOU would minimize the risk for loss to ecosystems on Point Loma from the cumulative effects of development and other land use. Ten years of habitat management under the 1995 MOU has proven this to be the case. The PLECA is designed using concepts of ecosystem management to conserve and protect viable sensitive biological communities and ensure their long-term existence throughout Point Loma. The PLECA lies wholly within the approximately 1500-acre area of the southern Point Loma peninsula generally corresponding to the original extent of the historic Fort Rosecrans military reservation. Approximately 900 acres (60%) of this planning area are currently in natural or disturbed vegetation. Eight native and two nonnative ecological communities, with high value wildlife associations, are included in the PLECA: southern foredunes, southern coastal bluff scrub, maritime succulent scrub, Diegan coastal sage scrub, southern maritime chaparral, maritime succulent scrub/southern maritime chaparral, Diegan coastal sage scrub/southern maritime chaparral and intertidal; and Torrey pine forest and eucalyptus woodland. In addition, there are various federal and state endangered and threatened species, as well as locally sensitive species. The federally endangered Orcutt's spineflower (*Chorizanthe orcuttiana*) and federally threatened coastal California gnatcatcher (*Poliophtila californica californica*) have been recorded on Point Loma. Implementation of this MOU does not address effects to federally listed species pursuant to the Endangered Species Act.

As designed in the Point Loma Natural Resources Management Plan (NRMP; SWDiv NAVFAC 1994), the PLECA is intended to protect sensitive biological communities on

Point Loma and ensure their long-term viability and perpetuation, avoid incremental habitat loss, and provide for long-term habitat conservation. The PLECA is also intended to serve as long-term, in-place, mitigation that would allow the MOU signatories to accomplish their diverse missions while complying with pertinent environmental laws, in particular the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Management processes and protocols expressed in and developed under this MOU are intended to simplify and facilitate the environmental compliance process for all the signatories while providing for good stewardship of the sensitive and unique natural resources on Point Loma. Establishment of the conservation area will help ensure that the cumulative effects of projects outside the PLECA will not significantly impact sensitive communities protected within its borders.

This MOU is a voluntary, non-regulatory collaboration among the signatory landowners to cooperatively oversee the PLECA for the conservation and enhancement of the sensitive habitats within the Federal Reservation on Point Loma. The signatories consider it essential to the effective management and conservation of sensitive habitats common to all signatory Point Loma lands. This commonality of purpose helps ensure that individual landowners will not inadvertently undertake management actions that are incompatible with the interests of their neighbors and the long-term preservation of the peninsula's native habitats. Within this collaboration, each landowner's primary responsibility is to accomplish its agency's mission, which takes precedence over the goals of the MOU. Maintenance of the PLECA under this MOU is expected to help accomplish landscape-scale goals for the conservation of viable natural communities on Point Loma. The recognition of its existence in appropriate environmental compliance documents is expected to speed approval of projects outside the PLECA.

Although the habitat management initiative under this MOU is similar in character to other regional ecosystem management efforts (i.e. Multiple Species Conservation Program (MSCP), and Natural Communities Conservation Program (NCCP)), it is a separate, non-regulatory program specific to federal and municipal lands on Point Loma.

Approximate boundaries and the ownership status for Point Loma lands within the PLECA are shown on Figures 2-4 (Attachment A) and 1-5 from the 2002 Naval Base Point Loma (NBPL) Integrated Natural Resources Management Plan (INRMP).

A. PLECA Working Group. Implementation of this MOU is the responsibility of the PLECA Working Group (Working Group). The Working Group was formed in 1995 under the original MOU. It is advisory and does not have the authority to direct the land use decisions of individual landowners. The Working Group is comprised of a principal and alternate representative from each of the five landowners within the PLECA: Environmental Department Natural and Cultural Resources (N/CR) Program for CNRSW; Cabrillo National Monument, NPS; Fort Rosecrans National Cemetery, DVA; Coast Guard Sector San Diego, USCG; and, Metropolitan Wastewater Department (MWWD), City of San Diego. The principal members, or their alternate in the absence of the principal member, are the five voting members of the Working Group. Each

voting member has one vote regardless of the acreage a landowner has within the PLECA.

There are also two non-voting members of the Working Group. These are the representatives of the USFWS Carlsbad Fish and Wildlife Office and the Southwest Naval Facilities Engineering Command (SWNFEC). These non-voting members serve as technical advisors to the Working Group.

As appropriate, the Working Group may also include interested parties as observers, such as representatives of NBPL departments or tenant commands, including the NBPL Public Works Officer (PWO), Federal Fire Department, Fleet Combat Training Center, Pacific (FCTCP), Space and Naval Warfare Systems Center, San Diego (SPAWARSC), and Fleet Industrial Supply Center (FISC) Point Loma Fuel Farm.

Consistent with their individual agency missions, the members of the Working Group agree to:

- Work cooperatively to ensure the long-term viability and preservation of the sensitive habitats and species within the PLECA;
- Adhere to the terms of the MOU;
- Actively participate in the bi-monthly Working Group meetings with appropriate level management staff;
- Inform the Working Group of projects on their land that may affect habitats in and out of the PLECA and identify the effects of these projects;
- Inform the Working Group on the preparation of appropriate NEPA or CEQA compliance and, as required, California Coastal Commission documents for projects that might affect the PLECA and submit them to the Working Group members for comment;
- Periodically review available parcels of suitable native habitat and nominate them for addition to the PLECA consistent with the accomplishment of the landowner's mission; and
- Facilitate the scientific research necessary to understand the condition of the natural communities within the PLECA and ensure their survival.

1. Roles and Function of the Working Group. The Working Group's role is to implement the terms of the MOU to ensure that the sensitive habitats and biodiversity in the PLECA are conserved.

This role is accomplished by:

- Integrating the mission-related activities of each landowner into a management system that fosters achievement of PLECA goals;
- Developing mutually acceptable policies and operating principles/procedures;
- Identifying, facilitating and/or executing studies (research) necessary to ascertain the condition (health and vitality) of the PLECA;
- Implementing science-based resource management decisions and projects to enhance and/or maintain the sensitive habitats within and viability of the PLECA;
- Facilitating the acquisition, storage and retrieval of information on the natural resources of Point Loma;
- Serving as an advisory body to the landowners by reviewing proposed projects and other undertakings that may affect native habitat in and out of the PLECA, recommending reasonable alternatives and providing advice and counsel for how such projects might affect the PLECA and how such effects might be avoided or mitigated;
- Developing cooperative strategies for acquiring funding and accomplishing activities designed to ensure perpetuation of the PLECA;
- Identifying, selecting, and prioritizing projects to accomplish the goals of the PLECA;
- Reviewing, and where appropriate, approving proposals to adjust the boundary of the PLECA as recommended by the nominating landowner; and,
- Maintaining an official geographic information system (GIS) mapping of the PLECA for the established boundary, for parcels added/removed, and for other adjustments made to the boundary. This GIS will be maintained in the interest of the MOU signatories by the CNRSW Environmental Department. The CNRSW Environmental Department will concurrently maintain an official table listing changes to the PLECA boundary and/or mitigation credited within the PLECA, including location, acreage by habitat type, character of mitigation (i.e., set aside, land addition, restoration), the project mitigated, the landowner of the parcel, and the date set aside. A copy of the GIS map shall be annually provided to the members of the Working Group, and after each change to the PLECA boundaries and/or crediting of mitigation within the PLECA.

2. Working Group Organization.

- The Working Group meets bi-monthly on the fourth Thursday of January, March, May, July, September, and November. The schedule may be adjusted as agreed upon by a majority of principal members. Meeting locations are rotated among the five landowners. A meeting notice, with a proposed agenda and copy of the previous meeting's minutes, is sent to each principal, alternate, advisor and interested party at least two weeks prior to the next meeting.
- The Superintendent, Cabrillo NM and a designated CNRSW Environmental Department N/CR Program representative serve as Working Group co-chairs. The Superintendent, Cabrillo NM, shall be responsible for scheduling Working Group meetings, notifying Working Group members of upcoming meetings, preparing the agenda and minutes of each meeting, and conducting the meetings.
- A quorum consists of three principal members or their alternate.
- Minutes of each meeting are taken and approved at the following bi-monthly meeting.
- Any principal member of the Working Group may call a special meeting. The principal members must receive notice of any special meeting not later than two weeks before the date of the meeting.
- It is the intention of the Working Group to arrive at decisions by consensus. In the event consensus cannot be reached, a vote among the principal members, or the alternate representing a principal member, may be taken.
- Formal votes shall be taken to approve/disapprove proposals to adjust the boundary of the PLECA.

3. Working Group Staffing. The Working Group will provide for cooperative biological management activities within the PLECA using the existing staff and resources of the signatories to this MOU. Most of the expertise required for identifying, designing, evaluating and directing implementation of management activities within the PLECA exists among the members of the Working Group and their staffs. However, where management activities require expertise not found within the Working Group, advice may be sought from SWNFEC Natural Resources staff and/or consultants. The Working Group will also provide training to the Navy security forces that patrol much of the PLECA regarding activities authorized within and adjacent to the PLECA boundaries. As required, each landowner patrols the portion of the PLECA within its boundary with its security force.

4. The Role of the USFWS within the Working Group. As a non-voting member of the Working Group, the USFWS representative provides technical advice to principal members regarding application of the terms of the MOU. The USFWS representative also provides advice on the potential effects of proposed actions on the PLECA and

technical assistance on management and restoration projects, assists in the evaluation of the effectiveness of conservation activities, and, when requested, helps prioritize future work.

It is understood that the USFWS is a regulatory agency. Separate from its role as a member of the Working Group, the USFWS may directly interact with an individual landowner on projects or activities that may affect federally listed species and associated habitats.

B. Proposed Undertakings Affecting Undeveloped Habitat Areas In and Out of the PLECA. Except for maintenance of and required improvements to existing facilities and utility corridors within the PLECA, it is a core principle of this MOU that the signatory landowners will strive to locate all new development and construction outside of the PLECA.

It is understood that construction projects and maintenance programs affecting habitat outside the PLECA will be required to support each landowner's mission. The effects, both direct and indirect, of such development on biological resources on Point Loma will be evaluated during the respective NEPA or CEQA compliance process and, as required, appropriate mitigation for these projects will be established.

As early as possible in the project design and environmental planning process, the landowner shall discuss the proposed project(s) that may affect the PLECA and its potential effects on sensitive biological resources at each regular Working Group meeting. It will be the responsibility of the principal member presenting a project to inform his or her superiors of any concerns that may be raised by the Working Group, and of suggestions offered for eliminating or mitigating the effects of the proposed project on the PLECA.

It is understood that landowners will prepare appropriate NEPA/CEQA compliance documentation for projects that may affect the PLECA and submit it to the Working Group members for their review and comment. Individual landowners are encouraged to review these documents and submit comments directly to the proposing landowner, as they deem appropriate. Such comments may be shared with other members of the Working Group, as the originator deems appropriate. The Working Group, as an entity, will not submit written comments to a landowner on projects affecting the PLECA.

1. Projects Outside the PLECA Requiring Mitigation. A primary reason for establishing the original reserve was to provide mitigation reserves for the effects on Point Loma's sensitive native habitats by a signatory's project. Under the original 1995 MOU, and this renewed MOU, the PLECA was created to "serve as long-term, in-place mitigation" for construction projects that occur on Point Loma outside the conservation area. It is the intent of this MOU that effects to habitats on Point Loma shall be mitigated on Point Loma. The original PLECA boundary was developed in coordination with the Navy and other landowners taking into account existing master plans and planned

projects. When considering projects then expected to affect habitat outside the PLECA, the 1995 MOU recognized the amount of habitat within the PLECA boundary as “in excess of generally accepted mitigation ratios.”

This original agreement established a continuing conceptual understanding of mitigation for these originally planned projects, whether accomplished or not. The discrete character of such mitigation has yet to be formally developed because no projects have sufficiently affected habitat areas outside the PLECA to engage this MOU’s mitigation protocol. In the ongoing absence of such an applied context, the Working Group will, in the first fiscal year under this MOU, seek to develop specific mitigation standards and values for existing credits within the PLECA.

Project proponents should make every effort to avoid or minimize impacts to sensitive habitat before proposing mitigation. When required, mitigation may include one of three forms: (1) designating habitat within the PLECA as mitigation for that project; (2) funding habitat improvement projects or other applied habitat management initiatives within the PLECA; and/or, (3) adding habitat to the PLECA. While mitigation should be in-kind for the more sensitive habitats within the PLECA (e.g., southern maritime chaparral, maritime succulent scrub), consideration may be given for other affected habitat types to allow for enhancement, restoration, or preservation of more sensitive habitats. The determination of appropriate mitigation will be made during the environmental planning process, with recommendations from the Working Group.

If an individual landowner proposes a project that requires mitigation in excess of the amount of a habitat type held within its contribution to the PLECA, appropriate habitat contributed by other landowner(s) may be considered for mitigation, but only with the expressed, written consent of the other landowner(s). If such a contribution is supported by the other landowner(s) and has been subject to appropriate environmental compliance review, the landowner with insufficient habitat in the PLECA to mitigate, may, with the concurrence of the Working Group, apply alternative management options on other areas of the PLECA as mitigation.

Landowners shall coordinate with the Working Group to identify the type and acreage of habitat(s) within the PLECA that will be recorded as mitigation for a project’s effects. This decision shall be reflected in the meeting minutes and the habitat identified on the official map and table maintained by the CNRSW Environmental Department.

2. *Adjustments to the PLECA.* It is understood that over time it may be necessary to adjust the boundary of the PLECA. Such adjustments usually stem from two actions: (1) adding land to the PLECA; and (2) removing and replacing affected habitat in the PLECA to allow for construction. Such adjustments shall not (1) reduce the habitat acreage defined in the final 1994 NRMP PLECA design; nor (2) significantly alter the habitat ratios established in the 1994 NRMP Habitat Evaluation Model (HEM) in ways that would adversely affect the long-term viability and perpetuation of the sensitive biological communities on Point Loma considered in the PLECA design.

a. Adding Land to the PLECA. A landowner may add land to the PLECA to:

- Mitigate for a construction project outside the PLECA; or,
- Improve habitat viability by expanding its area, establishing connectivity between parcels, or increasing the contiguity between tenuously linked parcels.

The process for adding habitat to the PLECA defined in the July 2004 Working Group Operating Principles is summarized below:

- At a regularly scheduled Working Group meeting, the principal member, or the alternate for the landowner, nominates the proposed parcel(s). The landowner submits a written proposal, signed by appropriate authority, which addresses the parcel's conformance with criteria for inclusion in the PLECA, including the presence of any utilities. Maps are submitted along with the proposal that show the location of the parcel relative to the PLECA and its size and configuration.
- Working Group members review the proposal and visit the site of the parcel(s).
- At the following regularly scheduled Working Group meeting, the landowner again presents the proposed addition to the Working Group and a vote is taken to decide whether or not to add the parcel. A simple majority is required to add a parcel.
- If agreed to by consensus of the Working Group, additions to the PLECA may augment the landowner's credit for mitigation. Similarly, if the Working Group agrees, such additions may serve as credit against future, currently unplanned requirements to remove lands from the PLECA.
- If the nomination is approved, the CNRSW Environmental Department adds the parcel to the official PLECA map and table, adjusts the total acreage figures, and gives a copy of the adjusted boundary map and acreage figures (by landowner) to each landowner.

b. Removing and Replacing Habitat from the PLECA. As stated elsewhere in this MOU, it is the intention of the signatory landowners that construction not take place within the PLECA. However, when required to accommodate the landowner's mission, the affected acreage shall be removed from the PLECA and an area of equal size and equal or higher ecological value (very high, high, moderate, as identified by the 1994 NRMP habitat evaluation model [HEM]) will be added to the PLECA to offset the loss.

With the concurrence of the Working Group, a different habitat type than the one being removed may be added to offset the loss of habitat if it is of similar or higher quality and ecological value. Areas of degraded habitat that will be restored to the habitat type being lost may be added to offset the habitat loss from the PLECA, provided more land area is restored than is being removed (i.e. higher ratio) to offset the time lag associated with the restored habitat meeting success criteria and having an equivalent function and value as the habitat being lost. In addition, the Working Group should agree that the proposed success criteria for restoration are appropriate.

If a signatory proposes construction on another landowner's land that requires removal of habitat from the PLECA, it is expected that the signatory proposing the project would add a parcel to the PLECA of equal size and of the same habitat type of equal or higher ecological value. If the proposing landowner does not have habitat of the same size, type and quality to add, it would be expected that the landowner approving the project on its land would add habitat to the PLECA. If this were not possible, the landowner proposing the project, with the concurrence of a majority of the Working Group, could pay for the restoration of disturbed habitat of equal or greater size for that being removed, either within or outside the PLECA, but sufficient to offset the temporal loss of that habitat type. This may be on the project proponent's land, the affected landowner's land or another landowner's land with their written approval. If the land being restored is outside the PLECA, it should be added to the PLECA.

Once the details of any removal/replacement/restoration agreement have been formalized among the affected landowners, the landowner proposing the construction project should propose an adjustment to the PLECA at the next regularly scheduled Working Group meeting.

2. Mitigation for Construction Projects Within the PLECA. In addition to full, in-kind replacement for habitat removed from the PLECA, it may also be necessary for a landowner to mitigate for the project's effects to native habitat that has been removed. Such mitigation should be proposed in the associated NEPA/CEQA compliance document. Such supplemental mitigation may consist of adding habitat to the PLECA, or restoring disturbed habitat within or outside the conservation area. The Working Group members shall review and comment on such mitigation. It shall be noted in the bi-monthly meeting minutes, and included on the official PLECA map and table.

3. Emergency Repairs to Utilities within the PLECA. It is understood that emergency repairs to utilities (water, sewer, electrical, IT, and jet fuel lines) within the PLECA will be necessary from time-to-time. It is the responsibility of the landowner making the repairs to ensure that they are made in a manner that is consistent with the intent of this MOU, the Endangered Species Act, Clean Water Act and other applicable laws. The work should occur within the minimum area necessary to complete the repair and that the affected area(s) rehabilitated in accordance with accepted practices as quickly as possible after the repair has been completed.

The Working Group will work with the NBPL PWO to prepare a series of large-scale maps of each landowner's utilities within the PLECA for use by the Working Group for advising habitat treatment for effects from emergency utilities repairs.

4. *Maintenance and/or Replacement of Existing Utilities within the PLECA.*

Utilities within the PLECA will need cyclic maintenance or replacement over time. Such maintenance or replacement is not considered to be new construction under this MOU, and would not necessitate the removal of the affected land from the PLECA. Potential effects to the native habitats in the PLECA that may occur as a result of these projects should be addressed through the NEPA/CEQA compliance process. Project proponents for utility maintenance/replacement shall inform the Working Group at the earliest stage of planning to give members the opportunity to provide recommendations on mitigating project effects.

5. *Construction/Installation of New Utilities within the PLECA.* Proposals to construct or install new utilities within or across the PLECA will be considered new construction under the terms of this MOU, and should be avoided or routed within existing utility corridors or roadways if at all possible. The project proponent should inform the Working Group at the earliest stage of the planning process about such utility projects and their potential affect on the PLECA. Given the linear nature of most utility projects, and depending on expectations for required cyclic maintenance, the Working Group will determine on a case-by-case basis whether or not to recommend habitat rehabilitation or removal of the affected area from the PLECA. The Working Group will provide guidance and recommendations regarding mitigation requirements for the project. The Working Group's process for review of NEPA/CEQA documentation shall be used to evaluate the effects of such projects on the PLECA and to identify and recommend the preferred alternative.

6. *Vegetation Management along Navy Security Fences within the PLECA.* Navy instructions require that vegetation along security fences be managed to enable force protection to easily detect possible intruders. Vegetation in a corridor 20 feet or greater between the security fence and the nearest structure, and 30 feet on the inside of the security fence, is to be maintained at a height of eight inches or less. Such vegetation management is considered compatible with the purpose of the PLECA, and zones/corridors along the security fences within which this activity occurs shall remain in the conservation area.

Prior to pruning vegetation along security fences within the PLECA, the Navy will notify the Working Group and prepare the appropriate NEPA/CEQA documentation for the review and comment of principal members.

C. *Access to the PLECA.* Access within selected areas of the PLECA may be required for operational needs, recreation, and scientific research and monitoring. For these and other purposes necessary for carrying out the intent of this MOU, landowners shall provide appropriate and necessary access to the PLECA consistent with their respective

missions. Each landowner may authorize access for scientific research and monitoring projects that occurs solely on their land. For projects that cross-jurisdictional boundaries, each affected landowner must agree to provide access before it is granted.

As appropriate, existing operational needs shall continue uninterrupted. As appropriate, management, activities such as security, maintenance of circulation (road network and parking), utility systems and cable easements, and fire management, both structural and wild land, will be evaluated under NEPA, CEQA and other applicable laws. Newly proposed needs for operational access will be addressed at Working Group meetings and evaluated in regard to this MOU and management goals and objectives. Where conflicts exist, alternative access will be explored and recommended.

Current recreational uses are also expected to continue uninterrupted, although the Working Group will monitor and evaluate specific access points. If conflicts exist or arise among recreational activities, Navy security and/or critical biological resource areas, access may be prohibited and/or re-routed on a permanent or temporary (e.g. seasonal) basis.

D. Terms of Agreement. This MOU is effective by each party when signed below, and shall extend for a period of 10 years from that date. This MOU will automatically renew absent any positive action on the part of any signatory to terminate or amend it. The MOU may be updated or amended as agreed to by all signatories.

Nothing in this MOU is intended to or shall be construed to abrogate the responsibility of the landowners to comply with applicable laws such as NEPA, CEQA, Endangered Species Act, or other applicable legislation.

For the federal landowning signatories, any requirement for the payment or obligation of funds, pursuant to this MOU, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of applicable law, including the Anti-Deficiency Act, 31 USC section 1341 et seq. In cases where payment or obligation of funds would constitute violation of the Anti-Deficiency Act, the dates established for requiring the payment or obligation of such funds shall be appropriately adjusted. Nothing in this MOU shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

For the City of San Diego, no provision herein shall be interpreted to require obligation or payment of funds in violation of applicable law, including the San Diego City Charter. Nothing in this MOU shall be construed as implying that the San Diego City Council will, at a later time, appropriate funds sufficient to meet obligations under this MOU. Any obligation for the City to pay funds can only be accomplished by separate agreement or written amendment to this MOU.

E. Termination. Any signatory may withdraw from this MOU at any time, in accordance with the following procedures. The party desiring to withdraw shall provide written notification to each of the other signatories that such action is being considered. Within 30 days of this notification, a meeting shall be held among all of the principals on the Working Group to informally address all concerns raised. If resolution of the concerns is not forthcoming, the withdrawing party shall provide written notice within 60 days following the meeting. This notice shall state the reasons for withdrawing, with said withdrawal from the MOU becoming effective with the signing of this second written notice. Once a party has withdrawn, the remaining parties shall reevaluate the viability of the PLECA, which may involve reapplication of the original HEM. Based on the result of the viability analysis, the remaining parties may decide to terminate the MOU, redefine goals, or, if viability is not affected, continue with this MOU.

Commander
Navy Region Southwest
U.S. Navy

Superintendent
Cabrillo National Monument
National Park Service

Field Supervisor
Carlsbad Fish and Wildlife Office
U.S. Fish and Wildlife Service
U.S. Department of the Interior

Director
Fort Rosecrans National Cemetery
Department of Veterans Affairs

City Manager
City of San Diego

Commanding Officer
U.S. Coast Guard Sector San Diego

Attachments:

A. Map of PLECA in 2002