

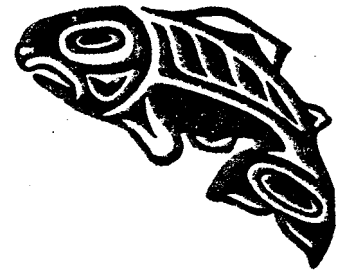
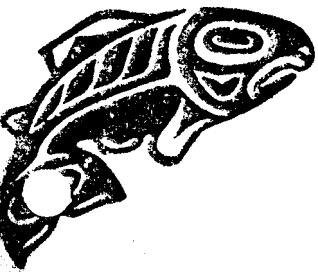
The original documents are located in Box 5, folder “Puyallups Occupation of Tacoma Hospital (2)” of the Bradley H. Patterson Files at the Gerald R. Ford Presidential Library.

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PUYALLUP TRIBE OF INDIANS
Request for Special Appropriations
CUSHMAN INDIAN HOSPITAL
FY 1977





Puyallup Tribe of Indians

MEDICINE CREEK TREATY NATION

C U S H M A N I N D I A N H O S P I T A L

Request for

a 1.719 MILLION DOLLAR ADDITION

to the

BUDGET OF THE BUREAU OF INDIAN AFFAIRS

FISCAL YEAR 1977





Puyallup Tribe of Indians

MEDICINE CREEK TREATY NATION



ON BEHALF OF OUR ELDERS, the PUYALLUP TRIBE OF INDIANS respectfully requests that a line-item addition be made to the budget of the Bureau of Indian Affairs of the Department of Interior for the fiscal year 1977, in the amount of 1.719 million dollars, for the purpose of reacquisition of the 30.1 acres of land, and facility, known as THE CUSHMAN INDIAN HOSPITAL (Cascadia Diagnostic Center). The title to Cushman is requested to be revested in the United States, in Trust for the Puyallup Tribe of Indians.

PUYALLUP TRIBAL COUNCIL

RESOLUTION NO. 76-3-74

WHEREAS the Puyallup Tribal Council is the governing body of the Puyallup Tribe in accordance with the authority of it's Constitution and By-Laws, as amended, approved by the Assistant Secretary of the Interior on the 1st day of June, 1970; and

WHEREAS the Puyallup Tribe as party to the Treaty of Medicine Creek of 1854 was guaranteed health and education services by the Federal Government; and

WHEREAS the Cushman Indian Hospital, known now as Cascadia Diagnostic Center, is on the Puyallup Reservation; and

WHEREAS the Puyallup Tribe originally isolated the Cushman site from other land uses on the Reservation so that it would provide the Treaty guaranteed health and education services to the Tribal service population; and

WHEREAS the Puyallup Tribe sold the Cushman land to the Federal Government in 1941 for the express purpose of improving the government's ability to provide health care here, and was in fact assured by the government that this would be the only use of the land in the negotiations for the sale and by the Congressional Act authorizing the purchase; and

WHEREAS the Cushman site was consistently used only for health and education purposes until the U.S. Department of Health, Education and Welfare closed it in 1959; and

WHEREAS HEW gratuitously transferred Cushman to the State of Washington for uses other than Indian health in 1961, and this transfer effectively breached the Federal Government's promises to the Puyallup Tribe as to the purposes for which Cushman would be used; and

WHEREAS the Puyallup Tribe firmly believes that the Cushman Indian Hospital should rightfully be returned to the Puyallup Tribe for use as a multi-health, education, and associated services center; therefore

BE IT RESOLVED that the Puyallup Tribal Council will make every effort to obtain the return of the Cushman facility and grounds, in Trust for the Puyallup Tribe, to be operated by the Puyallup Tribe as a multi-health, education, and associated services center for Native Americans.

CERTIFICATION

I hereby certify that the above resolution was duly enacted at a meeting of the Puyallup Tribal Council held at Tacoma, Washington on the 7 day of March, 1976, a quorum being present, with a vote of 3 for and 0 against.

ATTEST:

Ramon Bennett
Ramon Bennett, Chairman

Quentin D. Stiltner
Secretary, Puyallup Tribe of Indians

REQUEST FOR APPROPRIATION

CUSHMAN INDIAN HOSPITAL

I. THE SITE

The Cushman Indian Hospital, now called Cascadia, sits near the center of the Puyallup Reservation in a section known as "the Indian Addition". It is adjacent to our Tribal Cemetary and Tribal Offices, and our medical-dental clinic is located on the Cushman grounds through a lease agreement with the State of Washington. In spite of the extensive urbanization of the Reservation by the city of Tacoma, the major concentration of our population is still found around the borders of the 30.1 acres of Cushman grounds.

Since the Cushman Hospital's closure by HEW in 1959 the facility has been alienated from service to the Indian community. However, the close proximity of individuals and activities of our community to the Cushman site is not surprising. Since 1873 those grounds have provided the focal point for Indian services on our Reservation, beginning with education as the Puyallup boarding school. Since 1878 the Cushman site has been the center for health services available to our population. While education phased out in the 1920's, the health use continued until HEW's declaration in 1954 that the facility was surplus to our health needs, prompting the hospitals closure in 1959. Predictably, the Cushman Indian Hospital is still absolutely identified by the local Indian communities as rightfully and traditionally an Indian health center.

II. THE BACKGROUND OF CUSHMAN

The Treaty of Medicine Creek of 1854 guaranteed to the Puyallups and other tribes and bands represented that education and health care would be provided by the federal government. (Article 10)

In implementing the first of these treaty provisions a trade school was set up on the Puyallup Reservation in 1864, near the Cushman grounds. By 1871 the Cushman site had been identified by the Bureau of Indian Affairs as suitable for a boarding school. The occupant, a Tribal Elder, agreed to the use and the land was then set aside as Tribal land to be used for providing services. The Puyallup boarding school (trade school) opened there in 1871 and continued in varying degrees of operation until about 1920.

During the early years of the school, health care was provided to the students and the rest of the Tribal service population by a traveling physician. This method of delivery was changed in 1878 when the Cushman grounds became the site for a resident physician, as well as a school. Under BIA operation, inpatient and outpatient care was provided to Tribal members and other Indians in the Northwest at Cushman. Except for a short period after World War I when Cushman hospital was run by the Veterans Administration, BIA operated Cushman as the areas Indian Hospital.

In 1929 the BIA executed a formal lease of the facility from the Tribe, and began operating it as a tuberculosis sanatorium in addition to the general hospital and outpatient services offered there. Within a year the inadequacy of the facility to serve the multi-state population of Native Americans became evident, and local BIA officials initiated the move to construct a new hospital. Negotiations were instituted with the Puyallup Tribe to secure sale of the land to the federal government, clearing the way for a permanent hospital facility to serve Native Americans in Washington, Oregon, Idaho, Alaska, and

Montana. Correspondence between Dr. John Alley, Superintendent of Cushman, and other regional and national BIA officials, confirm the general hospital as well as tuberculosis treatment needs of the Native population prompting the federal purchase. (Supplement S.1 and S.2)

In 1930 and 1931 the Bureau of Indian Affairs cultivated Tribal interest and approval of the sale. Of critical importance in these negotiations were the continued affirmations by BIA officials that Cushman would provide continuing health care and employment to Puvallups.

(S.3 and S.4) It might also be noted that the June 20, 1931 approval of the sale by the Tribe was later interpreted as the sale date for purposes of valuation of the property at \$200,000 lower than its value nine years later when the deed was executed. (S.5)

Although the sale was agreed upon by both the federal and tribal parties, Congressional appropriation of the purchase price did not take place until 1939. The Act (53 Stat. 1405) specifically provided that the appropriation was for acquisition of the facility for Indian health purposes, and continuing health care to Puyallups, notwithstanding transfer of the property to the Department of Interior. (S.6) The deed executed by the Puyallup Tribe in favor of the federal government, dated October 28, 1940, similarly expressed the purpose of the sale as the advancement of Indian health purposes. (S.7)

The language in both the statute authorizing the purchase, and in the deed of sale, serve to illustrate the singular intent of all the concerned parties that the transaction was to promote the building of a new hospital facility at Cushman, to provide health services to Native Americans. This is consistent with all of the events, communications, and negotiations that had involved the BIA and the Cushman Hospital since 1929.

The present facilities at Cushman were completed in 1941, and served as a tuberculosis sanatorium and general hospital for the five state region. In addition, the

outpatient medical and dental clinic located in the hospital basement served the other health needs of Indians on Puyallup and other nearby reservations. These uses continued until the hospital's closure by HEW in 1959.

In 1954, immediately after removal of the Indian Health Service from the Department of Interior to Health, Education and Welfare, plans were announced that Indian health facilities would be phased out as quickly as possible. Cushman Indian Hospital was the first target - and the only hospital closed under this termination policy.

The multi-tribal protest that arose in the Northwest over HEW's declaration that Cushman was "surplus" to Indian health needs sought to keep the hospital open for general hospital and clinic services, rather than as the tuberculosis sanitorium that was at that time its official primary purpose. In spite of the presentation of the depressing health statistics directly contradicting HEW's statement, the effort failed to reverse HEW's decision because of the underlying "policy" of requiring Indians to make use of the "local community facilities" which were "believed" to provide the "answer" to Indian health care problems. (S.8)

The Department of Health, Education, and Welfare was well aware of the protest over Cushman and the request that it be re-dedicated to general Indian health purposes, both by direct contact with the Northwest Delegation of Indians, and through correspondence with Senator Magnuson of Washington. The logical option at that time would have been to turn the facility back over to the Puyallup Tribe so that either the Tribe or the Multi-state organization of Tribes served by Cushman could continue its use in service to Indian health needs. HEW made no such offer, and apparently considered such a move contrary to the policy they were espousing at the time. (S.8)

HEW instead sought interest from the State of Washington for use of the facility and its accompanying

38.5 acres. The original proposal solicited from the State of Washington envisioned Cushman's use by the Department of Institutions as a juvenile holding and "diagnostic" center, ie., jail. Subsequently, the State Highway Department expressed a desire for 8.4 acres of this land "for the state highway program", and the two departments agreed to the division.

HEW effected the transfer of the Highway Department acreage to Washington State through the Federal Highway Commission. The Cushman facility and remaining 30.1 acres were transferred directly by HEW to the Department of Institutions by a deed executed by HEW on July 13, 1961. (S.9) This deed specified that the transfer was for "public health purposes", an apparent attempt to bring it within the restrictive "Indian Health" terms of the 1939 Congressional Act and the 1940 deed from the Puyallup Tribe.

The HEW action directly contradicted the expressed intent of the Puyallup Tribe, the Bureau of Indian Affairs, and the Congress, the parties behind the original Cushman transaction. In further contempt for that original intent, HEW provided that the transfers of the land to the State of Washington were by gift! The State did not pay for either portion of the Cushman land.

The primary motivation for the Congressional act of appropriation in 1939 was the upgrade of the Cushman hospital facility and extinguishment of the annual \$9,000 lease payments being made to the Puyallup Tribe under the 1929 agreement. Indeed, had the federal government contemplated phasing out the services in 19 years they would not have provided for the acquisition. The purchase price of \$228,525 was approximately \$57,525 more than the cost of the lease for the same 19 year period, to 1959 when the Hospital closed. When viewed with the fact of the outright gift of the property to the State, and the administrative costs of that transfer, it becomes even

more plain that the action was not only contrary to the language on the face of the 1939 statute and the 1941 deed, but that the action was outright wasteful of federal funds.

The only motivation for the sale of the Cushman land by the Puyallup Tribe was to secure a good hospital facility to carry out the Treaty guarantee of available health services perpetually and in an unrestricted manner by the federal government. The Puyallup Tribe's agreement in 1939 that the purchase price would be the value of the 1931 assessment is evidence of this fact. The value of the facility in 1939 was at least \$200,000 more than it had been eight years earlier, and at least part of the cost of improvements had been taken out of the annual lease payments to the Tribe. (S.10) The Puyallup Tribe did not complete the sale of the 38.5 acres of Cushman land, and the facility, simply to give the government a "deal" on a land purchase. The entire history of the transaction revolves around the health purposes for which the facility was then, and was to continue to be used, and this purpose was expressed in the language of the deed itself. (S.7)

III. THE PRESENT SITUATION

The State of Washington is now using Cushman as the Cascadia Juvenile Diagnostic and Treatment Center, as outlined in it's original proposal to HEW. This use involves temporary to long term residence of juveniles referred by the courts for various criminal offenses and undesirable patterns of behavior. From "diagnosis" at Cascadia, juveniles are returned to their parents, to foster homes, to other state juvenile residence programs or group homes, or they stay at Cascadia, according to what is deemed appropriate for the individual.

In 1975 the Washington State Legislature approved a change in state policy, involving "regionalization" of the services now centered at Cascadia, and phasing out the present use of the facility. (S.11 and 13) This has not yet been implemented, and approximately two years will be needed by the State to completely phase out its operations at Cascadia.

The State of Washington has agreed to return Cushman (Cascadia) to the Puyallup Tribe if it can recover its capital investment in the facility: 1.719 million dollars. (S.12) Our present effort in seeking appropriation of this amount is strongly endorsed by Governor Dan Evans of Washington, and Representative A.A. (Doc) Adams, chairman of the House Committee on Social and Health Services of the Washington State Legislature. (S.13 and 14)

IV. PROPOSED USE OF CUSHMAN

The multi-tribal protest that began in 1954 with the announcement of plans to close Cushman as "surplus to Indian health needs" was well justified in light of the depressing health statistics for Indians here in Washington as well as in the other four states for which Cushman served as the only Indian hospital. While our health statistics still show serious and disproportionately high rates of tuberculosis, upper respiratory ailments, diabetes, infant mortality, and inner-ear disorders, some of the specific health needs have changed. Health centers, hospitals and clinics, have opened to serve tribal populations in several areas of the other states and other parts of Washington. Our own outpatient clinic, still in the development process, is beginning to serve some of our obvious health needs.

Reopening Cushman in the capacity in which it previously served would duplicate outpatient efforts now being made, and while no thorough assessment has been conducted to establish the cost of remodeling it to meet today's building code requirements for a hospital, it is anticipated to be highly expensive. A thorough assessment of the facility by an HEW evaluation team has been requested by Senator Jackson, and it is hoped that this will provide more information. A preliminary evaluation of the building done by HEW in 1975 determined that it was not suitable for a hospital, though it would meet other of our needs. (S.15)

Our own important, unmet health and associated services, and training needs are appropriate for location in the existing Cushman facility. The projected programs are: convalescent, nursing and geriatric services for elderly and disabled, providing both intermediary care between hospital and home, and long term residential care; child protective services including short term residential care and group homes; alcoholism detoxification and treatment services; and importantly, career training programs in the

health and other basic service fields.

All of the proposed programs are within the traditions of Cushman, emphasizing the often-expressed health purposes of the facility, and extending into the also traditional education and career training which prompted the original separation of the Cushman site from other tribal land uses. On return of Cushman to the Tribe these health and education/training programs are the priority for implementation. As space allows, other Tribal government functions will also locate at Cushman, with Tribal legal functions and overall Tribal administration being anticipated. Despite the presence of some of these Tribal government activities, the dominant use of Cushman will be, and will remain, health and education oriented.

V. PROJECTS OVERVIEW

The goal of the Puyallup Tribe with respect to all of the activities proposed for Cushman is to provide a system of health and related services that will enable the individual and the family to improve and maintain a basic level of health and stability. In this context the interrelationships between outpatient clinical services, alcoholism detoxification and treatment, training, and protective residential services for our elderly, disabled, and children, becomes apparent.

Directly, the outpatient clinic services already being developed reach and treat physical ailment which are very often related to alcoholism because alcoholism does affect the whole family through nutritional deficiencies, neglect, accidents, and related illnesses. Serious illness requiring hospitalization of a parent, and detoxification needs and desires of the parent, share another common factor in the very real reluctance of the parent to commit

her or himself to treatment. This is caused by fear of loss of their children to the state foster placement system, which very often turns out to be a permanent deprivation and placement of the children separately, in non-Indian homes. The lack of treatment of course severely affects the earning capacity of the parent, and more importantly, the level of care and attention, and health, of the children.

State and local alcoholism and child protective services have admitted their inability to cope with our problems, and expressed support for our efforts. In those situations where they have been able to reach an individual or a family for treatment or counseling, the beneficial effect has been shortlived because of the complex health, economic, and community problems the family faces. Our ability to provide total family protection while a parent undergoes in-patient treatment, and to provide and coordinate training and employment opportunities following, therefore becomes a most essential ingredient of our health program. This does not propose to become a "baby-sitting" service for either adults or children, nor an answer to all problems, but rather to provide a basic start with family health and employment skills assistance, to overcome the obstacles now interfering with the security of our family units and productiveness of our community.

Child protective services and group homes will go further, to provide temporary or longer-term residential services as part of a "family", under Tribal protection and supervised (parented) by Indian adults from within our community. The objectives here include placement of a child or children from a family under Tribal protection while the parents pull themselves together and back into a position to provide family support and/or undergo inpatient health treatment, and providing the children with nutritional supports, health care, and positive community role models during the period of care. The availability of these services within the community

eliminates the fears of alienation from the family and the community which are part of the cause of the failure of non-Indian efforts to deal with these problems. This same effect carries over into the Tribal group home efforts directed toward Indian youth who have come under the custody of the court system and who generally have been required to stay in detention centers because of the inability of existing group homes to effectively manage the cultural differences between our youth and other youth in similar circumstances.

There is a total lack of intermediary care available for our elderly and disabled who require more care than is available at home, but neither need nor desire hospitalization. Yet, without it, we are losing our Elders either because of inadequate care or because of the hopelessness created by the hospital atmosphere, speeding death.

Our Elders are, with our children, our most precious resources. They have long been identified by the Tribal Council of the Puyallup Tribe as the top priority target population for health and nutritional care. Development of residential convalescent, nursing, and geriatric services is a necessary extension of the outreach services we now have. This would allow us to provide extra attention to the special health problems and health histories of our Elders not shared by the non-Indian populations, and to provide for the special traditional dietary needs of our Elders which is so important to their health. Location of these services at Cushman additionally provides one of the critical links in the Tribe's health and social services system by centering our Elders within the community, and allowing them to participate in community activities, and particularly the education of our young, as they desire.

Through Cushman while it was in operation, a number of women in our community were trained as practical nurses. Thanks to this effort we have tribal and community members

trained and ready to work in our health programs. However both long range health program requirements and administration of other services and programs offered by the Tribe requires continued availability of training - within the community - to community members. For more than four years we have been involved in combination college education/in-service training programs with colleges and universities in western Washinton, and have thus successfully trained several Tribal and community members as key staff. With the development of newer, and particularly the health programs, it has become apparent that a system is needed to offer the formal aspects of the training or education closer to the community, and tailor them to community needs. Cushman, once the site of our trade school, offers perfect facilities for these programs. Its proximity to our health services, and the cooperative relations established with colleges and universities in the area, make it a highly feasible site for a health careers education program with in-service training associated with it. Our needs in this area extend into training community members in the dental assistant, nursing, practitionering, technician, and medic fields, as well as preparation and motivation into medical and dental schools. Similarly, it is well suited to the training and education needs of the Tribe and community in other areas such as education, social service, mechanical, and other practical fields. To accommodate these programs virtually no alterations of the physical structure of Cushman need to take place.

The overall program proposed for Cushman then spans the range of health and supportive services necessary to provide individual and family health, while strengthening the family and community units by increasing our ability to provide the needed services ourselves.

VI. MECHANICS OF PROGRAM IMPLEMENTATION

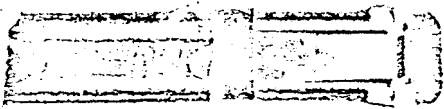
Upon approval of the appropriation to reacquire Cushman Hospital, the State of Washington will need approximately two years to complete the phasing out of its uses of the facility. While we have already been involved in the development of specific programs within the Cushman proposal, funding for these programs cannot be secured until we are certain of the time we would begin implementation. The two year "phase out" period requested by the State will be used by us to complete all aspects of planning and begin implementation of the proposed services.

Our goal is to implement these services through contracts with the state and federal offices and agencies already charged with the responsibility of operating them, and without additional "special appropriation" funding. These services will be set up and operated as self-sufficient businesses within the existing contract opportunities. The State Department of Social and Health Services has expressed a willingness to work with us on this basis, and our investigation of the operations of similar, non-Indian programs indicates our goal is realistic. Given the success of our present efforts to develop our Tribal economic base, we hope in the future to be capable of operating these services at their optimum levels without reliance on public funds.

VII. POLICIES OF THE INDIAN SELF DETERMINATION ACT

It is important to note that the proposed programs are also within the policy intents and purposes expressed in The Indian Self Determination and Education Assistance Act, PL 93-638, and its regulations, as valid purposes of grants under that Act. The Act requires that land purchases under its authority be intended either to promote and facilitate tribal development and administration of programs and services to Indian people - with emphasis on education and health programs, or to assist the Tribe in developing its governmental capacities, administration of programs under contract, and to facilitate Tribal direction to federal programs intended to benefit the Tribe's service population and Native Americans generally.

All of the programs proposed for Cushman are within the traditional purposes of the Cushman site, and directly improve our ability to administer our programs and provide services to our community ourselves.



U-1192

UNITED STATES
DEPARTMENT OF THE INTERIOR
INDIAN FIELD SERVICE

JUN - 3 1930
30104

Tacoma Hospital,
Tacoma, Washington.

June 3, 1930.

Hon. Commissioner of Indian Affairs,
Washington, D. C.

My dear Mr. Commissioner:-

I wish to make the following report in regard to the U. S. Tacoma Hospital. From July 21, 1929 to April 1, 1930, one hundred and seventy-nine (179) patients have been admitted, as follows:

Incipient	50
Mod. Advanced	113
Far Advanced	16.

Of the latter, most of them were from Alaska Board of Education. There have been three deaths among the children - all among far advanced cases.

There have been 131 tonsillectomy operations and 17 major operations; viz: appendectomy, amputation, removal of kidneys, removal of tumors, removal of loose body from knee, etc.; making a total of 150 surgical cases. One hundred fifty-three (153) patients have been treated on reservations at home - at Oakville, Tahola, LaPush, Luckleshoot and Puyallup.

Summing up the cases, we have as follows:

Hospital or bed patients	259
Out patients treated in Dispensary	366
Patients visited at home	153
Total	<u>778.</u>

The general hospital, Ward D, was opened to patients on January 1, 1930, and the work is growing very rapidly. Fifteen major operations and over 125 minor operations have been performed, and many patients turned away for lack of room, and the force is too small to take care of the work. Ward D is a two story wooden building at least 25 years old. It has no elevator, and the patients have to be carried down stairs after the operations are performed.

I feel there is great need for this work here, as many of the Indians need surgery and are unable to be taken care of on account of lack of funds.

I would recommend that an appropriation be asked of Congress to build and equip an up to date hospital of at least 60 beds here for general work, and that Supervisor Davis be directed here at once to make plans and estimates for the erection of this hospital so it can be considered in the next budget.

ES

Our work here has been appreciated by the Indians and has been far reaching, as we have reached every Indian community in Western Washington. The tubercular work has been very satisfactory. We have already discharged 18 incipient cases as arrested. We could not accomodate the many applications. But, with the enlargement after July 1, 1930, we will be able to serve the territory with greater satisfaction. I have had considerable experience with tubercular children in New Mexico and Idaho, but none have made better progress toward recovery than the patients in the Tacoma Hospital.

The location of the Tacoma Hospital is the best in the Northwest, and I again recommend that provision be made to ask Congress to acquire title to the property, which should include a strip of land between the hospital and the Railroad tracks (tract No. 6, containing 7.4242 acres), in order to retain control of the railroad siding.

Very truly yours,

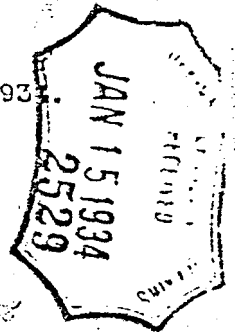
John N. Alley
John N. Alley,
Superintendent.

OFFICE OF INDIAN AFFAIRS

FIELD SERVICE

Tacoma Hospital,
Tacoma, Washington.

January 9, 1934.



Commissioner of Indian Affairs,
Washington, D. C.

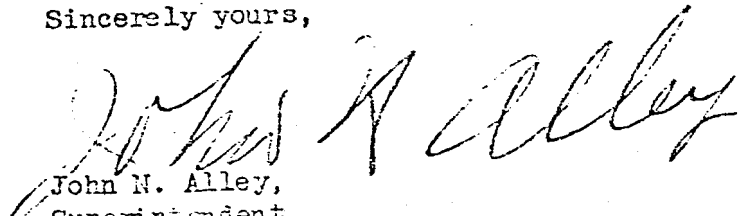
My dear Mr. Commissioner:-

Referring to various correspondence regarding possibility of Congressional action looking toward the purchase of the grounds on which the Tacoma Hospital is located, from the Puyallup Tribe of Indians, I have recently been requested by several of the Puyallup Indians to advise the Tribe the present status of this proposed sale. They would particularly like to know whether a bill has been prepared to cover the deal. I would appreciate it if the Office could enlighten me on the subject, in order that I may inform them.

The demand for medical attention among the Indians of the Northwest greatly exceeds the Government facilities available. We have a patient census at the present time of 255. It is usually 260 or more. This is a crowded condition at this Hospital. In addition, there is a large waiting list of prospective patients who really need medical attention very badly. This is particularly true, as to those requiring surgical attention. Our one ward that may be used for this class of patients has a normal capacity of 25. We have had to crowd them in to as high as 35 at times. The human element enters the picture. When cases are brought in, requiring immediate attention in order to safeguard lives, it is hardly possible to reject them even though we are already filled to capacity. In order to care for the demand, we should have a bed capacity of 75 for general and surgical cases. Even so, the ward would be filled at all times. In addition to requirement for greater capacity, more modern facilities should be provided. For instance, there should be an elevator in the building. The surgery is upstairs. Very sick patients must be carried on stretcher to the operating room up a winding stairway. This is not as it should be. We make the best out of a makeshift situation. But the proposition of new and modern facilities should be given careful consideration. I believe that investigation would reveal the fact that our work among the Indians of this territory has materially benefitted their condition, and that the large majority of our Indians appreciate the services rendered by the Tacoma Hospital for them.

I earnestly solicit the valuable assistance of the Office in consummating the purchase of the plant and the subsequent provision of more adequate hospitalization facilities.

Sincerely yours,


John N. Alley,
Superintendent.

Minutes of Puyallup Council. June 20, 1931.

Meeting is being held at U.S. Tacoma Hospital, 11:00 A.M., and chairman, Mr. Silas Cross, calls meeting to order.

Supt. August F. Duclos reads certified copy of minutes of last meeting which was held at above place, May 14, 1931. The aforesaid minutes proves satisfactory and stands as read.

Supt. Duclos reads itemized report on appraisement of Tacoma Hospital site. Mr. Jerry Meeker interprets said report in the Puyallup language. The total appraisement is \$228,525.

Chairman invites an open discussion among the Indians to either accept or reject appraisement, \$228,525.

Mr. Henry C. Sicade rises and speaks in favor of said appraisement; Mr. Joseph L. Young rises and speaks in favor of said appraisement; Mrs. Kate Brewer rises and speaks in favor of said appraisement; Mr. William Wilton rises and speaks on favor of said appraisement.

Mr. Jerry Meeker rises for point of information asking if Puyallup children will continue to receive medical treatment after sale of Hospital site becomes completed; Dr. John N. Alley answers that children of tribes in western States will receive medical treatment after sale of Hospital site becomes completed.

Mr. Silas Cross makes amendment to information asked by Mr. Meeker, asking if Puyallup Indians will be employed at this Hospital after sale of Hospital site becomes completed; Dr. Alley answers that they will be employed after completion of said sale.

Mr. Sicade rises for point of information asking if this Institution will continue as a hospital for Indians after sale of Hospital site becomes completed; Dr. Alley answers that this institution will

tinue as a hospital for Indians after sale of Hospital site becomes completed.

Mr. Frank Wrolson rises for point of information asking if the two separate lands which were recently appraised will be sold as one piece; one piece of land he thought would be eliminated from sale; Supt. Duclos answers that both pieces of land in question will be sold as one piece.

Chairman calls on other Indians to give his or her view regarding aforesaid appraisement, but each in turn refuses to do so.

General discussion arises on different ways of voting for or against accepting aforesaid appraisement. Finally the Indians agree to vote by using "standing votes".

There are 70 legal voters present.

Mr. James Young moves that voting for or against accepting aforesaid appraisement be postponed; Mr. William Arquette seconds. Discussion arises as to when postponement will take place. Voting takes place by "ayes and noes", but this way of voting is being objected to. "Standing vote" is now taking place.

For postponement, 21.

Against postponement, 42.

Mr. Meeker moves that we vote, right now, for or against accepting appraisement, \$228,525; Mr. Wilton seconds. "Standing vote" is taking place.

For accepting appraisement, 41.

Against accepting appraisement, 14.

Appraisement, \$228,525, is accepted by the Puyallup Tribe.

Minutes of Puyallup Council. June 20, 1931. Page 3.

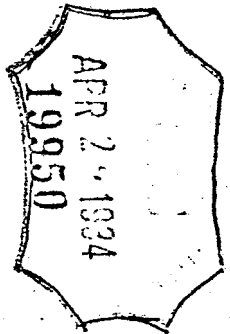
Mr. Wilton moves that we adjourn; Mr. Sicade seconds. The meeting adjourns.

Silas J. Meeker
Secretary of Council.

I hereby certify that I was present at the meeting of the Puyallup Tribal Council held on June 20, 1931, and that the minutes of this meeting are true and correct.

Aug. F. Duclos
Aug. F. Duclos, Superintendent & SDA.

Tacoma Indian Hospital
Tacoma, Washington
April 16, 1934



Hon. John Collier
Commissioner of Indian Affairs
Washington, D.C.

Dear Sir:

We, the duly authorized officers and delegates of the Puyallup Indian Tribe, wish to acknowledge receipt of your letter of March 28, 1934, in which is enclosed a copy of a letter addressed to the Hon. E. K. Wheeler, chairman, Committee on Indian Affairs, United States Senate, dated June 13, 1933.

We have read the two above communications and under the circumstances, now that you have fully explained the matter, we realize that due to the present financial situation and the fact that the Indians are receiving an annual rental for the property that S-1512 cannot be enacted at this time. We sincerely appreciate your interest in this matter and feel confident that when the proper time comes you will be only too glad to approve of this measure, urge its passage and see that the purchase of the hospital site is finally concluded.

In referring to the letter addressed to the Hon. E. K. Wheeler under date of June 13, 1933, we observe that Secretary of the Interior Ickes suggests that when the Bill is finally submitted to Congress that the following words be added to the Bill:

"But no transaction carried out under the terms of this Act shall operate to change the status of members of the Puyallup tribe as wards of the United States."

We are heartily in accord with the proposed wording and we understand by this that even though the Government does purchase the hospital for general hospitalization purposes this added clause would protect the members of the Puyallup tribe so that they too would be entitled to hospitalization at this institution, and the general benefits as Indians.

72042-07-311- DP 2
P. A. ...

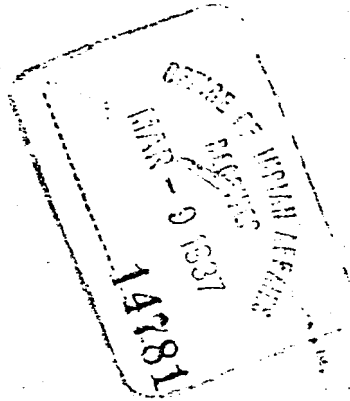
Silas Cross
Chairman
Silas F. Mather
William Davis

50

OFFICE OF INDIAN AFFAIRS

FIELD SERVICE

Tulalip Indian Agency,
Tulalip, Wash.
March 4, 1937.



Commissioner of Indian Affairs,

Washington, D. C.

Dear Sir:

Reference is made to office letter of February 27, 1937 relative to report on H. R. 4290.

I met with the Puyallup Council last night and discussed the bill and by unanimous vote the Council authorized me to make a favorable report on the measure.

As to the appraisal made in 1931, this ^{probably} property represents a fair value of the property at that time. Since 1931 permanent improvements of a nature that attach to the property have been made which increase its value very materially. A fill of five acres of swamp land facing the street making a very valuable and beautiful lawn has been accepted by the good management of the Superintendent, Dr. Alley, involves the moving of 400,000 yards of material which could not be done at commercial rates today for less than \$150,000.00. The heating plant of the institution has been renewed. A mile of steam tunnel constructed at a cost of some \$75,000.00; pavements have been widened and extended and sidewalks built worth more than \$10,000.00; landscaping, building of a pool, tennis courts and gardens are worth more than \$10,000.00 and the wonderful water gravity system from an enormous spring of pure water has had the main pipe line, which was wood at the time of former appraisal, replaced by cast iron pipe worth \$25,000.00; and thousands of dollars have been expended in repair and improvement of the other buildings, which are in a better state of repair today than they were in 1931. It is recognized that the Government, as lessee of the Puyallup Tribe has made all of these improvements and investments. However, permanent improvements which attach to the land made by a lessee become the regular property of the land owner. The site of the Tacoma Hospital is worth \$200,000.00 more to the Government than it was in 1931. It is recognized by the Puyallup Council that the water system mentioned above, as a unit, is worth \$150,000.00 is already the property of the Government and not the Tribe. This water system is tributary to this particular site and tract and is an asset of value to the tract. It is recognized by the Puyallup Council that the service rendered by the efficient and convenient Tacoma Hospital to the Puyallup Tribe is an item of great value to their people.

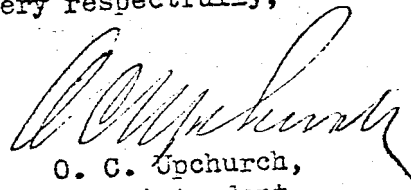
Commissioner of Indian Affairs. March 4, 1937. (Page 2)

They are willing after discussing all of these considerations to accept the former appraisement of \$228,525.00 as written in the bill and as stated above voted unanimously to authorize favorable report as it stands.

My only personal criticism of the measure is that it provides no protection for the indigent Puyallup Indian who, through sale of his allotment, either by himself, his parents or grandparents has no home and thus comes into the last of his tribal heritage in cash, a form of value which is easily dissipated. The majority, I feel confident, would not approve of any other disposition of the money. If all those who own homes might be paid in cash and all those who have no homes should be required to purchase homes with their twelve or fifteen hundred dollar payment, I would feel much happier about the sale. This, however, probably would not meet the approval of the majority of the Indians and that in the event the bill is passed in its present form, the best we can do is for the Council and the Superintendent to urge all of the homeless participants to use this last chance to acquire permanent residence.

I recommend, therefore, with the support of the Puyallup Council that the Office report favorably upon the bill as proposed. The Government is securing an excellent bargain in this wonderfully located and highly developed hospital site. Modernization of the buildings will make this one of the finest institutions in the country. It is already a show place for the city of Tacoma and for the Indian Service.

Very respectfully,


O. C. Upchurch,
Superintendent.

OCU:j

c.c. to Mr. Frank Wrolson
Tacoma, Wash.

Mr. Joseph McKay
Tacoma, Wash.

person in interest as to the facts incident to the injury or death of any employee, shall be void, and whoever, by threat, intimidation, order, rule, contract, regulation, or device whatsoever, shall attempt to prevent any person from furnishing voluntarily such information to a person in interest, or whoever discharges or otherwise disciplines or attempts to discipline any employee for furnishing voluntarily such information to a person in interest, shall, upon conviction thereof, be punished by a fine of not more than \$1,000 or imprisoned for not more than one year, or by both such fine and imprisonment, for each offense: *Provided*, That nothing herein contained shall be construed to void any contract, rule, or regulation with respect to any information contained in the files of the carrier, or other privileged or confidential reports.

Threats, intimidation, etc.

Penalty.

Proviso. Information in files of carrier, etc.

Saving clause.

"If any provision of this Act is declared unconstitutional or the applicability thereof to any person or circumstances is held invalid, the validity of the remainder of the Act and the applicability of such provision to other persons and circumstances shall not be affected thereby."

Approved, August 11, 1939.

[CHAPTER 686]

AN ACT

To change the designations of the Abraham Lincoln National Park, in the State of Kentucky, and the Fort McHenry National Park, in the State of Maryland.

August 11, 1939
[S. 2046]
[Public, No. 354]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Abraham Lincoln National Park, in the State of Kentucky, authorized by the Act of July 17, 1916 (39 Stat. 385), and the Fort McHenry National Park, in the State of Maryland, authorized by the Act of March 3, 1925 (43 Stat. 1109), shall hereafter be called and known as the "Abraham Lincoln National Historical Park", and the "Fort McHenry National Monument and Historic Shrine", respectively, and all moneys heretofore or hereafter appropriated for these areas under previous designations may be used in these areas as redesignated.

Abraham Lincoln National Park, Ky., and Fort McHenry National Park, Md.
39 Stat. 385; 43 Stat. 1109.
16 U. S. C. §§ 211-214, 437-440.
Designations changed.

Approved, August 11, 1939.

[CHAPTER 687]

AN ACT

To authorize acquisition of complete title to the Puyallup Indian Tribal School property at Tacoma, Washington, for Indian sanatorium purposes.

August 11, 1939
[S. 2141]
[Public, No. 354]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he is hereby, authorized to acquire, from the Puyallup Tribe of Indians of Washington, for Indian sanatorium purposes, tracts numbered 6 and 7, containing thirty-eight and fifty one-hundredths acres, including all tribal-owned improvements thereon, of the Indian addition to the city of Tacoma, Washington, established under the Act of March 3, 1893 (27 Stat. 633); title to be conveyed to the United States by such tribal officials as the Puyallup Tribal Council shall authorize by resolution and by such form of relinquishment or deed as the Secretary of the Interior may designate.

Puyallup Indians, Wash.
Acquisition of land thereon, for Indian sanatorium purposes.

27 Stat. 633.
Conveyance of title.

SEC. 2. In order to carry out the provisions of section 1 hereof there is hereby authorized to be appropriated, out of any money in the Treasury of the United States not otherwise appropriated, the

Appropriation authorized.

1406

Distribution to members of tribe.

Protes. Acceptance an est. Establishment of interest.

Payment not a bar to hospitalization, etc.

sum of \$228,525, which sum shall be distributed by the Secretary of the Interior in equal shares to the members of the Puyallup Indian Tribe, determined in accordance with the constitution and bylaws of the tribe approved May 13, 1936, as of the date of the passage of this Act, under such rules and regulations as he may prescribe: *Provided*, That acceptance by each individual, or by his or her natural or legal guardian or heirs, of the pro rata share of the amount hereby authorized to be appropriated shall be recognized as completely extinguishing any and all right or interest such member of the tribe might have had in said property.

Sec. 3. The fulfillment of the provisions of section 2 hereof shall not bar the hospitalization of or medical attention to members of the Puyallup Tribe at the Indian sanatorium referred to in section 1.

Approved, August 11, 1939.

[CHAPTER 688]

AN ACT

To provide for a national census of housing.

August 11, 1939 [S. 2219] [Public, No. 355]

National census of housing. Director of the Census to conduct, in 1940, as part of population inquiry.

Collection of supplementary statistics.

Application of existing provisions, etc.

46 Stat. 21. 13 U. S. C. ch. 4.

Appropriation authorized.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That to provide information concerning the number, characteristics (including utilities and equipment), and geographical distribution of dwelling structures and dwelling units in the United States the Director of the Census shall take a census of housing in each State, the District of Columbia, Hawaii, Puerto Rico, the Virgin Islands, and Alaska in the year 1940 in conjunction with, at the same time, and as a part of the population inquiry of the sixteenth decennial census. The Director of the Census shall be authorized to collect such supplementary statistics (either in advance of or after the taking of such census) as are necessary to the completion thereof.

Sec. 2. All of the provisions, including penalties, of the Act providing for the fifteenth and subsequent decennial censuses approved June 18, 1929 (46 Stat. 21; U. S. C., Supp. VII, title ch. 4), shall apply to the taking of the census provided for in section 1 of this Act.

Sec. 3. For the purpose of carrying out the provisions of this Act, there is authorized to be appropriated, out of any money in the Treasury not otherwise appropriated, not to exceed \$8,000,000 to cover the estimated cost of such census.

Approved, August 11, 1939.

[CHAPTER 689]

AN ACT

To amend subsection (n), section 77, of the Bankruptcy Act, as amended, concerning payment of preferred claims.

August 11, 1939 [S. 2651] [Public, No. 356]

Bankruptcy Act of 1898, amendment. 49 Stat. 923. 11 U. S. C., Supp. IV, § 205 (n). Reorganization of railroad corporations. Claims for personal injuries to employees, etc.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the first sentence of section 77, subsection (n), of the Bankruptcy Act, as amended, be further amended to read as follows:

“(n) In proceedings under this section, and in equity receiverships of railroad corporations now or hereafter pending in any court of the United States, claims for personal injuries to employees of a railroad corporation, claims of personal representatives of deceased employees of a railroad corporation, arising under State or Federal laws, and claims now or hereafter payable by sureties upon bonds

seeds, appetities without railroad corporation shall be preferred as preferred. Approved

[CHAPTER 688]

To facilitate naturalization and critical

Be it enacted by the United States of America in Congress assembled, That the advice of the exchange United States by the Commission critical information is authorized in exchange of purpose of Navy, and agency of which matter such in the Commission conditions convey, transmittal of materials, The Commission transfer a New Cotton, to regard for features of corporation In determining where the King of a tree of the critical in other of the trans h le prove the up



...and has been leased by the Indians for sanatorium purposes. Tract No. 6, unimproved, was appraised at \$1,000 per acre, or \$7,750. In addition thereto there was included the value of 55 front lots, 30 feet wide, at \$500 each, or \$27,500, making a total appraisal of \$35,250. The 30.72 acres comprising tract No. 7 were appraised at \$1,500 per acre, or \$45,080, including water tank and main, hydrants, steam and sewer lines. In this tract there was also included the value of 45 front lots, 25 feet wide, at \$500 each, or \$22,500, making a total appraisal of \$68,500 on tract No. 7, exclusive of the value of any buildings. This tract also contains 31 buildings erected between 1874 and 1910, with tribal funds, at a cost of \$170,258. These buildings were appraised at \$124,600. The total value of the land, buildings, and improvements comprising tract No. 7 was \$193,240.

For the reasons hereinafter set forth I recommend that the bill, if amended as suggested below, receive favorable consideration. In 1931 the Indians expressed a desire to sell to the Government. Under instructions issued by this Department on March 31 of that year a Board of Appraisers was formed and the property appraised. The entire value of the land and improvements was \$228,530, which is the amount mentioned in the bill. The Superintendent reports that the property at the present time is worth \$200,000 more to the Government than in 1931. The Indians on March 3, 1937, expressed a willingness to accept the amount set out in the bill.

This is the largest medical unit in the entire Indian Service. The plant was erected for boarding-school purposes and was so used for many years. Following the World War the plant was leased to the Veterans' Administration for hospital purposes and was used by it until 1929, when the property was relinquished to the Indian Service for hospital purposes. Practically all of the buildings are of frame construction; the facilities are below the minimum standards for satisfactory medical services; some of the buildings are structurally unsafe; and there is daily danger of fire. A fire starting in one of these flimsy frame structures could soon get beyond control and completely destroy the entire plant. Loss of life could hardly be avoided. The institution has 233 beds and for the fiscal year 1936 carried an average of 244.6 patients daily. While some patients can be classed as ambulant or semiambulant, there are many who are bedridden. All of the patients could not be carried to safety in the event of a fire. This condition has led us to consider the replacement of the existing plant with modern fireproof or semi-fireproof structures. No funds have been obtained for this work, but field studies have been made and we are ready to begin the preparation of preliminary plans. Before proceeding with the rebuilding program, the Indian title to the property should be extinguished.

In view of the fact that the Puyallup Tribe is now organized under a tribal constitution and bylaws approved by the Secretary of the Interior on May 13, 1936, which, among other things, provides for a tribal council with authority to act in the disposition of tribal lands and establishes the present membership of the tribe, it is proposed that the following two amendments be made in the bill:

(1) After the words "to the United States by such" in line 10 of page 1 of the bill, strike out all of the words to the end of the section and substitute the following: "tribal officials as the Puyallup Tribal Council shall authorize by resolution and by such form of relinquishment or deed as the Secretary of the Interior may designate."

(2) Strike out all the words beginning "to the three hundred and forty members" on line 8 of the bill through the date "May 12, 1930" on line 10 and substitute the following words: "to the members of the Puyallup Indian Tribe, determined in accordance with the constitution and bylaws of the tribe approved May 13, 1936, as of the date of the passage of this Act."

The tribal constitution adopts the roll approved on May 12, 1930, as the basis of membership, but brings the membership of the tribe up to date by recognizing as members the living persons on that roll and by providing for the membership of children born since that date.

In addition to the foregoing amendments the year 1880 shown in line 9, page 1, of the bill should be changed to 1893.

Additional facts concerning the property which it is proposed to purchase are set out in the attached memorandum.

The Director of the Bureau of the Budget has advised me that there would be no objection to the submission of this report to the committee.

Sincerely yours,
E. K. BOWLEY,
Acting Secretary of the Interior.

MEMORANDUM OF INFORMATION RELATING TO A BILL TO AUTHORIZE ACQUISITION OF COMPLETE TITLE TO THE PUYALLUP INDIAN TRIBAL SCHOOL PROPERTY AT TACOMA, WASH., FOR INDIAN SANATORIUM PURPOSES

The property as embraced in S. 2141 contains 36.60 acres of land, identified as tract No. 6, containing 7.78 acres, and tract No. 7, containing 30.72 acres. It is part of the Puyallup Indian tribal lands that were embraced in the Indian addition to the City of Tacoma, Wash., under the act of March 3, 1893 (27 Stat. 633).

...and has been leased by the Indians for sanatorium purposes. Tract No. 6, unimproved, was appraised at \$1,000 per acre, or \$7,750. In addition thereto there was included the value of 55 front lots, 30 feet wide, at \$500 each, or \$27,500, making a total appraisal of \$35,250. The 30.72 acres comprising tract No. 7 were appraised at \$1,500 per acre, or \$45,080, including water tank and main, hydrants, steam and sewer lines. In this tract there was also included the value of 45 front lots, 25 feet wide, at \$500 each, or \$22,500, making a total appraisal of \$68,500 on tract No. 7, exclusive of the value of any buildings. This tract also contains 31 buildings erected between 1874 and 1910, with tribal funds, at a cost of \$170,258. These buildings were appraised at \$124,600. The total value of the land, buildings, and improvements comprising tract No. 7 was \$193,240. Title is to be conveyed to the United States by such form of relinquishment as may be found necessary completely to extinguish the interests of the Indians. The annual rental for Indian sanatorium purposes is \$9,000, plus the early premium of fire insurance, amounting to \$965. Since the property was taken over by the Indian Service on July 1, 1929, \$27,500 of Government funds have been used in making repairs, rehabilitating the heating system, and improving the water supply. Also, the sum of \$21,275 was expended by the Government in erecting 10 buildings on tract No. 7 between the years 1874 and 1930. The Government has more than \$131,000 invested in the property in the form of buildings and improvements. In addition to the improvements mentioned above, and since the appraisal in 1931, many other improvements of a permanent nature, which greatly enhance the value of the property, have been made. Five acres of swampland facing the street have been filled in, involving the moving of 400,000 yards of material which could be done at commercial rates today for less than \$150,000. Pavements have been widened and extended and sidewalks built; also, a pool has been constructed and tennis courts and gardens laid out. The annual appropriation for maintenance and operation of the hospital was \$100,000 for the fiscal year 1930, \$150,000 for 1931, \$200,000 for 1932 and a like amount for 1933, \$192,150 for 1934, \$188,910 for 1935, \$200,000 for 1936, \$204,000 for 1937, and \$210,000 for 1938. The demand for hospitalization is greater than the present capacity of the institution. If the property were purchased by the Government, it would practically close out the tribal property affairs of these Indians, and as the hospital is being operated for the benefit of the Indians generally, the purchase should be made.

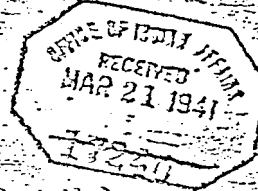
From Senate
76th Congress
Miscellaneous Reports
1st Session, 1939

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vol. 663 page 643

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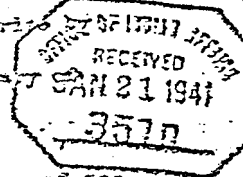
DEED



WHEREAS, there has been reserved from allotment certain tribal Indian land, hereinafter described, belonging to the Puyallup Indian Tribe upon which the Tacoma Indian Sanatorium is located; and

WHEREAS, Section one of The Act of Congress approved August 11, 1939 (53 Stat. 1405) authorizes the Secretary of the Interior "to acquire from the Puyallup Tribe of Indians of Washington, for Indian Sanatorium purposes, tracts numbered 6 and 7, containing thirty-eight and fifty one hundredths acres, including all tribal-owned improvements thereon, of the Indian Addition to the City of Tacoma, Washington, established under the Act of March 3, 1895 (27 Stat. 533); title to be conveyed to the United States

by such tribal officials as the Puyallup Tribal Council shall authorize by resolution and by such form of relinquishment or deed as the Secretary of the Interior may designate"; and



WHEREAS, Pursuant to authorization contained in Section two of the said Act of August 11, 1939, Congress, by an item contained in the Interior Department Appropriation Act for the fiscal year 1941, approved June 13, 1940 (Public No. 640—76th Congress—3rd Session), has appropriated the amount of \$223,525, to compensate the Puyallup Tribe for the relinquishment of said property; and

WHEREAS, On July 30, 1940 the Puyallup Tribal Council passed a resolution authorizing the Puyallup Tribal Council of five elected members to execute a deed of conveyance to the United States government.

NOW, WHEREFORE, We, the Undersigned five elected members of the Puyallup Tribal Council, do hereby relinquish, convey and quitclaim to the United States of America, its successors and assigns, all right, title and interest of the Puyallup Tribe of Indians of Washington in and to the following

UNRECORDED TRUE COPY

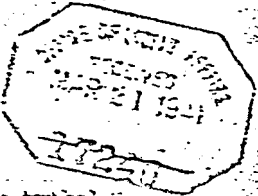
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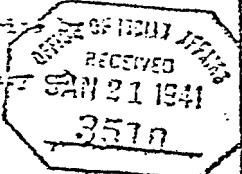


described land, viz: Tract numbered 6 and 7, of the Indian Addition to the City of Tacoma, Washington, established under the act of March 3, 1855 (27 Stat. 633), containing thirty-eight and fifty one hundredths acres, including all tribal-owned improvements thereon.

BY INSTRUMENT WHEREOF, We, Joseph McKay, Sally Sinada, Frank Krolson, Ruth Deany, Francis Andrews, the five elected members of the Puyallup Tribal Council, have hereunto set our hands and seals this 28th day of October, 1940.

Puyallup Tribal Council

Joseph McKay
Sally Sinada
Frank Krolson
Ruth Deany
Francis Andrews



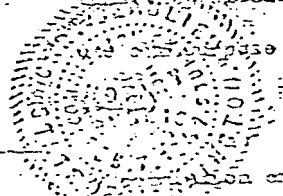
STATE OF WASHINGTON)
COUNTY OF PIERCE) SS

On this 28 day of October, A. D. 1940, personally appeared before me, C. R. Beaulieu, a notary public,

Joseph McKay, Sally Sinada, Frank Krolson,
Ruth Deany, Francis Andrews, the five elected members of

the Puyallup Tribal Council, known to me to be the persons and officers described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

C. R. Beaulieu
Notary Public



C. R. BEAULIEU
Notary Public in and for
the State of Washington

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*Joseph Dudley's Indian Agent
J. Dudley, Com.*

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CERTIFIED TRUE COPY
James E. Dault
James E. Dault
CERTIFYING OFFICER



DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

PUBLIC HEALTH SERVICE

WASHINGTON 25, D. C.

Reference:

April 30, 1959

Dear Senator Magnuson:

This will reply to your letter of April 9 enclosing a letter written by Martin J. Sampson as Chairman of the Swinomish Indian Tribal Council, and to your letter of April 9 enclosing a letter which Mr. Sampson wrote as Chairman of the Inter-State Tribal Council's Health Committee. The correspondence from Mr. Sampson requests the Public Health Service to convert the Tacoma Indian Hospital, now a tuberculosis sanatorium, to a general medical and surgical facility.

The tuberculous patient load at this facility continues to decline. Many of the patients now at the Tacoma Hospital are from Alaska and Montana. Planning is proceeding for the discharge to their homes of these patients upon completion of their treatment. Since beds now are available locally for the treatment of tuberculous patients in Alaska and Montana, no patients are being admitted to the Tacoma Hospital from these two States. The continued decline of the patient load has reduced the requirement for personnel at this hospital. As individual employees resign, replacements are not necessary. Several surplus employees have accepted transfers to other Public Health Service Indian Hospitals.

We have given careful consideration to the conversion of this hospital to a general hospital, and have concluded that this is not practical or desirable. One of our long-range objectives for the improvement of Indian health is the encouragement of Indians to use local community facilities. Based on our experience, the requirements to be met, and our efforts to provide high quality services, we believe that the use of local community facilities is the answer to the problems of general medical and surgical care to Indians in the Northwest.

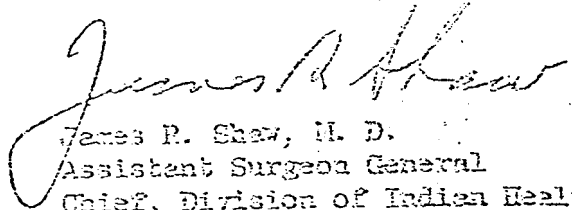
Our present handling of authorizations for local medical care will be reviewed in light of Mr. Sampson's criticisms of our methods.

We appreciate the concern shown by the Inter-State Tribal Council's Health Committee, the various tribal councils, and the other Indian groups in Washington for adequate medical care for Indians. We hope that they will realize that the declining need for a tuberculosis sanatorium is evidence of the progress made in controlling a serious health problem.

Officials of our Portland Area Office are ready to meet at any time with representatives of these groups to discuss medical and hospital care.

The correspondence which you forwarded with your letters of April 9 is enclosed.

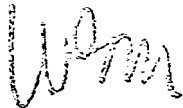
Sincerely yours,


James R. Shaw, M. D.
Assistant Surgeon General
Chief, Division of Indian Health

Hon. Warren G. Magnuson
United States Senate
Washington 25, D. C.

Dear Mr. Sampson:

Am sorry to note that the Department is so adamant about this matter.
Kind regards.



WARREN G. MAGNUSON, U.S.S.



~~CONFIDENTIAL~~
QUITCLAIM DEED

THIS INSTRUMENT, made as of this 1st day of July, 1961 between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare (herein called the Secretary), acting by and through the Regional Director for Region II of the Department of Health, Education, and Welfare (herein called the Department), under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, GRANTER, and the STATE OF WASHINGTON, acting by and through the Director of the Department of Institutions, under and pursuant to the powers and authority contained in Chapter 277, Washington Laws of 1959 (Revised Code of Washington, Chapter 72.18, GRANTEE,

EXCISE TAX EXEMPT DATE 7-28-61
L. R. Johnson, Pierce Co. Treasurer

WITNESSETH:

By: George E. Eide Deputy

The said GRANTEE, in consideration of the reservations, conditions, covenants and restrictions hereinafter set forth and the agreement of the said GRANTEE faithfully to observe and perform the same, and of other good and valuable considerations, receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and QUIT-CLAIM unto the said GRANTEE, its successors and assigns, all of the right, title, interest, property and estate of the said GRANTEE in or to the real property situate in Pierce County, State of Washington, particularly described as follows:

Land:

Tract 7 of the NE 1/4 of Section 10 and Section 11, Township 20, Range 3E, of the Indian Addition to the City of Tacoma, excepting therefrom all that portion of Tract 7 described as follows:

Beginning at the Northwest corner of said Tract 7; thence South 9° 02' 27" East, along the Westerly boundary of said Tract 7, a distance of 224.19 feet; thence North 62° 52' 45" East, a distance of 493.54 feet, more or less, to a point on the Northerly boundary of said Tract 7 which is also the Southerly boundary of South 28th Street; thence South 89° 34' 00" West, along said Northerly boundary, 474.52 feet, more or less, to the point of beginning; together with all rights of ingress and egress (including all existing, future or

potential easements of access, light, view and air to, from and between Primary State Highway No. 1, Tacoma, East "T" Street to East Corporate limits, and the remainder of said Tract 7.

Containing approximately 30.1 acres.

Improvements:

All of the following improvements on the above-described land:

<u>Holding Agency Bldg. No.</u>	<u>General Description</u>	<u>Dimensions</u>
1.	Hospital, brick constr., concrete foundation; linoleum, terrazzo asphalt tile, quarry tile, and ceramic tile floors, part bsmt. Exterior walls-brick, interior walls-plastered, roof-asphalt saturated built-up. Heat source-steam boilers (oil). Hot water-3 tanks-3 boilers (oil). Constr. 1942--good condition	Main Bldg. 54'9" x 223'9" Wings: 2-38'9" x 80'0" and 1-54'9" x 80'0"
2.	Nurses' Home, unfurnished, brick constr., concrete foundation, full bsmt.; linoleum, quarry tile, and ceramic tile floors; roof, built-up composition. Exterior walls-brick-wood trim; interior walls-plastered. Heat source--steam boiler (oil). Hot water--from boiler-420 gal. tank. Construction 1942--good condition	Main Bldg. 34'0" x 22'0" Wings: 2-20'6" x 33'6" and 1-6'8" x 39'2"
4.	Commissary, brick constr., concrete foundation & floors. Exterior walls, brick & wood trim; interior walls-hollow tile; roof-asphalt built-up Heat-oil furnace Shelving not included. Constr. 1942--good condition	
5.	Storage-implament, brick constr. concrete foundation, Exterior walls-brick; Concrete floor. Roof-3 tab-210 lb. composition shingles. Constr. 1930-remodeled 1942--condition-fair	Main bldg. 20'0" x 80'0" Wings 1'6" x 16'0"
6.	Transformer house, brick constr., concrete foundation, concrete floor, roof-reinforced concrete. Exterior and interior walls-brick Constr. 1942--good condition	Main bldg. 14'4" x 16'4" Wing: 1'4" x 6'0"
7.	Laundry and shops, brick constr., part bsmt., concrete foundation and floors. (4-stall garage), Exterior walls-brick; interior walls-tile & concrete. Roof-asphalt built-up. Heat source-coiling type unit heater (oil). Water heater-two boilers (oil). Constr. 1942--good condition	Main bldg. 35'0" x 86'0" Wings: 2-15'0" x 30'10" 1-25'0" x 42'0"

Holding Agency Bldg. No.	General Description	Dimensions
8.	Garage - 4 stall, frame constr., concrete foundation and floor. Exterior walls - lap siding; interior walls - 1 x 4 fir - Constr. 1932	20'0" x 50'0"
9.	Residence--4 bedrooms, 2 baths; frame construction, concrete & brick foundation, wood floors, composition shingles, wood siding. Interior walls-plastered & wood trim. Heat source-steam heat (oil). Hot water-domestic electric water heater. Constr. 1898--fair condition	Main bldg. 30'0" x 44'0" Wings: 6'0" x 16'0" & 3'6" x 9'0" Porch 9'0" x 28'0"
10.	Residence--4 bedrooms, 2 baths Multiplex (2 bedrooms & bath ea. apt.) frame constr. concrete foundation, wood siding; roof-wood shingles; Interior walls-plastered-wood trim, wood floors. Heat source-hot water (oil); Water heater-domestic electric water heater. Constr. 1915-good cond.	Main bldg. 34'0" x 39'0" Wings: 16'8" x 33'0"; 8'0" x 17'6"; 11'0" x 34'0" Porch; 10'0" x 53'6"
11.	Residence, brick constr.; 4-bedrooms, 2 baths, part bsmt. concrete foundation, oak & linoleum covered floors. Roof-asbestos shingles. Exterior walls--brick-wood trim; interior walls-plastered-wood trim. Heat source - hot water boiler (oil). Water heater-storage tank-indirect from boiler. Attached garage. Constr. 1942--good condition.	Main bldg. 25'0" x 47'6" Wings: 12'0" x 18'10" 10'10" x 21' 10" Porch: 4'6" x 12'4"
12.	Residence, frame constr.; 3-bedrooms, 2 baths, concrete foundation, oak & fir floors. Roof-composition shingles Exterior walls-wood siding; interior walls-plastered-wood trim; heat source-steam(oil); water heater-domestic electric water heater. Constr. 1879 - remodeled 1942--good condition	Main bldg. 18'6" x 30'6" Wings: 16'6" x 11'6" x 16'6", 12'0" x 16'6", 12'0" x 26'0"
13.	Residence & storage (Multiplex) 4-1 bedroom and 1-2 bedroom apts., frame constr., concrete foundation, fir floors. Roof-105 lb. mineral felt paper. Exterior walls-wood siding; Interior walls-plastered. Heat source-oil heat. Constr. 1909--poor condition	Main bldg. 32'0" x 90'6" Wings: 12'0" x 58'0"
14.	Residence-attendants home-apt.(7-bdrms. 1 apt.), brick constr., oak, linoleum, & ceramic tile floors, part bsmt., concrete foundation, roof-asphalt built-up; Exterior walls-brick-wood trim; Interior walls-plastered-wood trim. Heat source-hot water boiler(oil); Hot water-range boiler 80 gal. tank(oil). Constr. 1942--good condition	Main bldg. 34'0" x 54'5" Wings: 15'0" x 27'0" 2'0" x 9'9"

<u>Holding Agency Bldg. No.</u>	<u>General Description</u>	<u>Dimensions</u>
15.	Residence, frame constr.(2-bedrooms, (bath) brick veneer, full bsmt. concrete foundation, oak, tile, & linoleum floors. Roof-asbestos shingles Exterior walls-brick-wood trim; Interior walls-plastered-wood trim Heat source-hot water boiler (oil), hot water-storage tank-indirect from boiler. Constr. 1942--good condition	Main bldg. 21'0"x27'6" Porch: 4'0"x9'0"
16.	Garage, 5-stall, concrete foundation brick constr., Roof-asphalt built-up, Interior-Exterior walls-brick. Concrete floor. Constr. 1942--Good condition	
17.	Garage, 1-stall, concrete foundation frame constr.; roof-3-tab composition asphalt shingles, concrete floor. Constr. approx. 1903--fair condition	14'0" x 24'0"
18.	Garage, 1-stall, concrete foundation, frame constr. Roof-composition shingles concrete floor. Constr. 1913--fair condition	12'0" x 23'0"
19.	Tennis court, concrete--2 courts Constr. 1933--condition, poor - Backstops -	60'0" x 100'0" 120'0"x120'0"
20.	Oilhouse(gas pump), frame constr. no foundation, wood floor. Ext. walls-none. Constr. 1928--fair condition	5'0"x8'0"
22.	Water tank and tower, steel 33,000 gal. cap., 75' height constr. 1910	
23.	Garage, 2-stall, frame constr., concrete foundation, floor: roof-composition shingles Exterior walls - cedar siding. Constr. 1953--good condition	20'x20'
24.	Garage--9-stall Roof-roll roofing; exterior walls-wood-siding; back foundation-concrete wall, part concrete floor. Constr. approx. 1951--fair condition	20' x 100'
	Sewer system	
	Telephone System	
	Underground electric & street lighting system	
	Water System	
	Fence, gates & entrance way	
	Streets and driveways	

EXCEPTING AND RESERVING to the UNITED STATES OF AMERICA, the GRANTOR herein, its successors or assigns, wholly separate from, in addition to and without limitation upon any and all other rights herein excepted or reserved to, or conferred upon, it or them, the absolute right, at its or their option, to be exercised at any time during the period of twenty (20) years from the date of this deed, to revert to the UNITED STATES OF AMERICA, its successors or assigns, all right, title and interest in or to any and all minerals, including all oil, gas or other hydrocarbon substances, in or under the above-described property, together with the right to take and recover possession of said minerals and to enter upon said property for the purpose of exploring for, mining, drilling for, extracting, producing, transporting or marketing the same or any thereof in any manner not inconsistent with the health and educational use for which said property is hereby conveyed; PROVIDED, that the GRANTEE covenants and agrees, for itself, its successors and assigns, which covenants shall attach to and run with the property hereby conveyed, that upon any exercise of the above-mentioned right and option to revert said minerals, or any thereof, the GRANTEE, its successors and assigns, and each of them, will execute and deliver to the GRANTOR, its successors or assigns, any and all instruments determined by it or them to be necessary to effect and to perfect of record, according to the law the place where the same are situate, any such reverter to the GRANTOR, its successors and assigns, of said minerals and the rights to take and recover possession thereof and to enter upon said property for the purpose of exploring for, mining, drilling for, extracting, producing, transporting or marketing the same in any manner not inconsistent with the health and educational use for which said property is hereby conveyed; PROVIDED FURTHER, that in the event the said GRANTOR, UNITED STATES OF AMERICA, its successors or assigns, shall fail to exercise the aforesaid right and option to revert title to said minerals within twenty (20) years from the date of this deed, then all rights excepted and reserved to the UNITED STATES OF AMERICA, its

successors or assigns, under the provisions of this paragraph, shall, as of that date, terminate and be extinguished.

SUBJECT TO all easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever in law as well as in equity of the said GRANTOR, of, in or to the foregoing-described premises, for every part and parcel thereof, except as hereinafter otherwise expressly provided and except as the same or any thereof are hereinafter reserved, conditioned, limited or restricted.

TO HAVE AND TO HOLD the foregoing-described property, together with the appurtenances, unto the said GRANTEE, its successors and assigns and each of them, PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the said GRANTEE, its successors or assigns, and each of them, as follows:

1. That for a period of twenty (20) years from the date of this deed the above-described property herein conveyed shall be utilized continuously for public health and educational purposes in accordance with the proposed program and plan as set forth in the Application of the GRANTEE dated March 29, 1960, including the Letter of Intent of the GRANTEE dated June 20, 1960, and including also certain letters amendatory thereof and supplemental thereto, viz., those certain letters from the GRANTEE to the Department dated April 26, 1960, May 26, 1960, June 22, 1960, July 19, 1960, August 5, 1960, that certain letter from the Governor of the State of Washington to the Department dated June 3, 1960,

- and that certain letter dated May 5, 1961, and each and all of the letters, maps, drawings, documents and other papers transmitted with or referred to in any of the foregoing, and for no other purpose.
2. That during the aforesaid period of twenty (20) years the said GRANTEE will resell, lease, mortgage, or encumber, or otherwise dispose of the above-described property or any part thereof or interest therein only as the Secretary, or his successor in function, in accordance with the applicable regulations, may authorize in writing.
 3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless the Secretary, or his successor in function, otherwise directs, the GRANTEE will file with the Department, or its successor in function, reports on the operation and maintenance of the above-described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above-identified application.

In the event of a breach of any of the conditions set forth above whether caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, all right, title and interest in and to the above-described property shall, at the option of the GRANTOR, revert to and become the property of the UNITED STATES OF AMERICA, which, in addition to all other remedies for such breach, shall have an immediate right of entry thereon, and the said GRANTEE, its successors or assigns, shall forfeit all right, title, and interest in and to the above-described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary, or his successor in function, to insist in any one or more instances upon

complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the said GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions set forth above together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event title to the above-described premises is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily reconveyed in lieu of reverter, the said GRANTEE, its successors and assigns, at the option of the Secretary, or his successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above-described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the said GRANTEE to adapt the property to the health and educational use for which the property was acquired. The UNITED STATES OF AMERICA shall in addition thereto, be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of the noncompliance.

The said GRANTEE may secure abrogation of the conditions numbered 1, 2 and 3 herein by:

- a. Obtaining the consent of the Secretary, or his successor in function; and
- b. Payment to the UNITED STATES OF AMERICA of the public benefit allowance granted to the said GRANTEE of one hundred (100) per cent from the current market value of Eight Hundred Sixty Thousand Dollars and No Cents (\$860,000.00) less a credit at the rate of five (5)

per cent of said public benefit allowance for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above-identified application.

The GRANTEE, by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby, or any part or interest therein, is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in the above-identified program and plan without the consent of the Secretary, or his successor in function, all rents, royalties, revenues, receipts, or the reasonable value, as determined by the Secretary, or his successor in function, of any other benefits to the GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, or use shall be considered to have been received and held in trust by the GRANTEE for the GRANTOR and shall be subject to the direction and control of the Secretary, or his successor in function.

The GRANTEE, by the acceptance of this deed, covenants and agrees for itself, its successors or assigns, that at all times during the period that title to said property is vested in the GRANTEE subject to conditions 1, 2 or 3 hereinbefore set forth (except for any period during which the GRANTOR exercises the right to repossess, control and use the same as provided in the next succeeding paragraph hereof) the GRANTEE shall at its own sole cost and expense keep and maintain any improvements, including all buildings, structures and equipment, at any time situate upon said property, in good order, condition and repair, free from any waste; and in the event any of the same shall need repair, or shall become lost, damaged or destroyed by any cause other than ordinary wear and tear, acts of God or alterations or conversions made by the GRANTEE to adapt the property to the use for which it was acquired, the GRANTEE will promptly repair such improvements and restore the same to their former condition. If the GRANTEE, its successors or

assigns, shall cause any of said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period GRANTEE holds title to said property subject to said conditions 1, 2 and 3, said insurance and all moneys payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition, or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance.

The said GRANTEE, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the GRANTEE, such use may be either exclusive or nonexclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use nonexclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the said GRANTEE without Government aid and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Health, Education,
and Welfare, GRANTOR

By *F. W. Hunter*
Regional Director, Region IX
Department of Health, Education,
and Welfare

STATE OF WASHINGTON, GRANTEE

By *Garrett Heyns*
Garrett Heyns, Director,
Department of Institutions,
State of Washington

Approved as to Form Only

5.27 July 1961
JAMES C. WELLS
Notary Public

By *James C. Wells*
Notary Public

STATE OF CALIFORNIA
City and County of San Francisco } ss

On this 13 day of July, 1961

before me, *E. A. Shaw*, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared F. W. HUNTER, known to me to be the Regional Director for Region IX, Department of Health, Education, and Welfare, and known to me to be the person who executed the within instrument on behalf of the Secretary of Health, Education, and Welfare for the United States of America and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the Secretary of Health, Education, and Welfare on behalf of the United States of America, and further that the United States of America executed the said instrument.

Witness my hand and official seal.



E. A. Shaw
Notary Public in and for the City
and County of San Francisco,
State of California.

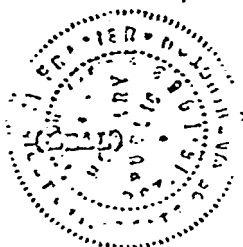
My commission expires:

STATE OF WASHINGTON
County of Thurston } ss

On this 10th day of July, 1961

before me, *Maurice M. Taylor*, a Notary Public in and for the County of Thurston, State of Washington, personally appeared GARRETT HEYNS, known to me to be the Director of the Department of Institutions of the State of Washington, and known to me to be the person who executed the within instrument on behalf of said State of Washington and acknowledged to me that he executed the same as the free act and deed of said State of Washington.

Witness my hand and official seal.



Maurice M. Taylor
Notary Public in and for the
County of Thurston, State of
Washington

My commission expires: 10/16/63



MAY 13 1975

STATE OF WASHINGTON

OFFICE OF THE GOVERNOR

OLYMPIA

DANIEL J. EVANS
GOVERNOR

May 7, 1975

The Honorable Floyd Hicks
United States Representative
1203 Longworth House Office Building
Washington, D. C. 20515

Dear Floyd:

It is the policy of the State of Washington to develop a more systematic community level diagnostic and treatment planning program for juvenile offenders. Specifically, this would involve the closure within eighteen to twenty-four months of the present facility at the Cascadia Diagnostic and Treatment Center. If the state were fully reimbursed for its investment in Cascadia, it would have no objections to its transfer to the United States to be held in trust for Indian use.

While the state supports the transfer, I believe full responsibility for the funding and operation of the new facility, outside of those areas where the state would provide funds under contract, should be accepted by the responsible federal agencies, which include the Bureau of Indian Affairs and the Indian Health Service. It would be tragic if the high hopes which are envisioned by such a transfer were destroyed because of inadequate management or funding. Furthermore, in any planning for the use of the new facility I believe all Indian constituencies need to be consulted and involved.

The proposals for the use of Cascadia are exciting and innovative. The state administration is agreeable to transfer the property given adequate compensation and anxious to work with Indian people and the appropriate federal agencies on plans for the future.

Sincerely,

Daniel J. Evans
Governor

DJE:akm

11-30-25
11-30-25

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DEPARTMENT OF THE INTERIOR
INDIAN FIELD SERVICE

Tacoma Hospital,
Tacoma, Washington.

G. J. Reynolds
Commissioner
June 30 1923

My dear Mr. Johnson:

Receipt is acknowledged of your letter of November 16 with which you inclosed a petition sent by a number of Indians of the Puyallup Tribe concerning the Tacoma Hospital, and their desire that the Government purchase the institution outright.

In this connection you are advised that some time ago these Indians in council agreed upon the payment of a rental of \$9,000 per year, in addition to the necessary expense of insurance for this property, and at the present time this arrangement is in force. It was thought that this would be a fair rental, commencing with the fiscal year 1931, inasmuch as the repairs and improvements that were being made upon the institution in the latter part of the fiscal year 1929 and during the fiscal year 1930 would be sufficient compensation for rental during that period. However, beginning with the fiscal year 1931, the rental that the Indians themselves agreed upon will be paid to them for this property. If it becomes apparent later that it is more desirable to purchase the property, full consideration will be given to the request that has been presented in this petition.

SEE NEW APPRAISAL
JUNE 30
1931

The petition is returned herewith in accordance with your request.

Sincerely yours,

(Signed) G. J. Reynolds
Commissioner.

11-30-25

Hon. Albert Johnson,
House of Representatives.



March 10, 1975

Ms. Ramona Bennett, Chairwoman
Puyallup Tribe of Indians
519 East 28th
Tacoma, WA 98421

Dear Ms. Bennett:

Elliot Marks in Governor Evans' office asked me to determine the state's capital investment in the Juvenile Rehabilitation Center at Cascadia.

After a review of this matter with our capital programs and facilities management staffs, it appears that the state's investment in capital improvements at Cascadia is \$1,719,000. The details of those expenditures are explained in the enclosed attachments.

I hope this information will prove helpful to you. If you have any questions concerning this particular aspect of the Cascadia situation, I would appreciate if it you would let me know.

Sincerely,


Barry L. Van Larc

cc: Charles Morris
Milton Burdman
Elliot Marks
Maurice Harmon
Tom Pinnock
Bill Callahan
Jim Anderson

Enclosures

lg

COMMUNITY SERVICES DIVISION

Barry L. Van Larc, Director

P. O. Box 1788, Olympia, WA 98504

CASCADIA, J.R.D.C.
CAPITAL IMPROVEMENT EXPENDITURES

<u>Contract No.</u>	<u>Description of Contract</u>	<u>Contractor</u>	<u>Date Started</u>	<u>Date Completed</u>	<u>Amount</u>
C-753	Architectural Services to Remodel and Equip Cascadia	Paul DeLaney & Associates	10-19-60	1964	\$78,370.68
C-933	General Construction to Remodel Cushman Hosp.	Merit Company	1-24-62	7-1-63	963,828.80
C-948	Supervision of Work for Construction of Cascadia	Paul Delaney & Associates	3-13-62	Apr. 63	14,000.00
C64-149G	General Construction of Ridgid Frame Metal Building	Buckanan & Johnson, Inc.	6-19-64	3-22-65	23,966.80
65-223	Direct Payments				469.81
65-223A	Remodel Girls' Residence Hall	Liddle & Jones, Architects	June '66	Sept. 69	7,469.88
65-223G	Remodel Girls' Residence Hall	Lincoln Construction	12-1-67	7-26-68	71,450.29
67-410	Direct Payments				78.63
67-410A	Two Diagnostic Cottages	Lea, Pearson & Richards	March 68	April 71	33,260.71
67-410S	Site Survey & Topog. Survey - Diagnostic Cottages	Hansen-Adams-Chalker, P.E.	May 1968	Nov. 68	745.00
67-410T	Diagnostic Cottage Foundation Investigation	Hansen-Adams-Chalker, P.E.	July 1968	July 1968	250.00
67-410G	Construct Two Diagnostic Units	J. R. Pilcher Const. Co.	5-20-69	2-23-71	469,863.12
67-486	Direct Payments				82.31
67-486DG	Reroofing and Sheetmetal Work - Girls' Bldg.	National Blower & Sheetmetal	8-26-68	1-28-69	3,988.71
68-368A	Intensive Short-Term Treatment Cottage	Jensen & Stewart, Arch.	Aug. 68	Oct. 68	1,723.15
68-367A	Additional Office Space	Jensen & Stewart, Arch.	Sept. 68	Oct. 68	983.02

CASCADIA, J.R.D.C.
CAPITAL IMPROVEMENT EXPENDITURES

<u>Contract No.</u>	<u>Description of Contract</u>	<u>Contractor</u>	<u>Date Started</u>	<u>Date Completed</u>	<u>Amount</u>
67-410U	Testing & Inspection Services - 2 Diagnostic Units	Construction Materials Testing	July 1969	Feb. 1970	\$1,770.50
69-494	Direct Payments				77.02
69-494G	Reroofing & Sheet Metal Work - Adm. Bldg.	Joe Clesson's Roofing	7-10-70	5-17-71	3,866.10
72-109A	Fire Detection & Alarm Systems	Pacific Western Engineering Corporation			669.49
72-109P	Fire Detection & Alarm System	Scientific Security Systems			6,578.17
TOTAL CAPITAL IMPROVEMENT EXPENDITURES					\$1,683,492.19

CASCADIA, J.R.D.C.
CAPITAL IMPROVEMENTS PAID FROM OPERATING FUNDS

61-63	Clean & Retube 150 H.P. Boiler--Recondition Hot Water Tanks	Ace Furnace & Steel Co.	5/16/61	6/16/61	\$2,198.56
C-64-069G	Resilient Floor Tile	Schubert Floor Covering	1-27-64		3,848.00
65-288G	Masonry Damage Repair	Pioneer Masonry Restoration Company, Inc.	9-22-65	12-8-65	2,215.20
66-130M	Revisions to Refrigeration System	Jack Frost Co., Inc.	7-20-66	8-26-66	2,071.50
66-171E	Existing Elevator Control Revisions	Western Elevator Corp.	7-5-66	9-2-66	677.30
67-136M	Automatic Gas Heat - Gym	Washington Nat'l. Gas Co.	6-23-67		2,657.10
67-175G	Repainting Masonry, Bldg. #1 & Girls' Dormitory Bldg. #2	Northern Waterproofer, Inc.	6-20-67		2,766.51

Page 5

CASCADIA, J.R.D.C.
CAPITAL IMPROVEMENTS PAID FROM OPERATING FUNDS

<u>Contract</u>	<u>Description of Contract</u>	<u>Contractor</u>	<u>Date Started</u>	<u>Date Completed</u>	<u>Amount</u>
133G	Enlarge Existing "Tyler" Walk-in Freezer	Brown's Refrigeration	6-18-68	12-5-68	\$2,351.25
164G	Asphalt Surfacing of Parking Area	Woodworth & Co., Inc.	5-17-68	7-23-68	1,182.94
167G	Interior Painting	James A. Parker, Painting	9-4-68	10-25-68	1,755.60
237G	Construct Retaining Wall, Level and Pave Play Area	Woodworth & Co., Inc.	8-29-68	12-23-68	13,721.90
Total Capital Improvements paid from Operating Funds					\$35,445.86
GRAND TOTAL					\$1,718,938.05

C. A. ADAMS
STATE REPRESENTATIVE
118 SHORECLIFF DRIVE N.E.
TACOMA 98422
RES. TEL.: 927-1877



FORTY-FOURTH LEGISLATURE
1975-77
COMMITTEES
SOCIAL AND HEALTH SERVICES,
CHAIRMAN
LOCAL GOVERNMENT

House of Representatives

STATE OF WASHINGTON
OLYMPIA

May 6, 1975

Hon. Floyd V. Hicks
United States Representative
1202 Longworth House Office Bldg.
Washington, D.C. 20515

Dear Rep. Hicks:

I would like very much to support the request of the Puyallup Indian Tribe for the line item appropriation of \$1,718,938.05 in the Indian Affairs budget in the name of the Puyallup Indian Tribe so that this tribe can assume management and responsibility of the old Cushman Indian Hospital, now Cascadia, to provide services to the Indian people.

The present facility known as Cascadia Diagnostic Center has a long and dramatic history in Northwest Indian relations. Congress originally appropriated funds to build the structure and purchased some 38 acres of reservation land for "Indian sanatorium" purposes. In time it was converted to a tuberculosis hospital. With the decline in that disease, the facility was turned into a diagnostic center for processing juvenile delinquents. The state wishes to phase out this diagnostic center and regionalize those services, but it has already invested \$1,718,938.05 in much needed repairs. These are the dollars the state would have to realize before they can transfer these services to the various regions. I am informed that the title would be deeded to the Department of Interior in trust for the Puyallup Indian Tribe for "health, education and welfare" services for all Indian and Native American people within a service area comprising Washington, Oregon, Idaho, Montana and Alaska.

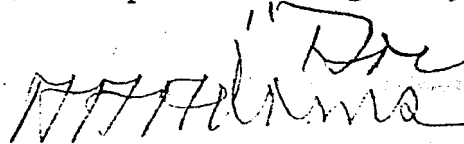
The House Social and Health Services Committee, which I chair, is very interested in the problems confronting our Indian population, of which 90% of those over 18 are chronic alcoholics. We will be studying during this interim problems

Hon. Floyd V. Hicks
May 6, 1975

Page 2

which are unique to our Indian citizens. I hope you will give favorable consideration to their request.

'Kindest personal regards,'

A handwritten signature in dark ink, appearing to read "A. A. Adams". The signature is written in a cursive style with some loops and flourishes.

A. A. Adams, Chairman
Committee on Social and
Health Services

AAA:sg



STATE OF WASHINGTON

OFFICE OF THE GOVERNOR

OLYMPIA

DANIEL J. EVANS
GOVERNOR

February 13, 1976

The Honorable Warren G. Magnuson
United States Senator
Senate Office Building
Washington, D. C. 20510

Dear Maggie:

I find the proposal to transfer Cascadia Diagnostic and Treatment Center to Federal Government in trust for use as an Indian medical center not only practical, but exciting and innovative. It is no doubt high time to provide funding to accomplish this requested transfer.

The Puyallup Tribal Council has worked rather closely with the Washington State Department of Social and Health Services delivery plans to correlate medical service with state focus on community diagnostic service. Although there are some details to be worked out, this program for improving medical services to Indian people should be implemented as soon as possible. Congressional action to transfer Cascadia to U.S. Government in trust for use by the Puyallup Tribe and other Indians will greatly assist in achieving their goals.

I strongly urge your personal attention and action to make possible these services to Indian people that are envisioned and needed by the Puyallup Tribe.

I stand ready to assist you in every reasonable way.

Sincerely,

Daniel J. Evans
Governor

DJE:ia



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR
OLYMPIA

DANIEL J. EVANS
GOVERNOR

February 13, 1976

The Honorable Floyd V. Hicks
United States Representative
House Office Building
Washington, D. C. 20515

Dear Floyd:

I find the proposal to transfer Cascadia Diagnostic and Treatment Center to Federal Government in trust for use as an Indian medical center not only practical, but exciting and innovative. It is no doubt high time to provide funding to accomplish this requested transfer.

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I strongly urge your personal attention and action to make possible these services to Indian people that are envisioned and needed by the Puyallup Tribe.

I stand ready to assist you in every reasonable way.

Sincerely,

Daniel J. Evans
Governor

DJE:ia



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR
OLYMPIA

DANIEL J. EVANS
GOVERNOR

February 13, 1976

The Honorable Henry M. Jackson
United States Senator
Senate Office Building
Washington, D. C. 20510

Dear Senator Jackson:

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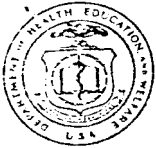
I strongly urge your personal attention and action to make possible these services to Indian people that are envisioned and needed by the Puyallup Tribe.

I stand ready to assist you in every reasonable way.

Sincerely,

Daniel J. Evans
Governor

DJE:ia



DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
REGION X
M/S 506 ARCADE PLAZA BUILDING
1321 SECOND AVENUE
SEATTLE, WASHINGTON 98101

PUBLIC HEALTH SERVICE
~~HEALTH SERVICES DIVISION~~
~~ADMINISTRATION~~

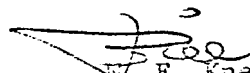
April 23, 1975

Rawlene Hargrove
Puyallup Tribe of Indians
2232 East 28th Street
Tacoma, WA 98404

Dear Rawlene:

As requested, ROFEC reviewed the Cascadia plans you furnished against the list of proposed programs, and provided the attached comments. Hopefully, this preliminary assessment will meet your needs until such time as finite details regarding programmatic use are developed. In this respect the seven suggested steps should be useful.

Sincerely,


W. E. Knestis
PHS/IHS

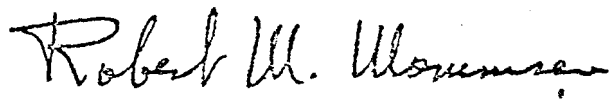
Attachment

UNITED STATES GOVERNMENT
MEMORANDUM

DEPARTMENT OF HEALTH, EDUCATION AND WELFARE
OFFICE OF THE REGIONAL DIRECTOR
REGION X, SEATTLE

DATE: April 21, 1975

TO : William Knestis
IHS Representative, PHS



FROM : Robert M. Mommson
Regional Architect, ROFEC

SUBJECT: Cascadia Institution, Tacoma, Washington

You have requested our advice to the Puyallup Tribal Council concerning possible uses for the Cascadia buildings for various health and social services. Although we do not have sufficient information on either the existing buildings or the proposed programs to make specific recommendations, we can offer some general guidance at this time and perhaps assist further after some preliminary decisions are made. I suggest the sponsors proceed with the following steps.

1. The sponsors should decide the types of programs they wish to provide in the facility. You have read us a list of possible activities so apparently some thinking has been done on this.
2. The sponsor should obtain the best professional help available to them to develop the functional program for each proposed activity. The program should cover such items as a description of the care or treatment to be provided, the type of patient or client, the type and number of staff, the kinds of spaces and major equipment needed, and functional relationships.
3. Complete plans and specifications of the existing buildings should be secured. Those furnished us are the floor plans only (Sheets A6, A9, A11, and A19R) of the remodeling of the original buildings designed in 1961 and a partial preliminary set of drawings for the cottages printed in 1968.
4. The sponsors should obtain architectural/engineering services to make preliminary layouts of the best and most economical uses for each part of each building based on the proposed functional programs and the existing conditions. A reasonably complete evaluation of the condition of the existing buildings should be made prior to laying out the proposed uses. Regulations of the licensing and third party payment agencies should be secured and considered in developing the proposed uses for the existing spaces.

5. A decision should be obtained from the State Department of Social and Health Services and the State Fire Marshall on whether the buildings will be considered existing or new construction for the proposed uses under the applicable regulations and codes.

6. Those proposed uses requiring a Certificate of Need should be discussed with the State Department of Social and Health Services. It may very well be that no additional inpatient beds will be permitted in the Tacoma Area.

7. The above studies should be adequate to develop cost estimates so that funding sources can be investigated prior to making final decisions on the proposed uses and further development of the design.

Although we believe the above steps are necessary prior to establishing the uses of various parts of the buildings, we can offer some general comments which may be of help to the sponsors in their decision process.

1. Since the cottage buildings have narrow corridors and no doubt will be considered "new construction" for in-patient use, they will not be suitable for conversion to nursing home. New nursing homes require eight foot corridors and other conditions usually not provided in buildings designed for residential uses.

2. Although the main building was remodelled to provide many large spaces, it was originally designed as a hospital and would be the most adaptable for in-patient use. It has wide corridors and stairs, elevator shafts, etc. Also, it will probably be considered to be "existing construction" under codes and regulations governing in-patient care. The Uniform Building Code requires in-patient buildings to have automatic fire sprinklers throughout for new construction. Existing facilities require sprinklers only in hazardous areas and large windowless spaces.

3. The cottages might be best suited for administrative and Social Services offices. They require smaller rooms and less plumbing than most other uses.

4. The sheltered workshop would best be located in the larger spaces on the ground or first floors near loading docks and elevators. Sprinkler protection may also be required.

5. The medical clinic requires small spaces convenient to

Page 3 - William Knestis

entrance for the public so the ground or first floor of the main building would probably be the most suitable. One of the cottages might also be used.

6. The large open spaces in the main building which have most recently been used as dormitories are not suitable for patients. New construction standards require that patient bed rooms accommodate no more than four persons. This will require additional expense to construct partitions but the building should be adaptable to division into smaller spaces with a central one-hour fire resistive corridor.

7. The Children's Protective Services, the Group Home for Children, the Transient Family Living Units, and the Home for the Aged probably would be best accommodated in the cottages; however, the main building might also be suitable. Decision on the best location would depend on the program requirements concerning such things as whether kitchens, toilets and baths will be provided in the individual units or centrally. We have no plot plan with which to assess the ease of movement among buildings.

If this project proceeds further and we can be of assistance to you or the sponsors, we will attempt to do so to the extent that other commitments will permit.

