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#2.06

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDING GENERAL, NINTH SERVICE COMMAND
AND
WAR RELOCATION AUTHORITY

WHEREAS, the Director, War Relocation Authority, charged by Executive Order No. 9102, 18 March 1942, with the relocation of certain evacuees of Japanese ancestry, has determined that certain of such evacuees are not, at this time, suitable for relocation; and

WHEREAS, the Director has instituted a segregation program under which certain groups of segregees are separated from the rest and brought together at Tule Lake Center; and

WHEREAS, such segregees continue to be in a civilian status; and

WHEREAS, the Director is responsible for the administration of the Tule Lake Center; and

WHEREAS, the Commanding General, Ninth Service Command, is charged with the maintenance of the external security at Tule Lake Center, but not the administration of the center or its residents; and

WHEREAS, in the discharge of his responsibility the Commanding General, Ninth Service Command, has placed into effect as of this date Standard Operating Procedure for Military Police at Camp Tule-lake, 6 December 1943, copy attached as Exhibit A; and

WHEREAS, contraband should be excluded from the Project Area and, as of the date of this agreement, the Commanding Officer has made a home-to-home search in the Centers for contraband:

NOW, THEREFORE, the parties hereto enter into this agreement this 6 December 1943 for the purpose of more effectively and efficiently carrying out the responsibilities respectively charged to them in relation to Tule Lake Center.

1. The attached SOP to be made applicable to the Tule Lake Center will provide for two centers: Center A and Center B. Each party agrees that the establishing of additional centers, areas and tracts at Tule Lake shall not be undertaken except by mutual consent of the parties hereto.

2. a. Director, WRA, agrees to establish and thereafter maintain an adequate internal security system within the Project Area.

The Project Director shall keep the CO informed as to the internal security force at Tule Lake Center. The CG, NSC, may submit suggestions and recommendations on this subject to the Director at any time.

b. CG, NSC, agrees to assist WRA in establishing and maintaining an internal security system at Tule Lake by (1) causing to be made available to WRA, for purchase by WRA or otherwise, three 2-way radio units for installation in WRA patrol cars, and (2) relaying messages by Camp Tulelake main short-wave radio station and licensed radio operators between WRA patrol cars and WRA Internal Security Offices.

3. Each party agrees that should the CO, Camp Tulelake, under Section II, Mission and Use of Troops, of attached SOP, cause troops of his command to enter a center, area or tract:

a. The CO may, in his discretion, assume command of such other centers, areas and tracts at the Tule Lake Center when he deems it necessary or desirable to do so in restoring order in the disaffected center, area or tract.

b. The WRA administrative staff will continue its normal functions, preserving its same channels of communication and chain of supervision and control, except that the Project Director shall forthwith become an immediate subordinate to the CO and if the CO so desires, the Project Director will cause designated WRA branch, section or division heads to be the immediate subordinate to individual officers designated by the CO.

c. It is desirable that the troops remain in such centers, areas and tracts for the shortest period of time consistent with the restoration of law and order; in order to carry out this policy WRA agrees to take such positive steps as may be necessary and agreed to by the Assistant Director, WRA, and the CG, NSC. The CO shall withdraw his troops forthwith from any center, area or tract upon approval by CG, NSC (expressed through CAD), and Assistant Director, WRA, at San Francisco, of a determination by the CO and the Project Director that law and order have been restored and disorder will not be resumed upon the withdrawal of troops.

4. Director, WRA, agrees that centers, where contiguous, shall be separated from each other by a double fence system with road between.

5. CG, NSC, agrees to cause, under ordinary circumstances, the issuance, upon the request of WRA, of permits for the travel from or to Tule Lake by evacuees being moved by WRA under a WRA segregation program..

6. a. Each party agrees, for the purpose of eliminating any misunderstanding and/or confusion in the carrying out of this agreement and in the discharge of the respective responsibilities of each party, that their respective chains of command or organization are as set out below; both parties agree that the levels between the links of the chain of command and organization shall be as indicated and that any direct communication which may be authorized between the Army and WRA shall be only between those of the same level.

War Department
(Asst. Secretary of War and/or
CG, ASF, and/or TPMG, whichever
appropriate)

War Relocation Authority
(The Director)

CG, NSC (b. below)

Assistant Director,
Pacific Coast Region

CO, Camp Tulelake

Project Director, Tule Lake
(c. below)

b. Contemporaneously with this agreement, the CG, NSC, is charging Civil Affairs Division, a general staff section and operating agency of HNSC, with the liaison between CG, NSC, and Assistant Director, WRA; CAD is further charged with the responsibility of keeping the CG, NSC, currently informed of the status of all matters at Tule Lake Center, the formulation and recommendation of policies for adoption by CG, NSC, pertaining thereto, and the staff supervision of the carrying out of the policies of the CG, NSC, and higher headquarters pertaining thereto.

c. The parties agree that should the CO assume command of any center, area or tract within Tule Lake Center on request of the Project Director, the Project Director shall forthwith become the immediate subordinate of the CO so far as concerns the centers, areas or tracts over which the CO has assumed command.

6 December 1943
Date

/s/ D. McCoach, Jr.
Commanding General, Ninth Service Command

6 December 1943
Date

/s/ R. B. Cozzens
Assistant Director, War Relocation Authority

C O P Y

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b. CO, NSC, agrees to assist WRA in establishing and maintaining an internal security system at Tule Lake by (1) causing to be made available to WRA, for purchase by WRA or otherwise, three 2-way radio units for installation in WRA patrol cars, and (2) relaying messages by Camp Tule Lake main short-wave radio station and licensed radio operators between WRA patrol cars and WRA Internal Security Offices.

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b. The WRA administrative staff will continue its normal functions, preserving its same channels of communication and chain of supervision and control, except that the Project Director shall forthwith become an immediate subordinate to the CO and, if the CO so desires, the Project Director will cause designated WRA branch, section or division heads to be the immediate subordinate to individual officers designated by the CO.

c. It is desirable that the troops remain in such centers, areas and tracts for the shortest period of time consistent with the restoration of law and order; in order to carry out this policy the WRA agrees to take such positive steps as may be necessary and agreed to by the Assistant Director, WRA and the CO, NSC. The CO shall withdraw his troops forthwith from any center, area or tract upon approval by CO, NSC (expressed through CAD), and Assistant Director, WRA, at San Francisco, of a determination by the CO and the Project Director that law and order have been restored and disorder will not be resumed upon the withdrawal of troops.

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6. a. Each party agrees, for the purpose of eliminating any misunderstanding and/or confusion in the carrying out of this agreement and in the discharge of the respective responsibilities of each party, that their respective chains of command or organization are as set out below; both parties agree that the levels between the links of the chain of command and organization shall be as indicated and that any direct communication which may be authorized between the Army and WRA shall be only between those of the same level.

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(Asst. Secretary of WAR and/or
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(The Director)

CG NSC (b. below)

Assistant Director,
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Project Director, Tule Lake
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c. The parties agree that should the CG assume command of any center, area or tract within Tule Lake Center on request of the Project Director, the Project Director shall forthwith become the immediate subordinate of the CG so far as concerns the centers, areas, or tracts over which the CG has assumed command.

Dec. 6, 1943

Date

(Signed) D. McCoach, Jr.

Commanding General, Ninth Service Command

Dec. 6, 1943

Date

(Signed) R. B. Cozzens

Assistant Director, War Relocation Authority

RESTRICTED

HEADQUARTERS
WESTERN DEFENSE COMMAND
Office of the Commanding General
Presidio of San Francisco, California

STANDARD OPERATING PROCEDURE
FOR
MILITARY POLICE
AT
CAMP TULE LAKE

6 December 1943

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HEADQUARTERS WESTERN DEFENSE COMMAND
Office of the Commanding General
Presidio of San Francisco, California

STANDARD OPERATING PROCEDURE
FOR
MILITARY POLICE AT CAMP TULE LAKE

6 December 1943

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I. GLOSSARY

The following terms, as used in this SOP, are here defined:

Commanding General	The Commanding General, Western Defense Command, unless otherwise indicated.
Commanding Officer	The military officer in immediate command of all military personnel at Camp Tule Lake, California
Project Director	The highest civilian War Relocation Authority official regularly assigned to Tule Lake WRA Project Area.
Segregee	A person of Japanese ancestry designated by WRA for residence at Tule Lake.
Tule Lake War Relocation Project Area (Project Area)	That area in Modoc and Siskiyou Counties, California, described in Civilian Restrictive Order No. 26, Hq. Western Defense Command.
Center A	That portion of the Project Area inclosed by a Perimeter Fence and containing all segregess living quarters other than Ward 7.
Center B	That portion of the Project Area containing segregess living quarters Ward 7.
Perimeter Fence	A fence on the perimeter of a Center.
Perimeter Road	A road outside of and paralleling the perimeter of a Center.
Division Road	The road running between Center A and Center B.
Motor Park	That portion of the Project Area set apart for the garaging of WRA motor vehicles.
Tool Shed Area	That sub-area within the Motor Park containing the housing for equipment used by work parties.
Compound Area	That portion of the Project Area containing the WRA Center administration buildings, Caucasian living quarters, and various sub-areas.
Hospital Area	That sub-area within the Compound Area containing the evacuee hospital.
Railhead Area	That sub-area, within the Compound Area, containing the railhead, and passenger and freight depots serving the Project.

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Tracts 1, 2, 3, etc.

Those agricultural areas within the Project Area.

Tract Boundary

The cleared strip, fence and tower system enclosing an Agricultural Tract.

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II. MISSION AND USE OF TROOPS

1. The Commanding Officer is charged with the responsibility for the external security of the Centers and, while segregees are therein, of the Areas and Tracts.

2. The CO, in discharging his responsibility, may in his discretion, cause troops of his command to enter the Centers, Areas and Tracts when the Project Director states that he is no longer able to maintain order therein and requests the CO to restore order therein. The CO will not enter or permit members of his command to enter the Centers on any other occasion.

3. The CO, upon such occasions as he causes troops of his command to enter a Center, Tract or Area, will cause them to do so in force, and will assume absolute command thereof.

4. Upon determination by the CO and the Project Director of the restoration of order, the CO will notify the CG, NSC, through Director, Civil Affairs Division, of such fact, and request instructions pertaining to withdrawal of troops and the return of command of the Center, Area or Tract to the Project Director.

III. IDENTIFICATION

1. Registration. Every segregee resident of the age of twelve years or more will be registered by the CO. Processing of segregees now resident at the Centers who are designated for continuing residence therein will be accomplished in accordance with arrangements to be established by the CG, NSC.

2. Identification. Every such registrant will be issued an identification badge. Processing (photographing and registration) of incoming segregees designated for residence will be accomplished, so far as feasible, upon their arrival.

R E S T R I C T E D

IV. CONTRABAND

1. Letter 13 September 1942, subject: Parcel Inspection at Certain WRA Projects, from the CG to CG, Communications Zone, is rescinded as to Tulelake War Relocation Project Area only.

2. The possession of contraband within the Project Area is prohibited to persons of Japanese ancestry.

3. a. The following are contraband:

(1) Those articles, commodities or things; the use, possession or operation of which are prohibited by paragraph 6, Proclamation No. 3, this headquarters, i.e., firearms, weapons and devices ordinarily capable of such use, or implements of war or component parts thereof, ammunition, bombs, explosives or the component parts thereof, shortwave radio receiving sets having a frequency of 1,750 kilocycles or greater or of 540 kilocycles or less, radio transmitting sets, signal devices, codes or ciphers, cameras.

(2) Those articles, commodities or things; the use, possession or operation of which are prohibited by Public Proclamation No. 2525, promulgated by the President of the United States on 7 December 1941, i.e., papers, documents or books in which there may be invisible writings, photographs, sketches, pictures, drawings, maps or graphical representation of any military or naval installations or equipment or of any arms, ammunition, implements of war, device or thing used or intended to be used in the combat equipment of the land or naval forces of the United States or of any military or naval post, camp or station.

(3) Flashlights larger than two cell and all flashlights regardless of size if equipped with colored lens or bulb.

(4) Any article designated in writing by WRA as contraband.

(5) Such other articles as may from time to time be designated by the CG as contraband.

b. The tools and implements of a segregee's trade or profession are not absolute contraband subject to confiscation. These include wood-working tools, agricultural implements, dressmakers or tailors trade tools, and mechanics tools as well. Agricultural tools will be stored in the Tool Shed Area when not in use in the Tracts or in actual use in the Centers. In collaboration with the Project Director, a check-out system will be established by the CG; ordinarily each tool will be returned at the close of each day. Consistent with the maintenance of external security, this activity should be organized so as to reduce to the minimum any interference with operations of the Project Area.

4. Contraband discovered upon inspection or within the Project Area will be confiscated.

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5. a. Military Police will inspect for contraband all vehicles entering the Centers and all parcels destined for delivery within the Centers or to a segregee. All parcels, irrespective of the method of delivery, inclusive of parcel post and express, will be inspected prior to delivery to the addressee.

b. The following will be observed in inspecting:

- (1) Inspection will be in the Contraband Building.
- (2) Parcels will be opened in the presence of the addressee.
- (3) Each item of contraband confiscated will be labeled to show the addressee and the sender (if known) and given an identifying serial number.
- (4) A receipt bearing the serial number will be given to the addressee.
- (5) Entry will be made in a contraband register of confiscation.
- (6) First class letter mail will not be inspected; magazines, periodicals, newspapers and books printed in the English language by publishers in the U. S. and transmitted as second class mail by the original publisher will not be seized as contraband. Magazines, periodicals, newspapers and books mailed by a person other than the original publisher, will be searched for contraband; if contraband is found, the same, together with the container thereof, shall be confiscated and disposed of as provided above.

c. Periodically, confiscated contraband will be delivered to a designated storage facility.

d. No confiscated item will be returned to a segregee without express authorization of the CG.

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V. ENTRY AND EXIT

The CG is responsible for the external security of the Centers, Tracts and Areas. This includes the right to prohibit the entry and exit of all persons. The issuance, by or on behalf of the CG, of a permit to enter or to leave is a direction only to the Military Police. WRA is charged with the internal administration and internal security of the Project Area, and will be notified of all persons requesting permits to enter, and may, through the Project Director, refuse to permit the holder of such a permit to enter or to leave; the CG will collaborate with the Project Director to establish such routines and practices as will tend to eliminate the issuance of permits where the Project Director does not concur.

ENTRY

1. The Military Police will not allow any person to enter the Centers, Areas or Tracts except:

a. Those persons who, specifically by name, have received a prior written permit issued by or on behalf of the CG.

b. Those persons of Japanese ancestry:

(1) Who have been designated by WRA for residence therein; or

(2) Who are U.S. soldiers in uniform on authorized leave or furlough while on active duty.

c. Those persons to whom the CG, on behalf of the CG, will issue permits; to wit:

(1) Members of Congress.

(2) Members of the Federal Bureau of Investigation.

(3) Military personnel on official business, other than members of Camp Tule Lake garrison.

(4) Representatives of the Protecting Power (Spanish Consul) when accompanied by a member of the U.S. State Department, on official business.

d. Those persons to whom the CG, in his discretion, as it affects external security only, issues permits to enter Centers, Areas and Tracts; to wit:

(1) Employees of WRA.

(2) Persons rendering necessary utility and other services.

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e. Those persons to whom the CO, in his discretion, as it affects external security only, issues permits to enter Areas and Tracts; to wit: Persons for whom the Project Director requests, by name, entry permits.

2. Place of Entrance. All persons entering a Center shall enter through the Main Gate of the Center, except such members of work parties whose use of secondary gates has been specifically approved by name by the CO.

3. Entrance Procedure.

a. Persons of Japanese Ancestry Resident at Tule Lake.

(1) Upon Arrival: Each segregee arriving for residence will be processed at the time of arrival wherever feasible. The CO will make appropriate arrangements for processing each such segregee. The processing shall consist of obtaining the segregee's fingerprints, photograph and certain vital statistics; the segregee will be issued a temporary identification card permitting entry to a Center; approximately one week later the segregee will be issued a laminated identification badge and the temporary identification card will be taken up.

(2) Upon Return from Work Pass: See "Work Passes."

b. Persons of Japanese Ancestry not Resident at Tule Lake (Visitors).

(1) U. S. Soldiers: Upon identification and verification that they are in uniform on active duty and on authorized leave of furlough, they will be issued a visitor's badge and, upon signing the visitor's register, be permitted to enter.

(2) Others: When in possession of an effective travel permit issued by authority of the CG, they will be issued a visitor's badge and, upon signing the visitor's register, be permitted to enter.

c. Others:

(1) Employees of WRA will be issued permanent passes with a photograph and description of the authorized bearer.

(2) All those described in and qualified under par. 1, c., supra, will be admitted on presentation of evidence of eligibility. They will be issued a visitor's badge and, upon signing the visitor's register, be permitted to enter.

4. Records. The following records will be kept on a daily basis by the CO:

- a. Evacuees inducted.
- b. Evacuees departed.
 - (1) Authorized.
 - (2) Unauthorized.

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- e. Travel permits issued.
- d. Work passes issued.
- e. Visitor's register.

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5. The Military Police will not allow any persons to leave a Center, Tract or Area except:

a. Persons other than segregees upon surrender of visitor's badge or display of permit issued to such persons.

b. Persons who, specifically by name, have received a prior written permit issued by or on behalf of the CG.

c. Segregees who qualify as follows:

(1) When an authorized member of a work party; or

(2) When, to the satisfaction of the CG, it appears that there is extreme emergency involving the imminent loss of life or continued health of the resident, and there is insufficient time to communicate with and obtain permit from the CG; in which case an immediate report of such action will be made to the CG; or

(3) Segregees may be permitted to leave a Center for entry into the Hospital Area and to return therefrom when the Project Director has expressed approval therefor.

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VI. TRAVEL PERMITS AND WORK PASSES

PRELIMINARY

Tule Lake Project Area is within the California portion of Military Area No. 2. No person of Japanese ancestry, except American soldiers in uniform on authorized leave or furlough while on active duty, may enter or travel within the evacuated area of WDC (Military Area No. 1 and the California portion of Military Area No. 2) without written authorization of the CG.

TRAVEL PERMITS

1. Authorization of the CO. The CO is authorized to issue, when requested by the Project Director, permits for travel of segregees from the Project Area to points outside of the evacuated area where the travel is under emergency condition as set out in "Exit."
2. Form of Permit. The CO will be furnished with travel permits in blank, bearing seal, and numbered serially.
3. Issuance of Permit. a. The CO will, in an authorized case, cause to be completed a permit (all blank spaces of the permit being filled and lines drawn to prevent the insertion of an unauthorized name) in original, record (green) copy, and five white copies. The CO is not authorized to make any alteration or changes in the form of travel permit supplied. If the segregee is an alien, the Alien Registration Number will be inserted in appropriate space; if segregee is a citizen of the U. S., the words, "U. S. Citizen," will be inserted in such space. The route within the evacuated area prescribed in the permit will be limited to:

- (1) Center--Klamath Falls Highway to Oregon line;
- (2) Center--Reno Highway to Nevada line;
- (3) The most direct practicable common carrier route to destination; or
- (4) The route specifically prescribed in the authorization from the CG.

b. Upon completion of the permit, the CO will:

- (1) Sign the original and deliver it with one white copy (not signed) and a franked self-addressed envelope to the Project Director;
- (2) Mail the record (green) and three white copies to Director, Civil Affairs Division, WED. Ech. HNSC, Presidio of San Francisco, California; and

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(3) Retain a white copy in the files of the Bn. Hq.

c. Where a permit covers more names than can be inserted in the space provided on the face of the permit, the additional names will be typed on the reverse side of the permit and appropriate lines drawn to prevent the adding of unauthorized names.

4. Request for travel permit in case of illness, death, or an emergency (except in those emergencies covered in "Exit," infra.) will be made by the segregee concerned through WRA channels to Director, Civil Affairs Division, Fwd. Ech, IBSC, Presidio of San Francisco, California; if the request is approved, the permit will be issued by the Director or, upon specific instruction from this headquarters, by the CO; in the latter case the foregoing procedure will be observed.

5. The escort designated in travel permit shall be a member of the Military Police garrison or a civilian employee of the Federal Government approved by the CG.

W O R K P A S S E S

6. a. A work pass is an authorization to a segregee to leave a Center as a member of a work party for a period not in excess of the period of time set by the Project Director and in no event longer than twenty-four hours, for the purpose of engaging in work, as distinct from recreation, in a posted Area or Tract.

b. The issuance of a work pass to a segregee will be evidenced by the delivery to the segregee of a work badge; upon delivery of the work badge the segregee's identification badge will be taken up.

c. Each segregee will wear at all times the work badge issued to him.

7. Each work party will, during its entire absence from a Center, except when in the Compound Area or Motor Park, be under Military Police guard of appropriate strength and composition.

8. The CO is, subject to limitations below, authorized to issue, within his discretion, a work pass to any segregee whose name does not appear on a denial list.

9. The authority of the CO to issue work passes for periods covering night hours is limited to:

a. Work of an emergency nature to preserve a material amount of property or maintain public communications;

b. Routine maintenance work or servicing which is required on a twenty-four hour basis;

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c. Seasonal agricultural work.

10. The Project Director will keep the CO currently informed of the name and Center number of each segregee approved to engage in authorized work outside of a Center. The names of such segregees will be consolidated by work parties. The Project Director will also supply:

- a. The serial number of each work party;
- b. The type of and the locality where the work is to be performed;
- c. The time the work party will leave from and will return to a Center; and
- d. The number and types of motor transportation WRA will provide.

11. The CO will, in advance of the scheduled departure of a work party, notify the Project Director:

- a. Which of the listed segregees are disapproved for work passes.
- b. Where the CO cannot provide adequate security, that work passes for such work party will not be issued.

12. The CO will cause to be delivered to the Main Gate of the Centers, prior to the scheduled departure of a work party, work badges for each approved member thereof. The badges will be assembled at the particular gate stile through which the work party is assigned to pass; the number of the work party will be posted at such gate stile.

13. Each segregee will, on leaving for and returning from work, file through the gate stile designated for his work party and be identified by the Military Police there on duty.

a. Work Party. On leaving a Center each segregee will surrender his identification badge and be given in return his work badge (green). Upon returning each segregee will surrender his work badge (green) and be given his identification badge.

b. Administrative Work Party. On leaving a Center for the first time each day each segregee will surrender his identification badge and be given in return his work badge (blue); on returning to the Center finally at the end of the day, each segregee will surrender his work badge (blue) and be given his identification badge; between leaving the Center for the first time and finally returning thereto, the segregee, wearing his work badge (blue), will be passed through the gates between Center A and the Compound Area upon display of work badge (blue) without exchange of badges.

14. Segregees will not take into a Center any tools or equipment used in farm operation, auto repair, or other work carried on outside except as expressly agreed upon by the CO and the Project Director.

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REVOCATION OF EARLIER INSTRUCTIONS

15. This Standard Operating Procedure terminates and supersedes any authorization and instructions of the CG pertaining to the issuance of travel permits by any Military Command or civilian authority at Tule Lake War Relocation Project.

R E S T R I C T E D

vii. TRANSPORTATION

1. a. WRA administrative motor vehicles, except the official vehicle regularly assigned to the Project Director, will be marked with a registration number stenciled on the hood and/or doors of the vehicle in numbers at least four inches high; the number will also be stenciled on the tail gate of the trucks. Vehicles so marked will be admitted to all Tracts and Areas when the driver thereof possesses a work pass or permit.

b. Privately owned vehicles operated by persons, other than segregates, resident in the Project Area or frequently entering the Project Area will, upon request of the Project Director and approval of the CO, be issued a pass to enter specific Tracts and Areas; the pass to be in the form of a windshield sticker.

c. No other vehicle will be permitted in any Tracts or Areas except upon the prior written approval of the CO on the specific request, in each instance, of the Project Director.

2. WRA administrative motor vehicles will be garaged in the Motor Park Area when not in use.

3. Admission of motor vehicles to a Center will be limited to:

a. WRA administrative vehicles, to include:

- (1) Ambulances;
- (2) Fire engines;
- (3) Interior security patrol vehicles;
- (4) Service vehicles performing or maintaining utility services, including garbage disposal.

b. Privately owned and operated service and supply vehicles, when authorized by the Project Director. No such vehicle will remain in a Center longer than necessary to carry out its functions.