

Memorandum of Understanding on Provision of Alias Social Security Program

I. PARTIES

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2024, by and between the Florida Department of Law Enforcement (FDLE) and the City of North Port, Florida, OBO, The North Port Police Department (hereinafter identified as the "Requesting Agency").

II. INTRODUCTION

- FDLE is authorized to enter into this Memorandum of Understanding pursuant to Section 943.03(5), Florida Statutes, granting FDLE the authority to enter into agreements necessary, expedient, or incidental to the performance of its duties. Now, therefore, the parties to this memorandum set forth the following as terms and conditions of their understanding.

III. PURPOSE

- The purpose of this MOU is to establish an agreement between the Florida Department of Law Enforcement (FDLE) and Requesting Agency regarding alias Social Security Numbers ("SSNs"). FDLE serves as the point of contact ("POC") with the Social Security Administration ("SSA") for all local law enforcement agencies regarding the provision of alias SSNs. As the POC, FDLE is responsible for the evaluation, submission, coordination and management of all requests made by any Florida law enforcement agency for alias SSNs. The parties recognize that the Requesting Agency is legally authorized to conduct the type of law enforcement investigations for which the alias SSN is being requested.

IV. RESPONSIBILITIES OF THE PARTIES

The Requesting Agency shall:

- designate a POC to facilitate, coordinate and manage all alias SSNs processes;
- provide the POC contact information to FDLE and notify FDLE if the designated POC changes;
- immediately notify the FDLE POC of any activity that could affect the provision of alias SSNs to Requesting Agency personnel under the terms of this MOU such as suspension, termination, retirement or re-assignment;
- maintain files related to the use of the assigned alias SSNs by Requesting Agency personnel;
- immediately provide to the FDLE POC the institution's name and account number associated with any alias SSN that is issued to Receiving Agency

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which is used to open bank accounts, credit cards or any other similar financial matters;

- immediately notify the FDLE POC of any earnings of which Receiving Agency becomes aware, that are posted to an alias SSN that is issued to Receiving Agency and any benefits, of which Receiving Agency becomes aware, that are being claimed on an alias SSN that is issued to Receiving Agency;
- comply with any SSA requests to reconcile earnings on alias SSNs issued to Receiving Agency by the Internal Revenue Service;
- limit the number of active alias SSNs at Receiving Agency to the minimum required for operational needs;
- immediately notify the FDLE POC if, after receipt of an alias SSN, Receiving Agency determines that the alias SSN will never be used, that the SSN will no longer be used or that the SSN has been misused;
- not allow the use of alias SSNs by contractors or informants;
- respond to any requests for information from FDLE regarding the issuance of alias SSNs within 30 calendar days of the date of the request;
- have in place a policy delineating the acceptable uses of SSNs, as well as prohibited activities associated with alias SSNs; and
- comply with any requests by FDLE to review records or findings associated with alias SSNs or certifications of compliance.

To request an alias SSN, Requesting Agency shall submit the following information to FDLE:

- External Agency Information Form;
- Social Security Administration Form SS-5;
- appropriate individual alias SSN application;
- proof of citizenship (birth certificate or U.S. passport);
- proof of identity (driver's license or U.S. passport);
- proof of employment (law enforcement identification);

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- check made payable to FDLE in the amount designated in the application packet; and
- correspondence on agency letterhead signed by the agency head or designee containing the following:
 - statement that the request for an alias SSN is for a lawful purpose in furtherance of authorized law enforcement investigations; and
 - disclosure of the true identity associated with the alias SSN.

The Florida Department of Law Enforcement shall:

- review requests for alias SSNs for completeness and to ensure that they comply with SSA requirements;
- provide reasons for SSA's approval or disapproval of requests for alias SSNs to Requesting Agency, as applicable;
- maintain secure files related to the use of SSNs by Requesting Agency;
- assist SSA with information requests related to alias SSNs assigned to Requesting Agency;
- ensure appropriate use of alias SSNs through oversight, guidance, periodic inspection and monitoring of the use of, and any activities associated with alias SSNs to minimize the risk of fraud and other inappropriate uses; and
- maintain alias SSNs and any associated cards in a secure location until they are no longer required.

V. FEES

- FDLE will pass all costs and fees assessed by SSA to process the issuance of alias SSNs to Requesting Agency.
- FDLE will state in the application packet that is forwarded to Requesting Agency the amount of such costs and fees.
- Requesting Agency agrees to submit a check, made payable to FDLE, for the amount requested to facilitate the issuance of alias SSNs.

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VI. REVOCATION

- FDLE reserves the right to revoke the use of an alias SSN, if, in its sole discretion, FDLE determines that the alias SSN is being used inappropriately, if a Receiving Agency personnel who is using the alias SSN has his/her privileges revoked by Receiving Agency, or if Receiving Agency fails to comply with requests for information within 30 calendar days.
- FDLE will provide written notice to Receiving Agency of the revocation and Receiving Agency will immediately cease use of the alias SSN.
- FDLE will return the affected alias SSN to SSA asking that the SSN be deactivated and it will no longer be assigned to Receiving Agency and will not be re-assigned or re-activated for Receiving Agency.

VII. RIGHT TO INSPECT

- After providing reasonable notice and according to procedures outlined by FDLE, FDLE will inspect, examine and make copies of any necessary files and related records (in whatever form they may be kept, whether written, electronic or other) pertaining to alias SSNs issued to Receiving Agency.
- FDLE shall establish procedures for an annual review of such records, and shall provide Requesting Agency with a copy of these procedures. On an annual basis, FDLE shall provide Requesting Agency with a list of alias SSNs for review. Upon receipt of this list, Requesting Agency will provide records associated with these alias SSNs as outlined in FDLE procedures. Requesting Agency shall also certify on an annual basis that all alias SSNs provided to Requesting Agency are only being used in an appropriate manner consistent with the official business of a law enforcement purpose. FDLE shall review the findings associated with these records.
- Requesting Agency agrees to establish and maintain a file system that readily identifies all uses of the alias SSN and the true identity associated with a particular alias SSN and includes a photocopy of the alias SSN card, the SS-5 form, the Individual Alias SSN Application, proof of citizenship, proof of identity, proof of employment, letter requesting the issuance of the alias SSN and a copy of the payment check.
- Requesting Agency agrees to maintain such records, together with any supporting or underlying documents and materials for a period of five (5) years after an alias SSN has been deactivated, or longer if required by law.

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- On no less than an annual basis, FDLE will contact Requesting Agency to determine whether any issued alias SSNs must be de-activated. If it is determined that an alias SSN must be de-activated, FDLE will take the steps necessary to de- activate the SSN.

VIII. CONFIDENTIALITY

- Requesting Agency will cause any personnel of Requesting Agency to keep, at all times, SSA's provision of alias SSNs, the use of alias SSNs by any other state and local law enforcement agencies and the existence of this MOU, confidential to the maximum extent allowable by law.
- Neither Requesting Agency nor any of its personnel will, without the prior written approval of FDLE release any information about: SSA's provision of alias SSNs, the use of alias SSNs by any other state and local law enforcement agencies or the existence of this MOU to any person or entity other than to Requesting Agency personnel known to need access to such matters in order to perform their duties, to the extent applicable by law.
- Upon termination of this MOU, Requesting Agency will provide copies of all records and copies of any information related to SSA's provision of alias SSNs, the use of alias SSNs by any other state and local law enforcement agencies and the existence of this MOU, in whatever form then existing, to an appropriate officer of FDLE. Such termination, even if occasioned by wrongful action by FDLE, will not affect Requesting Agency's, or their personnel's, continuing obligations to maintain confidentiality.
- Requesting Agency agrees to immediately report to FDLE any unauthorized disclosure or release of such information of which Requesting Agency becomes aware when such disclosure or release is in violation of the terms of this Paragraph.

IX. RELEASE OF INFORMATION

- Requesting Agency agrees to immediately notify FDLE of any and all requests for information that are received by Requesting Agency related to the SSA's provision of alias SSNs, the use of alias SSNs by other state and local law enforcement agencies and the existence of this MOU.
- The parties agree that FDLE will make the final determination concerning how such public information requests will be handled.

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- Requesting Agency will not make any disclosures or statements to the public or third party entities regarding the SSA's provision of alias SSNs, the use of alias SSNs by other state and local law enforcement agencies and the existence of this MOU without prior, written approval from FDLE.

X. MISCELLANEOUS

- This memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other person.
- Any dispute arising hereunder will be submitted to the FDLE Office of General Counsel for final resolution.
- This memorandum may be executed in counterparts.
- This MOU is in effect upon the last signature and will remain in effect until September 30, 2026, subject to annual review unless terminated by either party after such party provides 90 days advance, written notice to the other party.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

APPROVED AS TO FORM AND LEGALITY

J. Mark Glass
Executive Director, Florida Department of Law Enforcement

Date: _____

Agency: North Port Police Department _____

Agency Head Title: Todd R. Garrison, Chief of Police _____

Agency Head Signature: _____

Date: _____

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Alias Social Security Program**

(Additional Signature Page)

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY