

DEPARTMENT OF MOTOR VEHICLES
GOVERNMENT REQUESTER ACCOUNT APPLICATION

PART I Application

PLEASE PRINT CLEARLY IN INK OR TYPE

SECTION 1 — TYPE OF APPLICATION (NOTE: CALIFORNIA COURTS, TAX COLLECTORS, AND PARKING/TOLL AGENCIES complete form INF 1130A)

CHECK ONE (1) BOX ONLY:

- ☐ **Original**
- ☐ **Renewal** — Provide current Requester Code(s): _____
- ☐ **Change(s)** to Existing Account — Provide current Requester Code(s): _____

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

SECTION 2 — AGENCY INFORMATION

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

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

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

- ☐ General Government (Skip Section 3) ☐ Law Enforcement Agency (Complete Section 3)

NAME OF AGENCY		DIVISION/PROGRAM THAT WILL REQUEST DEPARTMENT INFORMATION	
AGENCY WEBSITE ADDRESS OR INDICATE "NONE"		TELEPHONE NUMBER ()	FAX NUMBER ()
NAME AND TITLE OF THE PERSON FOR DMV CONTACT		TELEPHONE NUMBER ()	E-MAIL ADDRESS
STREET ADDRESS (PHYSICAL LOCATION)	CITY	COUNTY	STATE ZIP CODE
MAILING ADDRESS OR INDICATE "SAME"		RECORD STORAGE PHYSICAL ADDRESS	

SECTION 3 — LAW ENFORCEMENT AGENCY

- ☐ Agency employees as described in *California Penal Code* (PC) §830.1 through §830.5. Identify Section Number: _____
- ☐ City Attorney prosecuting misdemeanor actions under *Government Code* (GC) §41803.5.
- ☐ Attorney General ☐ District Attorney ☐ Public Defender ☐ Public Defender's Investigator
- ☐ Government employees having statutory authority to carry firearms **AND** execute warrants **AND** make arrests. Identify Statutory Authority; Code(s) and Section Number(s): _____
- ☐ Other: Identify Statutory Authority; Code and Section Number: _____

SECTION 4 — ACCESS METHOD(S) — Check ALL That Apply

- ☐ **Paper/Hardcopy:** Manual Process (Allow 7 to 14 working days)
- ☐ **Secure File Transfer Protocol (SFTP):** Batch (Overnight) **Contact: CPDADU@DMV.CA.GOV** for further information.
- ☐ **Direct Access:** (Requires Secure Network Connection) **Contact: CPDEAAU@DMV.CA.GOV** for further information.
- ☐ **CLETS:** If you are applying for a requester code in order to obtain access through the CA Law Enforcement Telecommunications System (CLETS), check this box.

SECTION 5 — PURPOSE OF ACCOUNT — INQUIRY ONLY

INQUIRY ONLY — If your Agency is applying for authorization to request and obtain DMV record information in order to carry out your governmental functions, check this box. Explain the purpose of inquiry below:

a. ☐ Vehicle/Vessel Registration (VR)	DMV USE ONLY Purpose Approved? ☐ Yes ☐ No
PURPOSE OF INQUIRY	
Is residence address necessary to perform this function? ☐ Yes ☐ No	

SECTION 5 — PURPOSE OF ACCOUNT — INQUIRY ONLY (continued)b. ☐ **Driver License/Identification Card (DL/ID)**

PURPOSE OF INQUIRY

DMV USE ONLY

Purpose Approved?

☐ Yes ☐ NoIs residence address necessary to perform this function? ☐ Yes ☐ Noc. ☐ **Occupational License (OL)**

PURPOSE OF INQUIRY

DMV USE ONLY

Purpose Approved?

☐ Yes ☐ NoIs residence address necessary to perform this function? ☐ Yes ☐ Nod. ☐ **Financial Responsibility (FR) - Available in paper/hardcopy only****See Instructions for more information.**

PURPOSE OF INQUIRY

DMV USE ONLY

Purpose Approved?

☐ Yes ☐ NoIs residence address necessary to perform this function? ☐ Yes ☐ No**PART II – Agreement – PLEASE READ EACH SECTION CAREFULLY****SECTION 6 — 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 (U.S.C)* 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. (Applies to Federal Government and Out-of-State Agencies/Requesters) — "The Requester 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.
- 8a. 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.
- 9a. 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) or Agency Letterhead to the following address:
Department of Motor Vehicles, Account Processing Unit—H221, P.O. Box 944231, Sacramento, CA 94244-2310
 - b. Requester shall notify the Account Processing Unit, in writing, (see address in 9a) within ten (10) business days of any intended or actual closure of the Government Agency Requester Account.

SECTION 7 — INFORMATION USE

1. Requester shall not use Department 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 Department records that indicates a vehicle or vessel has a Department of Justice (DOJ) "stop", Requester shall immediately notify local law enforcement of its location, if known.
3. Pursuant to GC §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. [GC §7284.4, subd. (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 8 — 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 Department's Information Policy and Liaison Section, by telephone, at (916) 657-5583 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 following address:
Department of Motor Vehicles, Information Policy and Liaison Section—H225, P. O. Box 942890, Sacramento, CA 94290-0890
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* (CCC) §798.29. 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 CCR Title 13.
- 4a. Requester shall require every employee and the system administrator having direct or incidental access to Department records to sign a copy of the Information Security Statement (INF 1128). The INF 1128 is required upon initial authorization for access to Department 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 Information Security Statement (INF 1128).
- c. Requester shall maintain a current list of names of persons authorized to access Department 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 approved records that are 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 Information Security Statement (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 9 — RESIDENCE ADDRESS ACCESS AUTHORITY

1. Requester shall protect the confidentiality of any residence address received from Department 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 10 — 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 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, §350.48(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 11 — SIGNATURE REQUIREMENTS

I hereby acknowledge that I am an authorized representative of the agency named in Part I, Section B and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of Department 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 Department record information.

I understand that false or misleading answers are cause for denial of an 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 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 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				DAYTIME TELEPHONE NUMBER ()
SIGNATURE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE X	CITY	COUNTY	STATE	DATE

SECTION 13 — APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE

PRINT NAME AND TITLE OF AUTHORIZED DMV REPRESENTATIVE	DATE
SIGNATURE X	

WHERE TO MAIL YOUR APPLICATION AND SUPPORTING DOCUMENTS

ALL AGENCIES (EXCEPT CALIFORNIA COURTS, TAX COLLECTORS, AND PARKING/TOLL AGENCIES):

Department of Motor Vehicles
Account Processing Unit – MS H221
PO Box 944231
Sacramento, CA 94244-2310
(916) 657-5564

CALIFORNIA COURTS, TAX COLLECTORS, AND PARKING/TOLL AGENCIES (USE FORM INF 1130A):

Department of Motor Vehicles
Information Policy and Liaison Branch
Attn: Court/Parking Coordinator – MS H171
P.O. Box 932345
Sacramento, CA 94323-3450