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May 17, 1943

MEMORANDUM FOR THE RECORD:

Colonel McGinley's report by memorandum dated May 17, was forwarded to Colonel Wing for his information.

WPS
WPS

2. *Wing* 5-17-43
2. *Wing*
2. *McGinley, Col Surgeon*
254 *Com. Bureau*
WSP

May 15, 1943

MEMORANDUM FOR COLONEL EUGENE McGINLEY:

The attached carbon copies of correspondence between War Relocation and Western Defense Command serves to supplement the file sent you under date of May 13, pertaining to the responsibility for the maintenance, etc., of the Military Police installations at relocation centers. Please attach this to the file and return the entire file when you have finished with it.

(Signed)

WILLIAM P. SCOBEE
Colonel, General Staff
Executive



MAY 13 1943

Commanding General
Headquarters Ninth Service Command
Fort Douglas, Utah

Dear Sir:

We have the letter of May 6 from your office, signed by Colonel P. R. Davison, relative to repair and maintenance of buildings and utilities occupied by military police units. Attached to that letter is a copy of the memorandum of agreement between the War Department and the War Relocation Authority under date of April 17, 1942, and a copy of a letter to Mr. E. R. Fryer under date of August 27, 1942, signed by Lieut. E. P. Bronson.

In referring to the letter to Mr. Fryer under date of August 27, Colonel Davison indicated that inquiry at Headquarters Western Defense Command and Fourth Army failed to disclose that it had been answered. We are enclosing a copy of the reply to that letter, dated September 15, 1942, addressed to the Commanding General, Western Defense Command and Fourth Army, and signed by E. H. Rowalt, Acting Regional Director. We are also enclosing a copy of the acknowledgment of Mr. Rowalt's letter, dated September 18, 1942, signed by Lieut. J. A. Romanczuk. In addition, there is attached a copy of a memorandum to all Project Directors, under date of September 24, 1942, informing them of the correspondence between the War Department and the War Relocation Authority relative to the agreement between the two agencies affecting the repair and maintenance of utilities and buildings occupied by the military police units.

If any difficulties are encountered in connection with the carrying out of these functions, we will be glad to further clarify the instruction.

Sincerely,

D. J. Myer
Director

Enclosures - 3

cc: Colonel Scobey ✓

May 13, 1943

MEMORANDUM FOR COLONEL EUGENE MCGINLEY:

Note the attached correspondence in which the Ninth Service Command, in a letter of May 6, makes interpretation of the War Department - War Relocation Authority agreement of April 13, 1942, that the War Relocation Authority be required to maintain the Military Police housing facilities at the various relocation centers.

What is your interpretation of this question?

(SIGNED)

WILLIAM P. SCOBEEY
Colonel, General Staff
Executive

Encl.

HEADQUARTERS NINTH SERVICE COMMAND
OFFICE OF THE COMMANDING GENERAL
FORT DOUGLAS, UTAH

May 6, 1943.

SPKSM (AS)

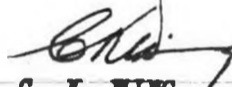
Colonel William P. Scooby, GSC,
Office of The Assistant Secretary of War,
War Department,
Washington, D. C.

Dear Colonel Scooby:

I am inclosing herewith copy of letter with attachments being sent to War Relocation Authority concerning the repair and maintenance of Military Police installations at War Relocation Authority Centers.

This is for your information.

Very sincerely,



C. K. WING,
Colonel, GSC,

Director, Internal Security Division.

3 Incls:

- Cpy. of letter to Mr. Myer.
- Copy of Agreement.
- Cpy. of letter to Mr. Fryer.

GROUPS 76031

GOSBIC

HEADQUARTERS SIXTH SERVICE COMMAND

Office of the Commanding General
Fort Douglas, UtahBox 54
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SPKSM (AS)

May 6, 1945.

Mr. D. S. Myer,
Director, War Relocation Authority,
Barr Building,
Washington, D. C.

Dear Mr. Myer:

On a recent inspection of the Military Police housing at War Relocation Centers in this Service Command, by one of the officers of this Command, it was noted that certain items of repair and maintenance of these facilities were required.

These conditions were discussed informally with the Project Directors and it was found generally that the policy or responsibility of War Relocation Authority in this regard was not generally understood.

Relying upon the terms of the Memorandum of Agreement between the War Department and War Relocation Authority, dated April 17, 1942, entered into between Mr. Eisenhower, for War Relocation Authority, and Mr. McCloy, for the War Department, wherein it is provided that War Relocation Authority will maintain and replace all equipment and property (reference Paragraph 6) and after the completion of Centers will take over the maintenance (reference Paragraph 7), it would appear that the repair and maintenance of these installations is the responsibility of War Relocation Authority.

Pursuing this matter further it appears that under date of August 27, 1942 a letter was addressed to Mr. Fryer, Regional Director of War Relocation Authority (copy attached), requesting a clarification of this responsibility for the maintenance of all such utilities. Inquiry at Headquarters Western Defense Command and Fourth Army fails to disclose that this letter was answered.

Due to the fact that repairs and maintenance must be provided for it is requested that War Relocation Authority indicate what policy it will follow in this Service Command in the matter of repair and maintenance of buildings and utilities occupied by the Military Police Units.

Sincerely,

P. R. DAVISON,
Colonel, GSC,
Chief of Staff.

2 Incls:

Cpy. of Agreement.

Cpy. of ltr. to Mr. Fryer.

1746 41

OFFICE OF THE ASSISTANT SECRETARY

Washington, D. C.

April 17, 1942

MEMORANDUM OF AGREEMENT BETWEEN THE WAR DEPARTMENT AND
WAR RELOCATION AUTHORITY.

Preamble: The War Relocation Authority is an independent establishment created by Executive Order of the President, No. 9102 dated March 18, 1942, with a primary objective of relieving the military establishment of the burden of providing for the relocation of persons excluded from military areas by order of the Secretary of War or any designated military commander acting pursuant to Executive Order of the President, No. 9066 dated February 19, 1942. The emphasis in all War Relocation Authority activities will be increasingly to alleviate the drain on military resources with regard to all phases of evacuation and relocation. The War Relocation Authority has agreed to prepare itself as rapidly as practicable to assume those burdens now imposed on the War Department respecting such activities and particularly in connection with Pacific Coast evacuation now in progress. Accordingly, the following understanding is executed between the War Department and the War Relocation Authority to meet the present situation.

Incl #2

1. The evacuation of combat zones is a military necessity and when determined upon must not be retarded by resettlement and relocation. In other words, the timing of evacuation is a military function which War Relocation Authority will do all in its power to accommodate.

2. Assembly Centers are staging areas and necessary because of the time required to select relocation sites and to construct Relocation Centers (Reception Centers). Assembly Centers are constructed and will be supplied and operated by the War Department.

3. Relocation sites, upon which Relocation Centers (Reception Centers) are built, are to be selected by the War Relocation Authority, subject to War Department approval.

4. The acquisition, as distinguished from selection, of sites for Relocation Centers (Reception Centers) is a War Department function. Such acquisition will be made by the War Department upon the request of the War Relocation Authority. The War Relocation Authority will reimburse the War Department for the acquisition cost of relocation sites, or pay the cost in the first instance.

a. As a part of the acquisition procedure, respecting both private and public lands, the War Department, through an appropriate military commander, will advise the Chief Executive of the State concerned of the military necessity for the location of a relocation project within that state.

b War Relocation Authority has full responsibility for collection of the necessary data and descriptions in accordance with 3 and 4 above.

4. Construction of initial facilities at Relocation Centers (Reception Centers) will be accomplished by the War Department. This construction will include all facilities necessary to provide the minimum essentials of food, shelter, hospital, mess, sanitary facilities, administration building, housing for relocation staff, post office, store, essential refrigeration equipment, and military police housing. (Note: Department construction will not include refinements such as schools, churches and other community planning adjuncts.) The placement and construction of military police housing will be subject to the approval of the appropriate military command.

5. The War Department will procure and supply the initial equipment for Relocation Centers (Reception Centers) viz., kitchen equipment, minimum mess and barrack equipment, hospital equipment and ten days' supply of non-perishable subsistence based on the Relocation Center (Reception Center) evacuee capacity. From the date of opening, or the date on which the War Relocation Authority initiates the operation of key Relocation Center (Reception Center), as the case may be, the War Department will transfer accountability for all equipment and property to the War Relocation Authority. The War Relocation Authority agrees to assume such accountability.

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Thereafter, the War Relocation Authority will maintain and replace all such equipment and property, including subsistence, and will procure whatever additional supplies, subsistence and equipment it may require. The War Department agrees that the War Relocation Authority may effect its procurement through War Department agencies.

a. As to all routine procurement effected by the War Relocation Authority through War Department Agencies, said Authority agrees that it will transmit to the War Department a forecast of its requirements semi-annually in advance and that it will confirm in writing to the appropriate War Department Agency its actual requirements from time to time as the need for such procurement develops. The War Relocation Authority will take all possible and practicable steps to inform the War Department well in advance of its requirements.

7. After pending arrangements for existing Reception Centers are completed, the War Relocation Authority will operate Relocation Centers (Reception Centers) from the date of opening. This will include staffing, administration, project planning and complete operation and maintenance. In undertaking such operations the War Relocation Authority will not retard completion of the evacuation process but will accommodate military requirements. It will be prepared to accept successive increments of evacuees as construction is completed and

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supplies and equipment are delivered. In each case the War Relocation Authority will provide a project manager who will be available to the War Department local construction representative for consultation as soon as a given project is approved for construction.

8. The War Department will provide for the transportation of evacuees to Assembly Centers and from Assembly Centers to Relocation Centers (Reception Centers) under appropriate military escort. The War Department, through the Western Defense Command, has arranged for the storage of household effects of evacuees through the Federal Reserve Bank of San Francisco. At War Department expense, the Federal Reserve Bank of San Francisco has acquired warehouse space, provided civilian guards, and has arranged for inventories of goods stored by each evacuee. When evacuee goods are stored and the Federal Reserve Bank delivers inventory receipts to the War Relocation Authority, said Authority will accept such receipts from the Federal Reserve Bank of San Francisco and, upon such acceptance, said Authority assumes the responsibility now borne by the War Department for the warehousing program, including the assumption from the date of delivery of receipts, of payment of all costs. Thereafter, the disposition of such household effects and the transportation thereof to Relocation Centers, or elsewhere, will be the sole responsibility of the War Relocation Authority.

9. In the interest of the security of the evacuee relocation sites will be designated by the appropriate mili-

- 6 -

tary commander or by the Secretary of War, as the case may be, as prohibited zones and military areas, and appropriate restrictions with respect to the rights of evacuees and others to enter, remain in, or leave such areas will be promulgated so that ingress and egress of all persons, including evacuees, will be subject to the control of the responsible Military Commander. Each relocation site will be under Military Police patrol and protection as determined by the War Department. Relocation Centers (Reception Centers) will have a minimum capacity of 5,000 evacuees (until otherwise agreed to) in order that the number of Military Police required for patrol and protection will be kept at a minimum.

10. It is understood that all commitments herein as relate to the use of War Department and/or War Relocation funds are subject to the approval of the Bureau of the Budget.

WAR RELOCATION AUTHORITY

by _____
Director

WAR DEPARTMENT

by _____
Assistant Secretary of War

Econ. Mgt.
12712-42

September 15, 1942

Commanding General,
Western Defense Command and Fourth Army,
Presidio of San Francisco, California

Through: Civil Affairs Division

Dear Sir:

Your letter of August 27, file 254.(PM), contains recommendations to clarify the responsibility of the War Relocation Authority for the operation and maintenance of the Relocation Centers under the memorandum of agreement dated April 17, 1942, between the Authority and the War Department. It is our understanding that the War Relocation Authority is responsible for repair and maintenance at any Relocation Center upon acceptance of the Center by the Authority, except as to structures not then completed in accordance with the agreement of June 8, 1942, entitled "Standards and Details - Construction of Japanese Evacuee Reception Centers". The War Relocation Authority is responsible as to those structures after their completion. We agree that the following are included within the responsibility of the War Relocation Authority for repair and maintenance:

1. Maintenance of all utilities
2. Repair and maintenance necessitated by ordinary wear and tear to military police buildings and installations

It is understood that the War Relocation Authority may use evacuee labor in such repair and maintenance.

It is regretted that, because of difficulty in obtaining priorities for materials, the War Relocation Authority cannot assume responsibility for work beyond repair and maintenance necessitated by ordinary wear and tear to military police buildings and installations.

If the statements set forth above meet with your approval, we should appreciate an acknowledgment.

Very truly yours,

E. M. Rowalt
Acting Regional Director

COPY

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254. (PM)

August 27, 1942.

Mr. E. R. Fryer,
Regional Director, War Relocation Authority,
Whitcomb Hotel,
San Francisco, Calif.

Dear Mr. Fryer:

For the purpose of providing uniform instructions to commanders of military police units on duty at War Relocation Centers in the area of the Western Defense Command, it is suggested that there be a written statement of policy on the subject of maintenance of utilities and installations within the military police areas at such centers.

An agreement between the Commanding General and Colonel Groves, Office of the Chief of Engineers, was entered into on June 8, 1942, regarding initial construction at Relocation Centers. The Memorandum of agreement is titled "Standards and details - construction of Japanese Evacuation Centers." Those portions of the agreement pertaining to the military police units provide:

1. In general - shelter and facilities for M. P. Units.
2. To be provided for a strength of four officers and one hundred twenty-six enlisted men. Actual strength will be given in specific directives.
3. Officers quarters should provide individual cubicles for sleeping quarters with bath and toilet facilities.
4. One 20' x 100' building will be provided for each of the following: Administrative Headquarters and Unit Supply; Guard House; Recreation Room; and Post Exchange; and one 20' x 30' equipped with hot water and sanitary facilities to be used as a dispensary.
5. Garage or shed to house emergency vehicles of the unit.
6. Suitable shelving to be constructed in kitchen store rooms and M.P. supply room, post exchange and barracks.
7. Watch towers equipped with searchlights, not to exceed eight, without approval of this headquarters.

to Mr. E. R. Fryer, 8-27-42, cont'd.)

8. A standard stock fence around the M. P. Area.
9. A flagpole in the military police area.
10. Coal bins and screened garbage racks for each kitchen.

In addition to the above installations it is the policy to determine such additional construction as is necessary subsequent to the arrival of the military police unit at the center and prior to the completion of the general construction contract. Such additions are a part of the initial construction.

The memorandum of agreement between the War Department and War Relocation Authority, dated April 17, 1942, places responsibility upon the War Relocation Authority for "complete operation and maintenance." To clarify this clause the following is recommended:

1. That the War Relocation Authority shall provide for the maintenance of all existing utilities.
2. That the War Relocation Authority shall provide for the repairs to military police buildings and installations.
3. That requests by military police units for work on barracks or installations, which is beyond the scope of responsibility of the War Relocation Authority, be addressed thru military channels to the Commanding General, Ninth Service Command, for action by military authority.

If the suggestions meet with your approval in principle, would you address a communication to the Commanding General Western Defense Command, indicating what policies you wish to follow in this region?

Yours very truly,

R. P. BRONSON,
1st Lieut., A.G.D.,
Assistant Adjutant General.