

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute a memorandum of understanding between the Florida Department of Law Enforcement and Miami-Dade County, by and through the Miami-Dade Police Department, regarding the provision of alias Social Security Numbers, for an initial term expiring on December 31, 2021; and authorizing the County Mayor to exercise the termination provision contained therein, and to execute future Memoranda of Understanding with the Florida Department of Law Enforcement for the same purpose

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: October 5, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in cursive script that reads "Daniella Levine Cava".

Subject: Resolution Approving the Terms and Authorizing the Execution of a Memorandum of Understanding Between the Florida Department of Law Enforcement and Miami-Dade County Regarding the Provision of Alias Social Security Numbers

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution, approving the terms of and authorizing the County Mayor or County Mayor's designee to execute the Memorandum of Understanding (MOU) between the Florida Department of Law Enforcement (FDLE) and Miami-Dade County, by and through the Miami-Dade Police Department (MDPD), regarding the provision of alias Social Security Numbers (SSNs), for an initial term expiring on December 31, 2021. It is further recommended that the County Mayor or County Mayor's designee be authorized to execute future MOUs with FDLE, in substantially the form attached as Exhibit A, for the above-mentioned purpose.

Scope

This MOU will provide for countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the MOU with FDLE, and to exercise the termination provision contained therein. The County Mayor or County Mayor's designee is further authorized to execute future MOUs with FDLE, in substantially the form attached as Exhibit A, for the purpose of obtaining alias SSNs.

Fiscal Impact/Funding Source

For MDPD officers requiring alias SSNs, the MDPD will submit \$125.00 per officer to the Florida Department of Law Enforcement. These funds will come from the MDPD's General Fund.

Track Record/Monitor

In order to ensure compliance with the terms of the MOU, Chief George A. Perez, of the MDPD's Compliance and Standards Division, will track and monitor this item.

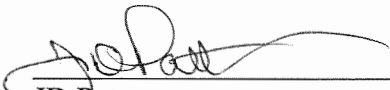
Background

Criminal investigations conducted by MDPD sworn officers are a complex, multi-step process that require employees to be cognizant of, operate within, and comply with federal, State, and local regulations so as not to prejudice the case or jeopardize the prosecution of the defendant(s). It is the policy of the MDPD to comply with the highest standards of legal and professional conduct when conducting a criminal investigation involving persons suspected of violating the law. Moreover, the MDPD recognizes that there are many situations in which the most effective, and

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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oftentimes, the only way to conduct investigations and obtain evidence is for the police officer to pose in a role enabling the officer to infiltrate a criminal enterprise. As such, there are instances when MDPD officers work in an undercover capacity, requiring alias credentialing.

Undercover operations range from those which are planned and executed in a short time, to longer-term investigation in which an undercover investigator may function in an established role on a full-time basis for an extended period of time. To ensure the safety of MDPD officers working in an undercover capacity, the use of false identities is required. Pursuant to the federal REAL ID Act that became effective on May 11, 2008, the Florida Department of Highway Safety and Motor Vehicles began requiring all customers to provide primary identification/legal presence, proof of SSNs, and proof of residential addresses in order to obtain driver's licenses or identification cards. The FDLE serves as the point of contact with the Social Security Administration for all local law enforcement agencies regarding the provision of alias SSNs. As the point of contact, the FDLE is responsible for the evaluation, submission, coordination and management of all requests made by any Florida law enforcement agency for alias SSNs. The MOU, labeled Exhibit A, establishes the responsibilities of the parties and the terms of the Alias Social Security Program.



JD Patterson
Chief Public Safety Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

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10-5-21

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, REGARDING THE PROVISION OF ALIAS SOCIAL SECURITY NUMBERS, FOR AN INITIAL TERM EXPIRING ON DECEMBER 31, 2021; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN, AND TO EXECUTE FUTURE MEMORANDA OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE SAME PURPOSE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of the Memorandum of Understanding, in substantially the form attached hereto as Exhibit A and made a part hereof, between the Florida Department of Law Enforcement and Miami-Dade County, by and through the Miami-Dade Police Department, regarding the provision of alias Social Security Numbers, for an initial term expiring on December 31, 2021.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Memorandum of Understanding with the Florida Department of Law Enforcement, and to exercise the termination provision contained therein.

Section 3. Authorizes the County Mayor or the County Mayor’s designee to execute future Memoranda of Understanding with the Florida Department of Law Enforcement, in substantially the form attached hereto as Exhibit A, for the purpose described in Section 1, and to exercise the termination provision contained therein.

The foregoing resolution was offered by Commissioner _____ , who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.



Anita Viciano Zapata

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 _____, 20____, by and between the Florida Department of Law Enforcement (FDLE) and _____ (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

Memorandum of Understanding on Provision of Alias Social Security Program

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
- 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)

Memorandum of Understanding on Provision of Alias Social Security Program

- Check made payable to FDLE in the amount designated in the application packet
- 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
 - 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
- 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

Memorandum of Understanding on Provision of Alias Social Security Program

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

Memorandum of Understanding on Provision of Alias Social Security Program

- 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

**Memorandum of Understanding on Provision of
Alias Social Security Program**

- 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 December 31, 2021, 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

Richard Swearingen
Executive Director, Florida Department of Law Enforcement

Date: _____

Agency: Miami-Dade County

Agency Head Title: Daniella Levine Cava, Mayor

Agency Head Signature: _____

Date: _____

Agency: Miami-Dade Police Department

Agency Head Title: Alfredo Ramirez III, Director

Agency Head Signature: _____

Date: _____