

DEPARTMENT OF MOTOR VEHICLES
GOVERNMENT REQUESTER ACCOUNT APPLICATION
FOR CALIFORNIA COURTS, TAX COLLECTORS, AND PARKING/TOLL AGENCIES

PART I – Application – PLEASE PRINT CLEARLY IN INK OR TYPE

SECTION 1 — TYPE OF APPLICATION

CHECK ONE (1) BOX ONLY:

- ☐ **Original**
- ☐ **Renewal** — Provide current Requester (Court/Tax/Parking/Toll Update/Inquiry) Code(s): _____
- ☐ **Change(s)** to Existing Account — Provide current (Court/Tax/Parking/Toll Update/Inquiry) Code(s): _____

IMPORTANT: TO AVOID PROCESSING DELAYS, READ ALL INSTRUCTIONS PRIOR TO COMPLETING FORM.

SECTION 2 — AGENCY INFORMATION

CHECK ONE (1) BOX ONLY FOR THE TYPE OF GOVERNMENT AGENCY:

- ☐ Federal ☐ State ☐ City ☐ County ☐ Special District

CHECK ONE (1) BOX ONLY FOR THE TYPE OF GOVERNMENT UPDATE AGENCY:

- ☐ Courts ☐ Tax Collector ☐ Parking and Toll Agency (Including Law Enforcement Agencies that process parking citations)

NAME OF AGENCY		DIVISION/PROGRAM THAT WILL REQUEST DEPARTMENT INFORMATION			
AGENCY WEBSITE ADDRESS OR INDICATE "NONE"		AGENCY PUBLIC CONTACT TELEPHONE NUMBER ()			
NAME AND TITLE OF THE PERSON FOR DMV CONTACT		PRIVATE TELEPHONE NUMBER ()	EMAIL		
ALTERNATE NAME AND TITLE OF THE PERSON FOR DMV CONTACT		ALT. PRIVATE TELEPHONE NUMBER ()	EMAIL		
AGENCY STREET ADDRESS (PHYSICAL LOCATION)	CITY	COUNTY	STATE	ZIP CODE	
AGENCY MAILING ADDRESS OR INDICATE "SAME"	CITY	COUNTY	STATE	ZIP CODE	
RECORD STORAGE PHYSICAL ADDRESS OR INDICATE "SAME"	CITY	COUNTY	STATE	ZIP CODE	
ADDRESS TO SEND REVENUE CHECK IF DMV COLLECTS FEES ON YOUR AGENCY'S BEHALF OR INDICATE "SAME"	CITY	COUNTY	STATE	ZIP CODE	

SECTION 3 — PURPOSE OF ACCOUNT

1. **UPDATE AND INQUIRY** – Check the box for each DMV record your Agency wants to update. Explain the purpose of update and inquiry below:

a. <input type="checkbox"/> Vehicle/Vessel Registration (VR)	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF UPDATE	
PURPOSE OF INQUIRY	
b. <input type="checkbox"/> Driver License/Identification Card (DL/ID)	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF UPDATE	
PURPOSE OF INQUIRY	



SECTION 3 — PURPOSE OF ACCOUNT *(continued)*

2. **INQUIRY ONLY** – Check each box if your Agency is applying for authorization to request and obtain DMV record information to carry out your governmental functions. Explain the purpose of inquiry below:

a. ☐ **Occupational License (OL)**

PURPOSE OF INQUIRY

DMV USE ONLY

Purpose Approved?

☐ Yes ☐ No

Is residence address necessary to perform this function? ☐ Yes ☐ No

b. ☐ **Financial Responsibility (FR) - paper/hardcopy only (once approved, contact FR Unit at 916-657-6677 to request SR 1 accident information).**

PURPOSE OF INQUIRY

DMV USE ONLY

Purpose Approved?

☐ Yes ☐ No

Is residence address necessary to perform this function? ☐ Yes ☐ No

SECTION 4 — ACCESS METHOD(S)

CHECK ALL THAT APPLY:


☐ **Paper/Hardcopy:** Manual Process (Allow 7 to 14 working days)

☐ **Secure File Transfer (SFT):** Batch (Overnight) **Contact: CPDADU@DMV.CA.GOV** for further information.

☐ **Direct Access:** (Requires Network Connection) **Contact: CPDEAAU@DMV.CA.GOV** for further information.

PART II – Agreement – READ EACH SECTION CAREFULLY

SECTION 5 — GENERAL PROVISIONS

1. This Application/Agreement, hereinafter referred to as "Agreement", is between the State of California, Department of Motor Vehicles (DMV), hereinafter referred to as the "Department", and the Government Agency identified in Part I, hereinafter referred to as the "Requester", for the purpose of the Department providing information from its files for Government Agency use.
2. The term of this Agreement shall be for forty-eight (48) months from the approval date and renewable at forty eight (48) month intervals thereafter.
3. This Agreement is subject to any restrictions, limitations, or provisions enacted by the California State Legislature which may affect the provisions or terms set forth herein. The Requester is required to comply with the applicable statutes of the *California Vehicle Code (CVC)*, *California Code of Regulations (CCR)* Title 13, and *United States Code* Title 18.
4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. Requester shall not represent themselves as agents/employees of the Department. For the purposes of this Agreement, the "Requester" includes the Requester's employees, unless the context provides otherwise.
6. The Requester (Federal Government and Out-of-State Agencies/Requesters Only) agrees to pay for any loss, liability, or expense, including attorney fees, expert witness fees and court costs, which arises out of or relates to the Requester's acts or omissions regarding its obligations hereunder, where a final determination of liability on the part of the Requester is established by a court of law or where settlement has been agreed to by the Requester. This provision may not be construed to limit the Requester's rights, claims, or defenses which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Requester.
7. This Agreement is not assignable by the Requester, either in whole or in part, without prior written consent of the Department.
8.
 - a. Any promotional or informational material related to accessing the Department's records shall be accurate and consistent with the terms of this Agreement and shall only contain factual statements relating to the purpose and condition of access.
 - b. Requester shall not use the logogram  in any advertising or other agency business materials used in the business of the Requester. Advertising shall neither state nor imply that there is any official connection between the Department and the Requester, or that the Department has sanctioned or approved of either the advertisement or the Requester's service.
9.
 - a. If the Authorized Representative, designee responsible for the administration of the account, the DMV contact person, agency address, or any other changes of information occur in Part I of this Agreement, notification shall be submitted, in writing, within ten (10) business days on Government Requester Account Application (INF 1130 A) or Agency Letterhead to the address below.
 - b. Requester shall notify the DMV, in writing, within ten (10) business days of any intended or actual closure of the Government Agency Requester Account.



SECTION 6 — INFORMATION USE

1. Requester shall not use the Department's records for any purpose except for that which has been approved by the Department in Part I.
2. When a non-law enforcement agency receives information from the Department's records that indicates a vehicle or vessel has a Department of Justice (DOJ) "stop", the Requester shall immediately notify local law enforcement of its location, if known.
3. Pursuant to California Government Code §3, Chapter 17.25 (commencing with §7284,) federal, state, or local law enforcement agencies shall not use any non-criminal history information contained within these databases for immigration enforcement purposes. 'Immigration enforcement' includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in entry, or reentry to, or employment in, the United States. [Government Code §7284.4, sub. (f)]. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §1373 and §1644.

SECTION 7 — GENERAL SECURITY REQUIREMENTS

1. Requester shall maintain the security and integrity of the information it receives. A violation of any provision(s) of the Agreement, whether by omission or commission, may result in suspension or termination of service to Requester.
2. Requester shall ensure compliance with all the security provisions of this Agreement. If misuse or inappropriate access is suspected or confirmed, Requester shall notify the DMV, by telephone, at (916) 657-7732 within one (1) business day. A written notification containing all facts therein shall be prepared by the Requester within three (3) business days and mailed to the Department at the address below.
3. In the event of any breach of the security of the Requester's system or database containing the personal information of California residents, the Requester shall bear all responsibility for providing notice of the breach to the affected residents as required by *California Civil Code Section 1798.29*. The Requester shall bear all costs associated with providing this notice. In addition, the Requester agrees to comply with all federal and California state law, including all the provisions of the California statutes and Title 13 of the CCR.
4.
 - a. Requester shall require every employee and the system administrator having direct or incidental access to the Department's records to sign a copy of the Information Security Statement (INF 1128). The INF 1128 is required upon initial authorization for access to the Department's records and annually thereafter. The Requester's signed statement(s) shall be maintained on file at Requester's work site for at least two years following the deactivation or termination of the authorization and shall be available to the Department upon demand.
 - b. Requester shall restrict the use and knowledge of requester codes and operational manuals to employees who have signed an INF 1128.
 - c. Requester shall maintain a current list of names of persons authorized to access Department's records. This list shall be available to the Department upon demand.
5. Access terminals and modems shall not be left unattended while in active session unless secured by a locking device that prevents entry or receipt of information, or are placed in a locked room that is not accessible to unauthorized persons.
6. Video terminals, printers, hardcopy printouts, or any other form of duplication of Department's approved records located in public access areas shall be placed so that the records shall not be viewed by the public or other unauthorized persons.
7. All information received from the Department's files must be destroyed once its legitimate use has ended. The method of destruction for the Department's records will be conducive to the type of record requested and in a manner that cannot be reproduced or identified in any physical or electronic form.
8. Requester shall not disclose its department assigned requester code, either orally or in writing, to anyone who is not in the direct employ of the Requester and has not signed the INF 1128 other than a department approved Service Provider (Vendor or Agent).
9. Requester shall not sell, retain, distribute, provide, or transfer any record information or portion of the record information acquired under this Agreement except as authorized by the Department.

SECTION 8 — RESIDENCE ADDRESS ACCESS AUTHORITY

1. Requester shall protect the confidentiality of any residence address received from the Department's records pursuant to CVC §1808.47. Requester's employees shall not obtain or use any confidential or restricted records for any purpose other than the reason set forth and authorized by the Department.
2. Requester may release residence or mailing address information to an individual, other than an employee, who is acting on behalf of the Requester provided an agreement acknowledging the confidentiality of residence address information pursuant to CVC §1808.47 is signed by the individual with whom the Requester has contracted services.

SECTION 9 — AUDIT AND LOG REQUIREMENTS

1. Requester's documentation supporting the reason for inquiry, including but not limited to, transaction details, and computer software/programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review, or audit by the Department or its designee for a period of two years from the date of the request.
2. Requester agrees to accommodate the Department's request for an inspection, review, or audit immediately upon request from the Department or the Department's representative and to allow on-site audits during regular business hours.
3. Requester pursuant to CCR, Title 13, Article 5, §350.46(c), shall maintain a monthly record of each request for information for a period of two (2) years from the date of the request. The record shall include the date of the request, the requester code, type of information requested, points of identification used for the request, and the purpose for which the request was made.



SECTION 10 — SIGNATURE REQUIREMENTS

I hereby acknowledge that I am an authorized representative of the agency named in Part I, and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of the Department's record information. I have read and agree to the provisions contained herein and shall be responsible for the orientation, training, and supervision of persons authorized to access the Department's record information.

I understand that false or misleading answers are cause for denial of this Agreement and/or termination of any access agreement granted. I understand that if this application for requester account is approved, I will be required to conform to the statements presented within. This Agreement specifies the terms and conditions of our relationship. Any deviations will be considered by the DMV as misuse and may result in both revocation of the account and refusal of subsequent applications. I understand that according to provisions of the CVC §1808.45, the willful, unauthorized disclosure of information from any department record for a purpose other than the one stated in the request, or the use of any false report to obtain information from any department record, or the sale or other distribution of the information to a person or organization not disclosed in the request is a misdemeanor, punishable by a fine not exceeding \$5,000 or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment.

I understand that according to provisions of the CVC §1808.46, any person holding a requester code who directly or indirectly obtains information from the DMV using false representations or distributes restricted or confidential information to any person or uses the information for a reason not authorized or specified in this application is liable to the DMV for civil penalties up to \$100,000 and shall have their requester code privileges suspended for a period up to five (5) years or revoked.

SECTION 11 — AGENT – ONLY COMPLETE IF YOUR AGENCY USES A DATA PROCESSING AGENT/SERVICE CENTER TO PROCESS PARKING/TOLL CITATIONS (if not applicable, skip to SECTION 12)

NAME OF SOLE OWNER, PARTNERSHIP, LLP, LLC, CORPORATION OR ASSN

STREET ADDRESS (PHYSICAL LOCATION)

CITY

STATE

ZIP CODE

NAME OF AGENT

TELEPHONE NUMBER

AGENT REQUESTER CODE

()

EMAIL ADDRESS OF AGENT

1. The above named approved Requester hereby authorizes the above named Agent to access the DMV record information on its behalf to perform a specified business function. The Agent, as evidence of this authorization, shall provide a copy of this authorization to the DMV. A copy of the agreement between the Requester and the Agent shall be made available to the DMV upon request.

The Requester authorizes the Agent to use the DMV information only for the purpose(s) as specified on the Requester's approved requester account application.

2. The Requester acknowledges that misuse or compromise of their assigned requester code by the Agent could result in inactivation of their regular requester code. Requester has the option of allowing their Agent to use the Requester's current requester code, or have a separate code issued for specified Agent activity. If a separate Requester code is desired, a new application must be completed and returned to the DMV. Requester should contact the DMV for information or application forms.
3.
 - a. Requester acknowledges that utilizing an Agent does not absolve the Requester of any responsibility for compliance with the provisions of CVC §1808.21.
 - b. Requester also acknowledges that the information obtained cannot be used for the purposes of direct marketing and will instruct the Agent of this restriction.
4. Requester agrees to notify the DMV, in writing, at least two weeks prior to terminating the services of the Agent. Notices should be sent to the address listed below.
5. If the Requester becomes aware of misuse of DMV information by the Agent, Requester must notify the DMV immediately at (916) 657-7732.
6. RESIDENCE ADDRESS INFORMATION

Requester acknowledges that, pursuant to CVC §1808.21, any residence address contained within any California DMV record is confidential information. Requester has also read and understands the following provisions of CVC §1808.47:

"Any person who has access to confidential or restricted information from the department shall establish procedures to protect the confidentiality of those records. If confidential or restricted information is released to any agent of a person authorized to obtain information, the person shall require the Agent to take all steps necessary to ensure confidentiality and prevent the release of any information to a third party. No Agent shall obtain or use any confidential or restricted records for any purpose other than the reason the information was requested."

Requester understands, acknowledges, and will instruct Agent that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to CVC §§1808.45 and 1808.46 and the Federal Driver's Privacy Protection Act (18 USC 2721-2725).



SECTION 11 — AGENT – ONLY COMPLETE IF YOUR AGENCY USES A DATA PROCESSING AGENT/SERVICE CENTER TO PROCESS PARKING/TOLL CITATIONS (if not applicable, skip to SECTION 12) (continued)

CERTIFICATION OF APPROVED REQUESTER

EXECUTED AT: CITY COUNTY STATE

PRINTED NAME AND TITLE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE	TELEPHONE NUMBER ()
SIGNATURE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE X	DATE

IMPORTANT: INFORMATION PROVIDED ON THIS FORM IS PUBLIC RECORD, UNLESS EXPRESSED OTHERWISE IN STATUTE. NO CONFIDENTIAL INFORMATION WILL BE RELEASED TO THE GENERAL PUBLIC. APPLICANT MUST RETAIN A COPY OF THIS AUTHORIZATION FOR THEIR RECORDS.

SECTION 12 — CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME AND TITLE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE	TELEPHONE NUMBER ()
SIGNATURE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE X	DATE

SECTION 13 — APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE

PRINT NAME AND TITLE	DATE
SIGNATURE X	

SUBMIT YOUR APPLICATION AND SUPPORTING DOCUMENTS TO:

CALIFORNIA COURTS, TAX COLLECTORS, AND PARKING/TOLL AGENCIES:

Department of Motor Vehicles
Information Policy and Liaison Branch, MS H171
PO Box 932345
Sacramento, CA 94232-3450

Phone: (916) 657-7732

or

Email:

Courts – JAGCOURT@DMV.CA.GOV
Tax Collectors – JAGLAW@DMV.CA.GOV
Parking Agencies – JAGPARKING@DMV.CA.GOV

