

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
GOODYEAR POLICE DEPARTMENT
REGARDING
PROVISION OF ALIAS SOCIAL SECURITY NUMBERS (SSN)**

This Memorandum of Understanding is entered into by and between the Arizona Department of Public Safety ("AZ DPS") and the Goodyear Police Department ("Agency"), collectively known herein as the "parties."

I. PURPOSE

The Social Security Administration (SSA) recognizes the need for law enforcement personnel to work in an undercover capacity. As part of their undercover activity, law enforcement officers occasionally need to hide their true identities and instead use an undercover identity, including an alias social security number (SSN).

The SSA has designated AZ DPS as the statewide law enforcement point of contact (POC) for all Arizona state and local law enforcement agencies regarding the provision of alias SSNs. Thus, the parties desire to enter into this Agreement for the provision of the alias SSNs and related support and services.

II. AUTHORITY

The AZ DPS is an agency of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. § 41-1713.

III. RESPONSIBILITIES OF THE PARTIES

A. AZ DPS agrees to:

1. Designate a POC to liaison with the SSA and facilitate, coordinate and manage the provision of the alias SSNs, reassignment of alias SSNs, and related support and services to the Agency.
2. Notify the Agency of any changes regarding the SSA POC.
3. Establish appropriate procedures to receive, handle and process requests for alias SSNs from the Agency.
4. Review requests for alias SSNs submitted by the Agency for completeness in accordance with the terms of this agreement and SSA's requirements.
5. Maintain Social Security records of the alias SSNs and true identity information in order to maintain and protect the cover of individuals to whom alias SSNs are issued and to protect the integrity of the Social Security programs.

6. Before submitting requests to SSA, review requests for alias SSNs from the Agency for compliance with applicable legal authorities (state, local and federal law) and to ensure that requested alias SSNs will be used for lawful purposes in furtherance of authorized law enforcement activities.
7. Provide reasons for SSA's approval or disapproval of requests for alias SSNs to the Agency.
8. Conduct periodic audits of alias SSNs issued to the Agency.

B. Agency agrees to:

1. Provide AZ DPS with proof of the agency's authority to use false identities.
2. Use the false identities only for lawful purposes in furtherance of a lawful law enforcement activity.
3. Provide AZ DPS with the true identities of the recipients of the alias SSNs.
4. Provide AZ DPS with a POC to facilitate, coordinate and manage all alias SSNs associated with its personnel.
5. Notify AZ DPS of any changes regarding the POC.
6. Before submitting requests to AZ DPS, review each request for compliance with applicable law and ensure that the requested alias SSN(s) will be used for lawful purposes in furtherance of authorized law enforcement activities.
7. Immediately notify AZ DPS, through the designated POC, of any activity that could affect SSA or SSA's provision of the alias SSNs program.
8. Maintain files related to the use of alias SSNs.
9. Assist AZ DPS and SSA with information requests related to the alias SSNs provided under this agreement.
10. Cooperate with AZ DPS on all audits and follow-up reviews pertaining to the issuance or maintenance of alias SSNs.
11. Ensure appropriate use of alias SSNs through supervisor oversight, training, periodic inspection, interagency oversight, and monitoring the use of, and any activities associated with, the alias SSNs to minimize the risk of fraud and other inappropriate uses.

12. Notify AZ DPS and SSA of any earnings, that the Agency becomes aware, that are posted to an alias SSN and of any benefits, of which the Agency becomes aware, that are being claimed on an alias SSN.
13. Work with AZ DPS and SSA to reconcile earnings on alias SSNs issued to the Agency with the Internal Revenue Service.
14. Maintain alias SSNs and any associated SSN cards in a secure location until they are no longer required, at which time the Agency will so inform AZ DPS.
15. Limit the number of active alias SSNs assigned to each true identity to the minimum required for operational necessity.

C. Issuance and reassignment of alias SSNs

1. To request SSA issue or reassign an alias SSN, the Agency will submit to AZ DPS the following:
 - a. A written statement certifying that the request supports a lawful purpose in furtherance of an authorized law enforcement activity, the true identity of the person associated with the alias SSN, and the legal authority for using false identities in law enforcement.
 - b. A completed *Individual Alias SSN Application and Certification – Initial* for an alias SSN (Attachment A), or a completed *Individual Alias SSN Application and Certification – Reassignment* for a request that SSA reassigns to another identity an alias SSN previously issued to the Agency. (Attachment B);
 - c. A completed Social Security Administration Form SS-5 (Attachment C);
 - d. Identity documents, as required by SSA, authenticating the true identity of the person for whom the Agency requests SSA to assign or reassign an alias SSN, as follows:
 - i. Proof of citizenship (Birth certificate or U.S. Passport);
 - ii. Proof of identity (Driver's License or U.S. Passport);
 - iii. Proof of employment (Law Enforcement Identification);
2. If, after receipt of an alias SSN from SSA, the Agency determines it will not immediately use the alias SSN but may use it in the future, the Agency will so inform AZ DPS. The Agency will retain the physical SSN card until such time as the Agency needs to use it. When the Agency decides to use the alias SSN operationally, the Agency will request that AZ DPS reassign the SSN to another identity and provide AZ DPS with the information required in paragraph III.C.1, above.

3. If, after receipt of an alias SSN from SSA, the Agency determines it will never operationally use the alias SSN, the Agency will so inform AZ DPS and AZ DPS will notify SSA to remove all personally identifiable information associated with the SSN. At that point, the SSN will no longer be available for future use by the Agency.
4. In the event the Agency decides to reassign an alias SSN to another identity, the Agency will submit a request to AZ DPS for reassignment in accordance with the procedures set forth in paragraph III.C.1, above.
5. When the Agency determines a particular alias SSN will never again be used, the Agency will notify AZ DPS and return the alias SSN and SSN card as directed by AZ DPS. AZDPS will notify SSA to remove all personally identifiable information associated with the SSN. At that point, the SSN will no longer be available for future use by the Agency.
6. The Agency will send requests for assignment or reassignment of alias SSNs to AZ DPS via secure means, either in person or by an approved courier or mail service.

D. Funding

1. The Agency will reimburse AZ DPS for all reimbursable costs incurred by AZ DPS for operations and services performed by AZ DPS on behalf of the Agency under this Agreement. No fiscal obligation is created through the execution of this Agreement. A fiscal obligation arises only when the Agency submits an Individual Alias SSN Application and Certification. The Agency agrees to submit a voucher made payable to AZ DPS as applicable for the amount provided by the terms stated in the invoice.

IV. CONFLICT OF INTEREST

This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

V. ARBITRATION

The parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting any applicable administrative review, to the extent required by A.R.S. § 12-1518.

VI. E-VERIFY

In accordance with A.R.S. § 41-4401, the Agency warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214.

VII. NON-AVAILABILITY OF FUNDS

Non-availability of funds. In accordance with A.R.S. § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, the State may terminate the Agreement at the end of the period for which funds are available. No liability shall accrue to State in the event this provision is exercised, and State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. NON-DISCRIMINATION

In accordance with A.R.S. § 41-1461, et seq., the Agency shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation the Agency shall comply with the Americans with Disabilities Act.

IX. EFFECTIVE DATE, DURATION, and RENEWAL

This Agreement will be effective upon the date last signed and shall remain in full force and effect for a period of five (5) years.

This Agreement may be renewed for successive additional one (1) year periods for up to (5) years upon mutual consent of the parties.

X. TERMINATION

Either party may, at any time, terminate this Agreement by giving not less than sixty (60) days written notice to the other party.

STATE OF ARIZONA

BY: 
Colonel Jeffrey Glover, Director
Arizona Department of Public Safety

DATE: 7/24/24

GOODYEAR POLICE DEPARTMENT

BY: _____
Wynette Reed
Goodyear City Manager

DATE: _____

Memorandum of Understanding- Provision of Alias SSN
DPS Contract No. 2019-106-R1
Arizona Department of Public Safety / Goodyear Police Department

Attest:

Approved as to Form:

Darcie McCracken, City Clerk

Roric Massey, City Attorney