104-10337-10000

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10 May 1994

2.3

NOTE FOR THE RECORD

SUBJECT: Call from Jack Tunheim, Chairman JFK Assassination Board

1. Asks to meet me Thursday, 12 May at Ames, 1:30 - General discussion.

2. Asks for advice on designing space

- wants security advice, especially on a conference room.
- does not plan to keep many documents, but wants secure space where we can discuss classified information.
  - -- Office at 633 Indiana Ave. Justice has part of the building.
  - -- Contact on space: Calvin Snowden, GSA (202) 708-5702

3. Full Board meets on 31 May or 1 June, would like us to brief them.

4. Clearances: Board has to be "read in"

- Contacts for clearances:
   Marvin Crisloff
   Office of White House Counsel
- White House Chief of Staff's Office is also involved.
- Ed Howell, OS told me three (3) Board members are cleared: John Tunehim, Anna Nelson, Kermit Hall. Further paper work needed on Joyce and Graff.

Howell referred me to Nancy Donaghue x43420 and Tom Sheeley x43419 on space security.

bha P

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#### ASSASSINATION BOARD

Address: 000 - The Main Min., N.W. 202 - 724 - 0088 600 "E" stant Weshington DC., 20004 Fax 202 - 724 - 0457

<u>Contacts</u>

1,3-00000

Space: GSA: Calvin Snowden (202) 708-5702 OS/Common M BR.CIA: Patti Postel, OS x(43446) (open)

Security

White House Office of General Counsel Marvin Crisloff

<u>Clearances</u>

CIA: (Ed Howell, OS X40 4523 (Staffedd	0206 W CURTIS (CURT) CHALONER, X40335
FBI Kevin Vanhotton WHOUSE: CRAig Liv.	Nesterne 202-456-5210
Dela InterAmlinger X	40620, Cleanshe Division
Chairman - Jack Tunheim	(612) 296-2351

Board

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**ADMINISTRATIVE - INTERNAL USE ONLY** 

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From the Desk of Patricia A. Postel

- Smill Grount of TS -- CIA, FAL Praybe small ement of SET

NOTE FOR:John F. Pereira @ DAFROM:Patricia A. PostelDATE:05/12/94 03:14:26 PMSUBJECT:Meeting with Jack Tunheim

I went into DC today to meet with Jack and look at the space on Indiana Ave. Two GSA reps, 3 FBI people, Jack and I walked through the area. Looks like the modifications will be fairly easy and I am going to work up some options for Jack and his board to review. The FBI says a few of their documents are TS. Do you have any idea if there are TS/SCI documents involved from our side (or any other agency's side)?

CC:

11 April 1995

NOTE FOR THE FILE

SUBJECT: JFK Board/Security

1. On 11 April, I received a call from the Chief, Domestic Programs Division, Office of Security Operations (Bob McCants) on the status of the Board's request for security certification of their facility at 600 "E" Street.

2. Room 2617 in the Board's office is approved for storing classified materials. The entire space controlled by the Board will be approved once all of the Board's staff receives SCI clearances. Requests for SCI clearances should be sent by the Board to HRG for forwarding to Director, Office of Personnel Security.

3. Andrew Smith from Bob s office did the security survey at 600 "E" Street on 9 March 1995. [Smith] can be reached through the Division's front office (x43437) secure, 703-506-7437 open).

John Pereira

cc: File Harrelson Boyd C/HRG

# CIA SPECIAL COLLECTIONS RELEASE IN FULL 2000

Dra

21 October 1996

ARRB Proposals to Expedite Review of Assassination Records

I. Re-location of Sequestered Collection to ARRB site will allow ARRB staff on-site access to identify relevant/key files and documents, and review Agency designated nonrelated material.

#### Comment:

It is not feasible to transfer the entire collection and continue CIA's review. Parts of the collection can be transferred on temporary basis without impeding HRG's review provided security and DO concerns are satisfied.

#### Security Requirements/Issues:

1) Agency Controlled Secure Area -- construction cost/who pays? [ARRB should pick up this cost.]

- 2) Document Access Control:
  - a) During work-day -- detailed CIA reviewers or designated ARRB staffer?
    - b) after hours -- CIA guard or existing guard force?

#### DO Concerns:

Provided security requirements are met, DO has no objections to portions of the JFK sequestered collection being temporarily housed at ARRB site as needed for review. [Note: Fred W. is checking with DO security re requirements for storing records off-site.]

#### HRG Requirements:

1) Office/ workspace for HRG project officer and two or three reviewers.

[Depending on security requirements, 2 HRG reviewers could either be assigned to ARRB on a regular basis or report there as needed -- project officer will be visiting ARRB site on regular basis.]

2) Secure phone and FAX (STU IIIs) is a necessity; video Conference capability would enhance communications.

3) Computer support -- PC/Word Processing is a necessity; direct link to HRG index would enhance capability to handle ARRB Staff questions and expedite review.

4) Priority Courier Service from IP at ARRB

II. Expedite the review of the Sequestered Collection by focusing on most relevant files/documents and not sending duplicates to the Board for action.

#### Comment:

HRG has already implemented a review focusing on documents that have not been acted on by the Board; duplicates are flagged and will be prepared for NARA later. Due to the duplicate search, the amount of time for an HRG reviewer to review a box has increased, but the number of documents per box for action has decreased.

A targeted /subject approach (identify and review most relevant material first) will be difficult to implement given current state of HRG index.

Additional review and computer support will be need to meet the Board's request.

Requirements:

1) Increase HRG re-review team to 4 or 5 reviewers.

2) Begin separate review of HSCA material including documents held by the ARRB -- 2 reviewers.

[Note: HSCA material is a high priority of the Board; however, since most HSCA documents are releasable in full, the review generate few documents for Board action.]

3) Enhancements to the HRG index/data base will be required to facilitate searching and identifying duplicates (work already under way).

4) Communications and computer support -- same as Request I

III.

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#### Resource Requirements/impact

Note: Detailing two or three CIA reviewers to ARRB will offset much of the negative impact of the move to IP. In addition to controlling access to CIA records, these reviewers would:

1)perform quality control review of documents prepared for the Board at IP [processing mistakes have been a continuing problem in the review]

2) handle questions from the ARRB staff consulting with project officer and IP HRG/DO reviewers as necessary

3)Review HSCA material being held by ARRB and 3rd Agency documents [a DO reviewer would join the HRG reviewers when documents were ready for DO review]

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#### CONFIDENTIAL

DRAFT File TREASfee

7 November 1996

MEMORANDUM FOR: Executive Director

THROUGH:

13-00000

Deputy Director for Operations General Counsel Director, Center for the Study of Intelligence

FROM: John F. Pereira Chief, Historical Review Group, CSI

SUBJECT: JFK Board Request for Transfer of CIA Documents

(U) This memorandum is for your information. It summarizes arrangements between CIA and the JFK Assassination Records Review Board (ARRB) to transfer certain CIA records to the Board's offices.

(FOUO) <u>Background</u>: During a meeting with you on 16 October, ARRB Chairman John Tunheim requested that the Agency transfer a large quantity of records related to the JFK assassination. The request was based on the Board's need to have the documents--totaling approximately 190,000 pages--reviewed by the Board's staff. Judge Tunheim and other Board members consider it unworkable for their staff to review the documents in the International Point Building, to which the records would be moved when the Center for the Study of Intelligence moves there in mid-November.

(C) The principal issue raised by the request is one of control over and protection of the sensitive CIA (mainly DO) records once they are transferred to the Board's offices in the District at 600 E Street, N.W. The Board has agreed to construct a dedicated secure facility (SCIF); access to which would be controlled by Agency personnel. (Roger) (Martin, DCI Area Security Officer, has conducted a preliminary survey of the space where the SCIF would be located, and concludes that the proposed security arrangements would be acceptable.

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(FOUO) A second issue concerns funding for the construction of the SCIF. There would also be additional costs for installation of a secure telephone and a secure fax, which are needed to allow secure communications with International Point. We are proposing that the Agency and ARRB share the costs, but it is possible that the Agency will be asked to reimburse the Board for whatever funds they expend. In any event, we do not believe that the costs will be great.

(FOUO) <u>Conclusion</u>: Our judgement is that the Agency should comply with the JFK Board's request to transfer the records, but that the transfer should clearly be documented as temporary. The documents would be provided in increments. Once the Board's staff has reviewed a group of records, they would be returned to the Agency for final review and sanitization, before they are released to the National Archives. We plan to detail to the Board a small number of reviewers from the Historical Review Group who would control access to the documents and also assist in coordinating the records review.

(FOUO) Unless you have objections, we plan to transfer to the JFK Board the records requested by the Board's Chairman. The transfer will be contingent on the installation of an approved security facility and an agreement on funding.

effective date

John F. Pereira

CONCUR: General Counsel sign fr DDO CONCUR: Deputy Director for Operations

AHECHMENT

Amended 11/22/96 by Burgtfour be CSI/HRG

#### ATTACHMENT

13-00000

Requirements for temporary transfer of CIA JFK Records to ARRB offices.

1. Dedicated secure facility (SCIF). The JFK Board will convert existing space into a CIA-controlled SCIF with:

a. New door allowing direct access

b. Alarm system

2. Communication/ADP Requirements:

a. Secure phone (STU III)

b. Secure fax

c. Two personal computers

3. Work areas for CIA personnel. Two-to-three HRG reviewers will be detailed to the Board offices on a regular basis. Additional workspace will be needed for "surge" reviewers when required for on-site reviews. Equipment requirements:

a. Six-to-eight open-shelf units for records

b. One floor safe

Cost estimates: · construction of SCIF - paid by ARRB · alarm system including - \$44,533.00 (ARRB will handle conduct/reinbusement required · Secure FAX, STUTIL & - \$5,000.00 (OIT estimate · PCs, shelves, safe - han existing CSI resources Total estimated additional cost \$9,533.00

12 December 1996

#### MEMORANDUM FOR THE RECORD

SUBJECT: Physical Transfer of Files, Shelves & Safe

FROM: J. Barry Harrelson, Senior Reviewer, CIA/CSI/HRG

1. The purpose of this memorandum is to record the physical transfer of the following files and other items from CIA/CSI/HRG offices at International Point, Chantilly, Virginia, to the CIA controlled SCIF within the offices of the AARB at 600 E Street NW, Second Floor, Washington, D.C. 20530. The transfer is for the sole purpose of accommodating secure, supervised access by AARB staff and the Board. The files and other items will be returned to CSI/HRG when no longer needed at the AARB offices.

2. The files and items being transferred are:

a. JFK Boxes 13 through 63 (sequestered collection);

b. Six boxes of Russ Holmes working files;

c. Seven, six shelf shelving units; and,

d. One four drawer safe.

3. By my second signature below, I certify that all of the above were received at the AARB offices and placed within the SCIF.

J. Barry Harrelson

Items Received:

J. Barry Harrelson

#### CONFIDENTIAL

TO:Roger L. Martin (FROM:Judith A. Ballard @ DADATE:12/13/96 09:42:33 AMSUBJECT:Re: One-day Clearance for Russ Holmes

NOTE FOR:Roger MartinFROM:J. Barry HarrelsonDATE:12/10/96 12:57:51 PMSUBJECT:One-day Clearance for Russ Holmes

1. The Executive Director of the Assassination Records Review Board (ARRB) has requested that Russ Holmes, retired CIA employee, be granted a one-day SECRET clearance to view specific documents related to the JFK assassination. Russ Holmes is being interview on December 13 by the ARRB staff concerning his role as custodian of the Agency's JFK assassination records from the late 70's until 1992. The ARRB is primarily interested in memos written by Mr. Holmes that were found in working files that he had set up.

2. The ARRB's Executive Director and General Counsel are aware that Mr. Holmes' separation from the Agency was controversial. His access will be restricted to those documents that his knowledge is required to clarify the historical record. The ARRB staff will provide a list to the Agency of all classified documents seen by Mr. Holmes.

3. This request for clearance has been coordinaated with Fred Wickham and Ken Johnson of DO/IMS. IMS is Mr. Holmes' fromer office and the current DO focal point for ARRB requests.

4. Bio detail: Russell B. Holmes SSN 048123623 ( DOB: Sept 20, 1923. )

Barry Harrelson CSI/HRG JFK Project Officer

John Pereira, Fredrick C. Wickham @ DO, Kennth Johnson @ DO

Roger,Russell B. HOLMES (AIN 0059388) has been granted an AD HOC Secret access for the<br/>above purpose only effective 11 December 1996. This approval is based on a<br/>favorable FBI name trace request. This Ad Hoc Secret will expire on 27 December<br/>1996. Please be advised that there will be no record of this access in MDP,<br/>however, his security file will be documented with this lotus notes and the results of<br/>the FBI name trace. Questions? Please call me on secure x40210. Judi B.OPS/CD/A&OB

CC:

CC:

#### CONFIDENTIAL

JAN 06 '97 09:13AM D

CONFIDENTIAL

OFSS 96-3264 19 December 1996

MEMORANDUM FOR:

Special Assistant Center for the Study of Intelligence

FROM:

(C) (James P. Flynn) Chief, Operations Division Office of Facilities and Security Services

SUBJECT:

(C) Facility Accreditation
Assassination Records Review Board
Suite 203
600 E Street, NW
Washington, D.C. 20530

1. (C) An inspection of Subject facility was conducted on 29 November 1996. As a result of this inspection, it was determined that Subject facility meets requirements for open shelf storage of Sensitive Compartmented Information (TS/SI/TK) material as prescribed in DCID 1/21.

2. (C) Please advise this office when accreditation is no longer required, or when any physical changes to this area are anticipated.

otucon Flynn

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#### CONFIDENTIAL

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#### **ADMINISTRATIVE - INTERNAL USE ONLY**

# TO: Sara S. Lucas FROM: J. Barry Harrelson DATE: 16/01/97 14:36:42 SUBJECT: Re: Parking for JRK ICs downtown

1980

ALEM

SUIF/HAKKING

Carr Park 202-383-6250, cost: \$165 @ month for unreserved space at 601 E. St Facility -- Frank talked with Barbara Hicks, extension 108. If they need a car, we will use Kovar's, but other cars may park in the space on a regular basis. The manager, Mr/Retta, 202-637-8425, at the 601 E St facility said he could hold the permit which then could be picked up each day by the person using the space.

ĊC:

MIKE GREENWALT 6 FEB 97 /SC 0851

## From the Desk of J. Barry Harrelson

NOTE FOR:Sara LucasFROM:J. Barry HarrelsonDATE:30/01/97 13:45:35SUBJECT:Parking for 600 E. St. SCIF

John says go ahead. Treat as unfunded JFK requirement (request from the Board). I can't reach Kovar so use my car((1985 CHEV Citation, DC Tag 981442).) We will be rotating the individuals working at the SCIF plus I will be using the space at times.

Barry

CC:

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SECRET

08 MAY 1997

OFL 4757-97

In Reply Refer to: Letter Request Number:

706295

MEMORANDUM FOR: Assassination Records Review Board

ATTENTION: Ms. Tracy Shycoff

13-00000

SUBJECT: (U) Fiscal Year 1997 Project Funding

1. (S) This memorandum certifies the availability of \$4,533 in fiscal year 1997 funding to the Assassination Records Review Board (ARRB). This funding is provided for construction of the JFK SCIF to include equipment and installation of the alarm system.

2. (U) The association of this Agency with this activity is UNCLASSIFIED. Any work or reports generated as a result of this activity will be classified CONFIDENTIAL. Any hardware generated as a result of this activity will be classified SECRET.

3. (U) This request is being made pursuant to the provisions of the Economy Act (31 USCA 1535). These funds may be obligated only during fiscal year 1997. The ARRB should advise CIA of the status of obligations pursuant to this agreement within 45 days of the date of this letter. Any portion of CIA's FY 1997 funds advanced pursuant to this agreement that is not obligated by 30 September 1997 must be returned to CIA for deobligation under the regulations governing an annual appropriation.

4. (U) This Agency does not provide fund cites. Funds may be obtained by forwarding an SF 1080, citing Letter Request 706295 to the Liaison Operations, Office of Finance and Logistics, Post Office Box 3834, Reston, Virginia 20195-1834, (telephone number (703) 613-7054. All final bills should be marked "Final Bill".

> CL BY: (0623699) CL REASON: 1.5(c) DECL ON: X1 DRV FROM: COV 2-87

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SECRET

SUBJECT: (U) Fiscal Year 1997 Project Funding

5. (U) If further information is required, please contact (Mary L. Ettner) on (703) (281-8237), STU-III. Your continued cooperation is appreciated.

FOR THE DIRECTOR OF FINANCE AND LOGISTICS:

(Carl G. Kratzer

Chief, Logistics Services Division, OFL

OFL/LSD/SS/IDS/MEttner: emd/30775 (6May97)

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#### New Note\Personalized

#### SARA S. LUCAS CENTER FOR THE STUDY OF INTELLIGENCE International Point Room 2D11; Mail to: 1G03/IP x31759

NOTE FOR: J. Barry Harrelson @ DCI

FROM: Sara S. Lucas

DATE: 06/02/97 14:09:39

SUBJECT: Carr Parking/SCIF

DCI/B&F advises that we may either bring back an invoice every month for them to pay or ask one of your folks to pay the tab by personal check and be reimbursed by CSI. The latter is their preferred solution; they will go the other way though if I insist. Please let me know so I can set up a tickler system on paying the bill. Reminder that the card and invoice will be available from the 600 E Street facility tomorrow afternoon, 7 February. Cheers/Sara

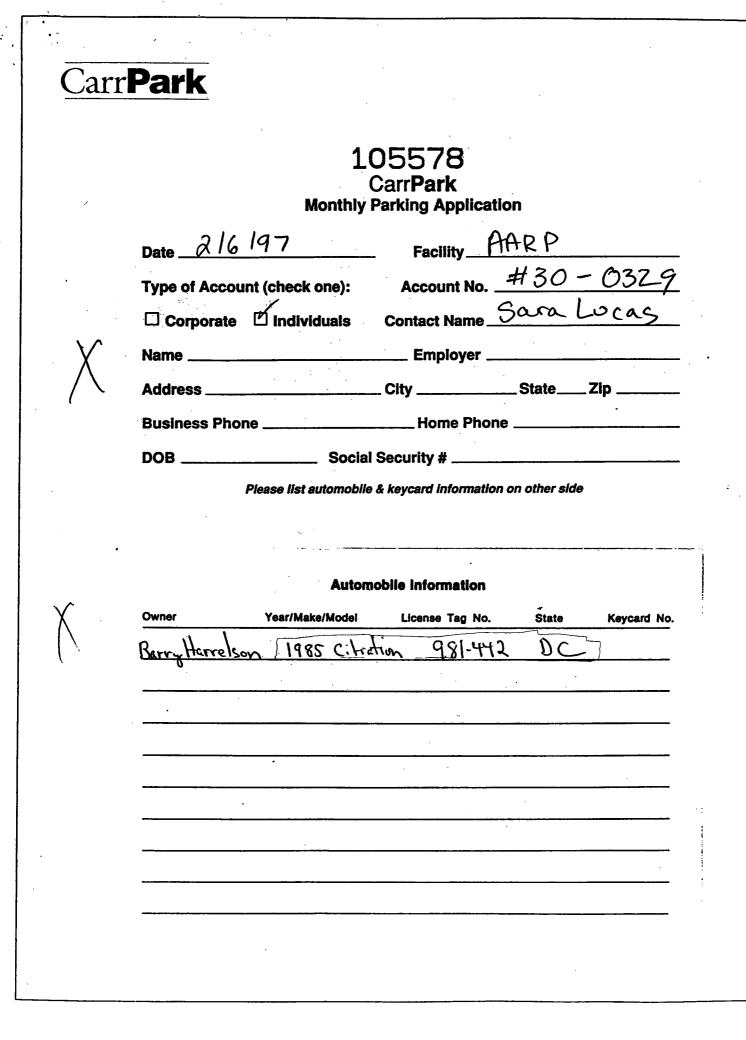
CC: John F. Pereira @ DCI Barbara A. Standley @ DCI

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This Agreement shall commence on the date inserted above and shall continue on a month to month basis beginning with the 1st of the month thereafter. Either party may terminate this Agreement by delivering written notice to the other earty no later than 5 days prior to the 1st of the month for which the termination is to be effective. If notification does not meet this deadline and/or the Customer has received but has not returned the permit for that month, then the Customer will be required to pay the Monthly Fee. CarrPark reserves the right to cancel this Agreement without notice f the Customer violates this Agreement or any of his obligations hereunder. If this Agreement commences on or before he 15th of the month, the Customer shall pay the Monthly Fee in full for such first partial month. If this Agreement is xecuted on the 16th of the month or thereafter, the Customer shall pay one half the Monthly Fee for such first partial nonth.

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SIGNATURE

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#### . FEE

Customer shall pay to CarrPark the Initial Fee specified above for each permit on the date of this Agreement, and the Aonthly Fee on or before the 1st of each subsequent month, by means of check, certified check or money order. If a heck is returned for any reason, the Customer will be charged a \$25.00 returned check fee. If the Customer fails to nake timely payment of the Monthly Fee, CarrPark reserves the right to take one or more of the following actions: 1) harge a \$10.00 late fee per permit; 2) charge the full daily rate per vehicle each day the Customer parks at the Facility, n addition to the Monthly Fee; 3) impound or immobilize the Customer's vehicle(s); 4) terminate the Agreement.

#### J. PERMITS

Monthly parking permits will be issued to the Customer for each vehicle for which parking is being purchased and which is registered with CarrPark, subject to this Agreement, for use at the Facility specified above only. The Customer hall display this permit on each vehicle at all times while parking at the Facility. CarrPark reserves the right to charge he current daily rate of the Facility in the event the monthly permit is not displayed.

The monthly permit allows the Customer unlimited parking for a registered vehicle at the Facility. The Customer is ot guaranteed a designated space in the Facility unless the Customer holds a Reserved Parking Permit. Reserved Parking 'ermits are limited in number and have a higher Monthly Fee than general Monthly Permits. A monthly Permit is not ransferable and may not be used for any vehicle except the vehicle(s) registered with CarrPark in the Customer's name or other vehicle the Customer may be using on a temporary basis.

If the Facility has a keycard system, each Customer or registered Corporate employee/agent, shall be entitled to one suthorized keycard. This provides the Customer with twenty four hour access to the Facility. There is an additional oneime \$10.00 fee for keycards issued to non-tenants of the building where the Facility is located. In the event that a nonenant keycard is lost, or is not returned to CarrPark upon Agreement termination, there will be a \$25.00 replacement harge.

CarrPark shall automatically issue a Monthly Permit to each Customer on a timely basis unless the Customer is in violation of the Agreement. The Customer is responsible for notifying CarrPark if the Monthly Permit for the following nonth has not been received by the 28th of the current month. Failure to make such notification will result in full daily charges assessed for each day a Monthly Permit is not displayed. In the event a Monthly Permit is lost or stolen, a suplicate Monthly Permit will be issued for a fee of \$5.00. In the event of termination of the Agreement, the Customer shall immediately return the Monthly Permit to CarrPark.

#### 1. CORPORATE ACCOUNTS

If the Customer is a corporation, partnership or other non-individual entity ("Corporate Customer") CarrPark will issue Nonthly Permits to employees/agents as specified in the registration list provided to CarrPark, described below. The Corporate Customer is fully responsible for ensuring that all users of its Monthly Permits comply with this Agreement, and shall be liable for any non-compliance by users thereof. The Corporate Customer hereby represents that copies of his Agreement have been given to employees/agents entitled by the Corporate Customer to use a Monthly Permit, and hat all those so entitled have agreed to comply fully with this Agreement.

The registration list provided to CarrPark shall include the name, address, telephone number, year, make, model of the vehicle, license plate number, state of registration, Monthly Permit and Keycard numbers assigned by the Corporate Sustomer to each such employee/agent. This registration list shall be updated on a monthly basis by the Corporate Sustomer.

Payments by the Corporate Customer shall be made in the form of one payment in full for all Permits issued to it.

#### 4. CORPORATE ACCOUNTS (cont.)

The term "Customer" as used in this Agreement shall apply to a Corporate Customer and their employees/agents who hold Monthly Permits.

Any subtenant of the Corporate Customer's space in the building shall be required to execute a separate parking Agreement with CarrPark. The Corporate Customer is not entitled to authorize a subtenant to use any of its Monthly Permits such authorization resting solely with CarrPark. In the event that the Parking Agreement with the subtenant is terminated, the Corporate Customer shall be entitled to the Monthly Permits provided that the registration list is amended, the Monthly Fee is paid and the Corporate Customer cures any subtenant default to the satisfaction of CarrPark.

#### COMPRESSION DE **5. PARKING PROCEDURES**

CarrPark may provide self-parking services, valet parking services or both, during normal operating hours, and self-park at all other times. If the vehicle is to be valet parked, the Customer must stop the vehicle in the valet area, leave the vehicle key in the ignition, and stay with the vehicle until the uniformed CarrPark attendant has taken custody. When using self-park services, the Customer shall park his/her vehicle in any available space of the Facility which does not block another space or vehicle, lock the vehicle and retain the vehicle keys. The Customer shall not park on entrance ramps nor in a reserved space unless the Customer has registered and paid to do so. In the event that the Customer is unable to find a space and is blocking other spaces or vehicles, the Customer must leave the vehicle key in the vehicle or it shall be subject to removal or relocation at the Customer's sole risk and expense. CarrPark shall not be responsible for any damage or loss resulting from any such removal or relocation.

The Customer shall not, under any circumstances, undertake to move or handle any vehicle which is not his/her own. If the Customer's vehicle is blocked by another vehicle, the Customer must notify a parking attendant to move the vehicle. The Customer shall drive its vehicle with headlights on and at a speed not exceeding Five (5) Miles. Any violation of

the foregoing provisions shall subject the Customer to immediate termination of this Agreement. The Customer shall leave only his/her ignition key with the vehicle. CarrPark shall not be responsible for damages resulting from loss or removal of non-vehicle keys. The Customer shall not leave his/her ignition key in the vehicle after normal operating hours of the Facility.

#### 6. DAMAGE CLAIMS

The Customer agrees that he/she will not leave items of value in his/her vehicle while parked in the Facility. The Customer hereby releases CarrPark and the building owner and holds them harmless from any claim for damages resulting from damage to or loss of items left in the vehicle. CarrPark shall not be liable to the Customer for damages to or loss of the customer's vehicle unless 1) it is established that CarrPark was negligent in the performance of its duties hereunder and 2) any claim for damage to the vehicle is made prior to leaving the Facility after such damage has occurred.

Notwithstanding the foregoing, CarrPark shall not be liable to the Customer for any loss of or damage to the Customer's vehicle, where such damage has occurred at any time outside the Facility's normal operating hours or where the Customer has parked the vehicle in a manner in violation of the procedures set forth herein. In addition, CarrPark shall not be liable for mechanical failure, freezing, or fire within the Customer's vehicle.

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#### 7: SUSPENSION OF SERVICES

er .CarrPark shall not be liable to the Customer for any costs, damages or losses to the Customer resulting from any suspension of services or operation of the Facility, in part or in whole, due to repairs, maintenance, improvements, or any cause beyond the reasonable control of CarrPark. Total or partial suspension of services or operation of the Facility shall not relieve the Customer of his/her obligations under the Agreement. In the event that the operation of the Facility is suspended to the extent that the Customer is unable to access the Facility for a period exceeding two (2) business days within a one month period, the Customer shall be entitled to a credit on the next Monthly Fee, prorated for each business day that the Customer is unable to utilize the Facility. A set of the other set of the s

This Agreement shall be construed and enforced in accordance with the laws of the jurisdiction wherein the Facility is located and the parties hereto agree that the courts of such jurisdiction are the proper and convenient forum for any dispute arising hereunder. In the event of any dispute arising hereunder, Customer shall fully reimburse CarrPark for any and all attorneys' fees incurred by CarrPark. CarrPark and Customer hereby mutually waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or with respect to any matter whatsoever arising out of or in any way connected with this Agreement, the Customer's use of the Facility, and/or any claim of injury or damage. 9. MISCELLANEOUS 

i. The Customer shall not receive any credit or abatement of the Monthly Fee for days the Customer chooses, for any reason, not to park his/her vehicle at the Facility.

ii. If the Customer terminates this Agreement, any subsequent Agreement will be made if at all available, subject to consideration of prospective customers on a waiting list for that Facility.

ill. The needs of building tenants take priority over non-tenants. Non-tenants are issued Permits with the understanging that it may be necessary to terminate their Agreement in the future to meet tenant demand.

**iv..., Permits issued to a tenant in excess of the amount allotted pursuant to their building lease may be recalled to** satisfy the needs of other tenants.

v. CarrPark employees are not authorized to waive any provision of the Agreement or to make any exceptions thereof.

vi. No waiver of any term, provision or agreement contained herein shall be binding on the parties unless it is in writing and signed by both parties.

vii. The Agreement is not assignable by Customer to any third party.

	FOR C	ARRPARK'S USE ONLY	1	
ACCOUNT NUMBER:	30-329	NUMBER OF PERMITS:	<u> </u>	
FACILITY:	30	INITIAL FEE PER PERMIT:	16500	
START DATE:	216/97	INITIAL TOTAL FEE:	16500	
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# CIA SPECIAL COLLECTIONS RELEASE IN FULL 2000

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17 February 1998

MEMORANDUM FOR: Executive Director

Executive Director Assassination Records Review Board

FROM:

13-00000

John H. Hedley Chair, CIA Publications Review Board

SUBJECT:

Classification Review Process for Non-official Publications

1. I presently serve as the Chair of the Publications Review Board (PRB) for the United States Central Intelligence Agency ("CIA or "Agency") and have held this position since January 1996. I also hold the position Chief of the Publications Review Division, the entity which coordinates and otherwise supports the review process of the Publications Review Board. Ι have served as an intelligence officer for the CIA for 33 years and have held a variety of senior positions of management and analytical responsibility including serving as managing editor of the Agency's daily national intelligence publication and as editor of the President's Daily Brief. I have also served as Deputy Director for Public Relations in the CIA's Office of Public Affairs. I hold a doctorate degree from the University of Missouri, a masters from the University of Tulsa and an undergraduate degree from the University of Kansas. I have served as CIA Officer in Residence at the Institute for the Study of Diplomacy in Georgetown University's School of Foreign Service, and currently teach a seminar entitled "CIA and the Changing Role of U.S. Intelligence" at Georgetown.

2. The purpose of this memorandum is to provide the Assassination Records Review Board with an understanding of the classification review activities undertaken by the CIA's Publications Review Board vis-à-vis the personal writings of CIA employees, former employees or other associates who, by virtue of their secrecy agreement have an obligation to protect classified information and submit personal writings for review pursuant to that obligation.

3. The PRB deals primarily with the manuscripts of former employees who are writing as private citizens; the information they propose to publish is private property and proprietary in nature. Current employees normally submit material intended for nonofficial publication through their supervisory chain of command to their Deputy Director or Head of Independent Office. However, any supervisory official in the author's chain of command may submit the material to the Board for a decision. This may be done when the corporate process of a Board review is deemed more appropriate because the proposed publication involves the equities or expertise of more than one Directorate or Independent Office or has Agency-wide implications. It is for these reasons that the Center for the Study of Intelligence has routinely sent manuscripts, written by both current and former employees and under consideration for publication in *Studies in Intelligence*, to the Publications Review Board.

4. All submissions deemed by the author as not containing classified information and any submissions having questions as to proper classification have been reviewed<sup>1</sup> -- pursuant to the personal manuscript standards -- to ensure the unclassified nature of the article or to identify classified information and suggest changes to eliminate classification concerns. When an article has been deemed to contain classified information, and it has been subsequently requested to be published in unclassified form or otherwise made available to the public, it has been reviewed by the same process discussed previously to allow declassification or the creation of a redacted (*i.e.*, modified) and hence unclassified version.

5. By deeming or marking a given article as classified, the PRB represents only that this personal writing contains some information of a classified nature by the US Govérnment; in our view, that fact has not altered the nature of this private work or converted it into an official federal record containing official government information. Indeed, this practice of marking has been followed (as required) whether the personal writing is intended for publication in a classified version of *Studies* or by a private publisher.

John H. Hedley

<sup>&</sup>lt;sup>1</sup> Pursuant to Agency regulations, practice, and available resources, this review may be conducted by the Historical Review Program, the concerned operational component (current employees only), or, most frequently, by the Publications Review Board (PRB). The PRB is the primary organization responsible for reviews of private writings proposed for publication; all writings by former Agency employees (which constitute the vast majority of private writings) are conducted by PRB.

# CIA SPECIAL COLLECTIONS RELEASE IN FULL 2000

#### 17 February 1998

MEMORANDUM FOR: Executive Director Assassination Records Review Board

FROM:

Brian S. Latell Chairman, Editorial Board Studies in Intelligence

SUBJECT:

Mission, Character, and Publication Practices of Studies in Intelligence

I am the Director of the Center for the Study of 1. Intelligence ("CSI") for the US Central Intelligence Agency ("CIA or "Agency") and have held this position since September 1994. I am also the Chairman of the Editorial Board ("Board") for Studies in Intelligence ("Studies"), a publication of CSI. I have served as a foreign intelligence officer for the United States Government for nearly 36 years and, at CIA, have held a variety of senior positions of management and analytical responsibility including serving as a member of the National Intelligence Council from 1980 to 1994 and as National Intelligence Officer (NIO) for Latin America for four of those years. I hold doctorate, masters and undergraduate degrees from Georgetown University, have served as a Visiting Scholar at the Hoover Institution at Stanford University, and for the last twenty years have held an appointment to the faculty of Georgetown University's School of Foreign Service as an Adjunct Professor.

2. The purpose of this memorandum is to provide the Assassination Records Review Board with my view of the historical mission, character, and publication practices of *Studies* as a classified publication disseminated within the Intelligence Community and in other versions as an unclassified publication available to the public.

3. The mission of *Studies* has been to promote scholarship and reflection in intelligence literature and better the understanding of the intelligence profession. Articles published by *Studies* are intended for educational, and professional purposes and present the personal, academic and professional views of individual authors. The responsibility for accepting or

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rejecting articles that are submitted rests with the Board. A key criterion for publication has been whether articles make a contribution to the literature of intelligence; other criteria include the originality, quality, and importance of the material. Articles submitted have not been required to be coordinated through official channels and, indeed, have not been routinely vetted through management by either the Board or individual authors. In addition to senior Agency officers, the Board also has members who serve in senior positions in other agencies of the Intelligence Community or who have in the past served in such capacities.

4. In earlier years of the more than 40-year history of *Studies*, articles were primarily written by then-current CIA employees. In the past decade, however, *Studies* has been enriched by an increasing number of submissions by authors from other components of the Intelligence Community, from members of the academic community in the United States and abroad, and from private citizens, most of whom have had some past intelligence connection.

5. Once articles, intended either as classified or unclassified, are submitted for consideration in Studies, they are circulated to the members of the Board for their review. The Board then decides whether an article meets the criteria for publication and, if it does, begins the publication process. All submissions deemed by the CIA author to be unclassified have been submitted to CIA's Publications Review Board (PRB) for verification. If the Board is concerned about the level of sensitivity of a classified article, it has sought opinions of relevant experts as to whether the article, or portions of it, should be published or redacted. Such reviews historically have been pursuant to the PRB's standards for personal manuscripts and not the more stringent standards for official CIA records. Subsequently, articles are edited and published in one of the quarterly classified issues of Studies. Most of the unclassified articles published in this version are subsequently selected by the Board to also be published in one of the two annual unclassified issues of Studies.

6. The independence and integrity of the Board, and its historical commitment to professional traditions, has never to my knowledge been questioned by Agency management. I, as well as several of my predecessors, can recall no cases of interference by Agency management with the publication decisions of the Board, no matter how controversial the subject matter or how critical an author might be of CIA management. Indeed, *Studies* articles historically embody the personal, professional research, and reflections of their authors. The very intent of the journal is

- 2 -

professional and scholarly and this has been so from the founding by the pre-eminent intelligence officer Sherman Kent in 1955.

7. In sum, while *Studies in Intelligence* is published under the auspices of the United States Government, articles historically were neither intended to express official or officially-sanctioned information nor have they been considered to be an official release of official Executive Branch information. Rather, *Studies* have been regarded as a forum for personal, professional, and scholarly expressions of the authors.

Brian S. Latell