

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

SENATE BILL 650

By: Paxton

AS INTRODUCED

An Act relating to public utilities; defining term; requiring the governing body of a public utility to adopt a plan for components of maintenance and operation of public utilities; providing for contents of plan; specifying process for notice; allowing for public utilities to be in compliance upon approval of plan; authorizing certain state agencies to verify certain provisions of plan; preventing certain recovery of damages under certain circumstances; amending 51 O.S. 2021, Sections 152, as last amended by Section 111, Chapter 452, O.S.L. 2024, 154, and 155, as amended by Section 21, Chapter 228, O.S.L. 2022 (51 O.S. Supp. 2024, Sections 152 and 155), which relate to The Governmental Tort Claims Act; adding definition; increasing award amounts for certain claims; specifying certain accidents and occurrences; providing for the process and amounts awarded under certain circumstances; expanding exemptions for liability by the state or political subdivisions; updating statutory references and language; making language gender neutral; providing for codification; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 37-235 of Title 11, unless there is created a duplication in numbering, reads as follows:

1 A. As used in this section, "public utility" means a
2 municipally owned utility or other publicly owned utility providing
3 sewage services through a sanitary sewer system.

4 B. The governing body of the public utility shall adopt a plan
5 that includes, but is not limited to, the following:

6 1. Mapping and recordkeeping of a sanitary sewer system for
7 maintenance and operation of the system;

8 2. A policy of inspections, cleaning, and root control of sewer
9 lines that contains the following elements:

- 10 a. an inspection program of sewer lines to determine
11 whether sewage flows are clear, moderately occluded,
12 or severely occluded,
- 13 b. a program of routine maintenance of sewer lines, and
- 14 c. a treatment program for sewer lines identified as
15 having blockages due to root infiltration of which the
16 public utility has notice with root control through
17 either mechanical or chemical treatments;

18 3. A policy of responding to calls for sanitary sewer overflows
19 (SSO) to clear municipal sewer mains, flush with water and deodorize
20 the land upon which SSO has occurred, and remove SSO debris from
21 land upon which SSO has occurred;

22 4. Adoption of a "Fats, Oils, and Grease (FOG) Ordinance" that
23 makes unlawful the improper introduction of fats, oils, or grease
24 from nonresidential entities that are connected to the sanitary
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1 sewer system and incorporating pre-treatment regulations adopted by
2 the Department of Environmental Quality for such entities. Public
3 utilities shall periodically notify sanitary sewer system
4 participants and dischargers of the restrictions within this
5 paragraph;

6 5. Adoption of an ordinance requiring new construction or
7 remodels of existing buildings to be connected to the sanitary sewer
8 system, including the installation of a backflow prevention device
9 on the private service line connecting the structure to the sanitary
10 sewer main line;

11 6. Adoption of a policy that will notify private residential
12 property owners who are connected to the sanitary sewer system of
13 the option to provide additional personal protection through
14 installation of a backflow prevention system on the private service
15 line connecting the property to the sanitary sewer main line. At
16 the discretion of the governing body of the public utility, after
17 considering available funding, private residential property owners
18 connected to the sewer system may be offered public assistance with
19 installation and inspection of backflow prevention devices;

- 20 7. Adoption of a funding availability model that identifies:
- 21 a. the total revenue from ratepayers that can reasonably
22 be expected over a fiscal year,
 - 23 b. other funding sources from municipal revenues that can
24 reasonably be expected to be contributed to the

1 sanitary sewer system operations, maintenance, or
2 capital improvements,

3 c. external sources of funding from local, state,
4 federal, or tribal entities that could be available
5 for sanitary sewer system operations, maintenance, or
6 capital improvements, and

7 d. bonding capacities, whether revenue bonds or general
8 obligation bonds, that could be available for sanitary
9 sewer system operations, maintenance, or capital
10 improvements;

11 Funding availability models shall be reviewed at least every five
12 (5) years to include a rate study recommending reasonable rates for
13 those connected to the sanitary sewer system; and

14 8. Adoption of a five-year capital improvement plan that
15 considers dedication of funding available to:

16 a. repair or replace sanitary sewer lines that have been
17 identified as severely occluded,

18 b. repair or replace municipal sanitary sewer lift
19 stations necessary for the continued operation of the
20 system, and

21 c. access or purchase equipment for operation of the
22 municipal sanitary sewer system serving the citizens
23 of the municipality that are connected to the
24 municipal sanitary sewer system.

1 C. Notification as described in paragraphs 4 and 6 of
2 subsection B of this section shall be satisfied by annual
3 publication in a newspaper of general circulation within the service
4 area of the public utility, publication on the public utility
5 sponsored website, or annual inserts in ratepayer monthly utility
6 bills. Nothing in this subsection shall be construed to prohibit a
7 public utility from making multiple notifications to ratepayers in
8 the one-year period.

9 D. Public utilities that are in the process of implementing
10 policies prescribed in subsection B of this section for completion
11 and implementation within five (5) years of the effective date of
12 this act shall be considered in compliance with the provisions of
13 this section.

14 E. The Oklahoma Water Resources Board and other state agencies
15 that provide funding to public utilities for water and wastewater
16 improvements shall ensure the ranking structure for approval of
17 applications for funding accounts for the sustainability efforts of
18 systems that adopted the plans identified in this statute.

19 F. There shall be no right of recovery for personal injury from
20 a sanitary sewer overflow, provided that the utility charged with
21 operation of the sanitary sewer system is working to maintain its
22 sanitary sewer system in accordance with the guidance and criteria
23 promulgated by the governing body pursuant to subsection B of this
24 section and any criteria or guidelines promulgated by a governmental

1 entity under an interlocal cooperative pursuant to Section 1001 et
2 seq. of Title 74 of the Oklahoma Statutes, as such components are
3 determined by the governing body to be fiscally achievable
4 considering available revenue streams to the public utility to fund
5 the same. While those municipalities qualifying for relief under
6 this section shall be exempt from personal injury damage claims of
7 annoyance and inconvenience associated with a sanitary sewer
8 overflow that alleges a nuisance-based cause of action, nothing
9 herein shall otherwise prohibit a right of recovery for property
10 damages associated with a sanitary sewer overflow in accordance with
11 The Governmental Tort Claims Act.

12 SECTION 2. AMENDATORY 51 O.S. 2021, Section 152, as last
13 amended by Section 111, Chapter 452, O.S.L. 2024 (51 O.S. Supp.
14 2024, Section 152), is amended to read as follows:

15 Section 152. As used in The Governmental Tort Claims Act:

16 1. "Action" means a proceeding in a court of competent
17 jurisdiction by which one party brings a suit against another;

18 2. "Agency" means any board, commission, committee, department
19 or other instrumentality or entity designated to act in behalf of
20 the state or a political subdivision;

21 3. "Charitable health care provider" means a person who is
22 licensed, certified, or otherwise authorized by the laws of this
23 state to administer health care in the ordinary course of business
24 or the practice of a profession and who provides care to a medically
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1 indigent person, as defined in paragraph 9 of this section, with no
2 expectation of or acceptance of compensation of any kind;

3 4. "Claim" means any written demand presented by a claimant or
4 the claimant's authorized representative in accordance with ~~the~~ The
5 Governmental Tort Claims Act to recover money from the state or
6 political subdivision as compensation for an act or omission of a
7 political subdivision or the state or an employee;

8 5. "Claimant" means the person or the person's authorized
9 representative who files notice of a claim in accordance with The
10 Governmental Tort Claims Act. Only the following persons and no
11 others may be claimants:

- 12 a. any person holding an interest in real or personal
13 property which suffers a loss, provided that the claim
14 of the person shall be aggregated with claims of all
15 other persons holding an interest in the property and
16 the claims of all other persons which are derivative
17 of the loss, and that multiple claimants shall be
18 considered a single claimant,
- 19 b. the individual actually involved in the accident or
20 occurrence who suffers a loss, provided that the
21 individual shall aggregate in the claim the losses of
22 all other persons which are derivative of the loss, or
- 23 c. in the case of death, an administrator, special
24 administrator or a personal representative who shall

1 aggregate in the claim all losses of all persons which
2 are derivative of the death;

3 6. "Community health care provider" means:

- 4 a. a health care provider who volunteers services at a
5 community health center that has been deemed by the
6 U.S. Department of Health and Human Services as a
7 federally qualified health center as defined by 42
8 U.S.C., Section 1396d(1) (2) (B),
- 9 b. a health provider who provides services to an
10 organization that has been deemed a federally
11 qualified look-alike community health center, and
- 12 c. a health care provider who provides services to a
13 community health center that has made application to
14 the U.S. Department of Health and Human Services for
15 approval and deeming as a federally qualified look-
16 alike community health center in compliance with
17 federal application guidance, and has received
18 comments from the U.S. Department of Health and Human
19 Services as to the status of such application with the
20 established intent of resubmitting a modified
21 application, or, if denied, a new application, no
22 later than six (6) months from the date of the
23 official notification from the U.S. Department of
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1 Health and Human Services requiring resubmission of a
2 new application;

3 7. "Employee" means any person who is authorized to act in
4 behalf of a political subdivision or the state whether that person
5 is acting on a permanent or temporary basis, with or without being
6 compensated or on a full-time or part-time basis.

7 a. Employee also includes:

8 (1) all elected or appointed officers, members of
9 governing bodies and other persons designated to
10 act for an agency or political subdivision, but
11 the term does not mean a person or other legal
12 entity while acting in the capacity of an
13 independent contractor or an employee of an
14 independent contractor,

15 (2) from September 1, 1991, through June 30, 1996,
16 licensed physicians, licensed osteopathic
17 physicians and certified nurse-midwives providing
18 prenatal, delivery or infant care services to
19 State Department of Health clients pursuant to a
20 contract entered into with the State Department
21 of Health in accordance with paragraph 3 of
22 subsection B of Section 1-106 of Title 63 of the
23 Oklahoma Statutes but only insofar as services
24 authorized by and in conformity with the terms of

1 the contract and the requirements of Section 1-
2 233 of Title 63 of the Oklahoma Statutes, and
3 (3) any volunteer, full-time or part-time firefighter
4 when performing duties for a fire department
5 provided for in subparagraph j of paragraph 11 of
6 this section.

7 b. For the purposes of The Governmental Tort Claims Act,
8 the following are employees of this state, regardless
9 of the place in this state where duties as employees
10 are performed:

- 11 (1) physicians acting in an administrative capacity,
12 (2) resident physicians and resident interns
13 participating in a graduate medical education
14 program of the University of Oklahoma Health
15 Sciences Center, the College of Osteopathic
16 Medicine of Oklahoma State University, or the
17 Department of Mental Health and Substance Abuse
18 Services,
19 (3) faculty members and staff of the University of
20 Oklahoma Health Sciences Center and the College
21 of Osteopathic Medicine of Oklahoma State
22 University, while engaged in teaching duties,
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1 (4) physicians who practice medicine or act in an
2 administrative capacity as an employee of an
3 agency of the State of Oklahoma,

4 (5) physicians who provide medical care to inmates
5 pursuant to a contract with the Department of
6 Corrections,

7 (6) any person who is licensed to practice medicine
8 pursuant to Title 59 of the Oklahoma Statutes,
9 who is under an administrative professional
10 services contract with the Oklahoma Health Care
11 Authority under the auspices of the Oklahoma
12 Health Care Authority Chief Medical Officer, and
13 who is limited to performing administrative
14 duties such as professional guidance for medical
15 reviews, reimbursement rates, service
16 utilization, health care delivery and benefit
17 design for the Oklahoma Health Care Authority,
18 only while acting within the scope of such
19 contract,

20 (7) licensed medical professionals under contract
21 with city, county, or state entities who provide
22 medical care to inmates or detainees in the
23 custody or control of law enforcement agencies,

1 (8) licensed mental health professionals as defined
2 in Sections 1-103 and 5-502 of Title 43A of the
3 Oklahoma Statutes, who are conducting initial
4 examinations of individuals for the purpose of
5 determining whether an individual meets the
6 criteria for emergency detention as part of a
7 contract with the Department of Mental Health and
8 Substance Abuse Services, and

9 (9) licensed mental health professionals as defined
10 in Sections 1-103 and 5-502 of Title 43A of the
11 Oklahoma Statutes, who are providing mental
12 health or substance abuse treatment services
13 under a professional services contract with the
14 Department of Mental Health and Substance Abuse
15 Services and are providing such treatment
16 services at a state-operated facility.

17 Physician faculty members and physician staff of the
18 University of Oklahoma Health Sciences Center and the
19 College of Osteopathic Medicine of Oklahoma State
20 University not acting in an administrative capacity or
21 engaged in teaching duties are not employees or agents
22 of the state.

23 c. For the purposes of The Governmental Tort Claims Act,
24 employee shall include independent contractors and
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1 employees of independent contractors while actively
2 engaged in the transport of individuals in need of
3 initial assessment, emergency detention, or protective
4 custody as authorized by Section 1-110 of Title 43A of
5 the Oklahoma Statutes.

6 d. Except as provided in subparagraph b of this
7 paragraph, in no event shall the state be held liable
8 for the tortious conduct of any physician, resident
9 physician or intern while practicing medicine or
10 providing medical treatment to patients.

11 e. For purposes of The Governmental Tort Claims Act,
12 members of the state military forces on state active
13 duty orders or on Title 32 active duty orders are
14 employees of this state, regardless of the place,
15 within or outside this state, where their duties as
16 employees are performed;

17 8. "Loss" means death or injury to the body or rights of a
18 person or damage to real or personal property or rights therein;

19 9. "Medically indigent" means a person requiring medically
20 necessary hospital or other health care services for the person or
21 the dependents of the person who has no public or private third-
22 party coverage, and whose personal resources are insufficient to
23 provide for needed health care;

1 10. "Municipality" means any incorporated city or town, and all
2 institutions, agencies or instrumentalities of a municipality;

3 11. "Occurrence" means a loss arising out of an accident or
4 event or a continuous or repeated exposure to substantially the same
5 general harmful conditions. All losses arising out of an accident
6 or event or a continuous or repeated exposure to substantially the
7 same general harmful conditions shall be deemed to have arisen out
8 of one occurrence;

9 12. "Political subdivision" means:

- 10 a. a municipality,
11 b. a school district, including, but not limited to, a
12 technology center school district established pursuant
13 to Section 4410, 4411, 4420 or 4420.1 of Title 70 of
14 the Oklahoma Statutes,
15 c. a county,
16 d. a public trust where the sole beneficiary or
17 beneficiaries are a city, town, school district or
18 county. For purposes of The Governmental Tort Claims
19 Act, a public trust shall include:

- 20 (1) a municipal hospital created pursuant to Sections
21 30-101 through 30-109 of Title 11 of the Oklahoma
22 Statutes, a county hospital created pursuant to
23 Sections 781 through 796 of Title 19 of the
24 Oklahoma Statutes, or is created pursuant to a

1 joint agreement between such governing
2 authorities, that is operated for the public
3 benefit by a public trust created pursuant to
4 Sections 176 through 180.4 of Title 60 of the
5 Oklahoma Statutes and managed by a governing
6 board appointed or elected by the municipality,
7 county, or both, who exercises control of the
8 hospital, subject to the approval of the
9 governing body of the municipality, county, or
10 both,

11 (2) a public trust created pursuant to Sections 176
12 through 180.4 of Title 60 of the Oklahoma
13 Statutes after January 1, 2009, the primary
14 purpose of which is to own, manage, or operate a
15 public acute care hospital in this state that
16 serves as a teaching hospital for a medical
17 residency program provided by a college of
18 osteopathic medicine and provides care to
19 indigent persons, and

20 (3) a corporation in which all of the capital stock
21 is owned, or a limited liability company in which
22 all of the member interest is owned, by a public
23 trust,

- 1 e. for the purposes of The Governmental Tort Claims Act
2 only, a housing authority created pursuant to the
3 provisions of the Oklahoma Housing Authorities Act,
4 f. for the purposes of The Governmental Tort Claims Act
5 only, corporations organized not for profit pursuant
6 to the provisions of the Oklahoma General Corporation
7 Act for the primary purpose of developing and
8 providing rural water supply and sewage disposal
9 facilities to serve rural residents,
10 g. for the purposes of The Governmental Tort Claims Act
11 only, districts formed pursuant to the Rural Water,
12 Sewer, Gas and Solid Waste Management Districts Act,
13 h. for the purposes of The Governmental Tort Claims Act
14 only, master conservancy districts formed pursuant to
15 the Conservancy Act of Oklahoma,
16 i. for the purposes of The Governmental Tort Claims Act
17 only, a fire protection district created pursuant to
18 the provisions of Section 901.1 et seq. of Title 19 of
19 the Oklahoma Statutes,
20 j. for the purposes of The Governmental Tort Claims Act
21 only, a benevolent or charitable corporate volunteer
22 or full-time fire department for an unincorporated
23 area created pursuant to the provisions of Section 592
24 et seq. of Title 18 of the Oklahoma Statutes,

- 1 k. for purposes of The Governmental Tort Claims Act only,
2 an Emergency Services Provider rendering services
3 within the boundaries of a Supplemental Emergency
4 Services District pursuant to an existing contract
5 between the Emergency Services Provider and the State
6 Department of Health. Provided, however, that the
7 acquisition of commercial liability insurance covering
8 the activities of such Emergency Services Provider
9 performed within this state shall not operate as a
10 waiver of any of the limitations, immunities or
11 defenses provided for political subdivisions pursuant
12 to the terms of The Governmental Tort Claims Act,
- 13 l. for purposes of The Governmental Tort Claims Act only,
14 a conservation district created pursuant to the
15 provisions of the Conservation District Act,
- 16 m. for purposes of The Governmental Tort Claims Act,
17 districts formed pursuant to the Oklahoma Irrigation
18 District Act,
- 19 n. for purposes of The Governmental Tort Claims Act only,
20 any community action agency established pursuant to
21 Sections 5035 through 5040 of Title 74 of the Oklahoma
22 Statutes,
- 23 o. for purposes of The Governmental Tort Claims Act only,
24 any organization that is designated as a youth

1 services agency, pursuant to Section 2-7-306 of Title
2 10A of the Oklahoma Statutes,

3 p. for purposes of The Governmental Tort Claims Act only,
4 any judge presiding over a drug court, as defined by
5 Section 471.1 of Title 22 of the Oklahoma Statutes,

6 q. for purposes of The Governmental Tort Claims Act only,
7 any child-placing agency licensed by this state to
8 place children in foster family homes,

9 r. for purposes of The Governmental Tort Claims Act only,
10 a circuit engineering district created pursuant to
11 Section 687.1 of Title 69 of the Oklahoma Statutes,

12 s. for purposes of ~~the~~ The Governmental Tort Claims Act
13 only, a substate planning district, regional council
14 of government or other entity created pursuant to
15 Section 1001 et seq. of Title 74 of the Oklahoma
16 Statutes, and

17 t. for purposes of The Governmental Tort Claims Act only,
18 a regional transportation authority created pursuant
19 to Section 1370.7 of Title 68 of the Oklahoma Statutes
20 including its contract operator and any railroad
21 operating in interstate commerce that sells a property
22 interest or provides services to a regional
23 transportation authority or allows the authority to
24 use the property or tracks of the railroad for the

1 provision of public passenger rail service to the
2 extent claims against the contract operator or
3 railroad arise out of or are related to or in
4 connection with such property interest, services or
5 operation of the public passenger rail service.
6 Provided, the acquisition of commercial liability
7 insurance to cover the activities of the regional
8 transportation authority, contract operator or
9 railroad shall not operate as a waiver of any
10 liabilities, immunities or defenses provided pursuant
11 to the provisions of ~~the~~ The Governmental Tort Claims
12 Act,

13 and all their institutions, instrumentalities or agencies;

14 ~~12.~~ 13. "Scope of employment" means performance by an employee
15 acting in good faith within the duties of the employee's office or
16 employment or of tasks lawfully assigned by a competent authority
17 including the operation or use of an agency vehicle or equipment
18 with actual or implied consent of the supervisor of the employee,
19 but shall not include corruption or fraud;

20 ~~13.~~ 14. "State" means the State of Oklahoma or any office,
21 department, agency, authority, commission, board, institution,
22 hospital, college, university, public trust created pursuant to
23 Title 60 of the Oklahoma Statutes of which the State of Oklahoma is
24 the beneficiary, or other instrumentality thereof;

1 ~~14.~~ 15. "State active duty" shall be defined in accordance with
2 Section 801 of Title 44 of the Oklahoma Statutes;

3 ~~15.~~ 16. "State military forces" shall be defined in accordance
4 with Section 801 of Title 44 of the Oklahoma Statutes;

5 ~~16.~~ 17. "Title 32 active duty" shall be defined in accordance
6 with Section 801 of Title 44 of the Oklahoma Statutes; and

7 ~~17.~~ 18. "Tort" means a legal wrong, independent of contract,
8 involving violation of a duty imposed by general law, statute, the
9 Constitution of the State of Oklahoma, or otherwise, resulting in a
10 loss to any person, association or corporation as the proximate
11 result of an act or omission of a political subdivision or the state
12 or an employee acting within the scope of employment; provided,
13 however, a tort shall not include a claim for inverse condemnation.

14 SECTION 3. AMENDATORY 51 O.S. 2021, Section 154, is
15 amended to read as follows:

16 Section 154. A. The total liability of the state and its
17 political subdivisions on claims within the scope of The
18 Governmental Tort Claims Act, arising out of an accident or
19 occurrence happening after October 1, 1985, Section 151 et seq. of
20 this title, shall not exceed:

21 1. ~~Twenty-five Thousand Dollars (\$25,000.00)~~ Thirty-five
22 Thousand Dollars (\$35,000.00) for any claim or to any claimant who
23 has more than one claim for loss of property, including related
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1 consequential damages, arising out of a single act, accident, or
2 occurrence;

3 2. For physical injury from a municipal overflow or backup,
4 Five Thousand Dollars (\$5,000.00) per individual person occupying
5 the structure at the time of the occurrence not to exceed an
6 aggregate damage amount of Twenty Thousand Dollars (\$20,000.00) per
7 occurrence regardless of the number person affected by the
8 occurrence;

9 3. For nuisance, annoyance, or inconvenience damages from a
10 municipal sewer overflow or backup, Five Thousand Dollars
11 (\$5,000.00) per individual person occupying the structure at the
12 time of the occurrence not to exceed an aggregate damage amount of
13 Twenty Thousand Dollars (\$20,000.00) per occurrence regardless of
14 the number of persons affected by the occurrence;

15 4. Except as otherwise provided in this paragraph, ~~One Hundred~~
16 ~~Twenty-five Thousand Dollars (\$125,000.00) One Hundred Fifty~~
17 Thousand Dollars (\$150,000.00) to any claimant for a claim for any
18 other loss arising out of a single act, accident, or occurrence.

19 The limit of liability for the state or any city or county with a
20 population of three hundred thousand (300,000) or more according to
21 the latest Federal Decennial Census, or a political subdivision as
22 defined in subparagraph s of paragraph 11 of Section 152 of this
23 title, shall not exceed ~~One Hundred Seventy-five Thousand Dollars~~
24 ~~(\$175,000.00)~~ Two Hundred Thousand Dollars (\$200,000.00). Except

1 however, the limits of the liability for the University Hospitals
2 and State Mental Health Hospitals operated by the Department of
3 Mental Health and Substance Abuse Services for claims arising from
4 medical negligence shall be ~~Two Hundred Thousand Dollars~~
5 ~~(\$200,000.00)~~ Two Hundred Twenty-five Thousand Dollars
6 (\$225,000.00). For claims arising from medical negligence by any
7 licensed physician, osteopathic physician or certified nurse-midwife
8 rendering prenatal, delivery or infant care services from September
9 1, 1991, through June 30, 1996, pursuant to a contract authorized by
10 subsection B of Section 1-106 of Title 63 of the Oklahoma Statutes
11 and in conformity with the requirements of Section 1-233 of Title 63
12 of the Oklahoma Statutes, the limits of the liability shall be ~~Two~~
13 ~~Hundred Thousand Dollars~~ ~~(\$200,000.00)~~ Two Hundred Twenty-five
14 Thousand Dollars (\$225,000.00); ~~or~~

15 ~~3.~~ 5. One Million Dollars (\$1,000,000.00) for any number of
16 claims for indemnification pursuant to Section 162 of this title
17 arising out of a single occurrence or accident; or

18 6. One Million Two Hundred Fifty Thousand Dollars
19 (1,250,000.00) for any number of claims arising out of a single
20 occurrence or accident.

21 B. 1. Beginning on May 28, 2003, claims shall be allowed for
22 wrongful criminal felony conviction resulting in imprisonment if the
23 claimant has received a full pardon on the basis of a written
24 finding by the Governor of actual innocence for the crime for which

1 the claimant was sentenced or has been granted judicial relief
2 absolving the claimant of guilt on the basis of actual innocence of
3 the crime for which the claimant was sentenced. The Governor or the
4 court shall specifically state, in the pardon or order, the evidence
5 or basis on which the finding of actual innocence is based.

6 2. As used in paragraph 1 of this subsection, for a claimant to
7 recover based on "actual innocence", the individual must meet the
8 following criteria:

- 9 a. the individual was charged, by indictment or
10 information, with the commission of a public offense
11 classified as a felony,
- 12 b. the individual did not plead guilty to the offense
13 charged, or to any lesser included offense, but was
14 convicted of the offense,
- 15 c. the individual was sentenced to incarceration for a
16 term of imprisonment as a result of the conviction,
- 17 d. the individual was imprisoned solely on the basis of
18 the conviction for the offense, and
- 19 e. (1) in the case of a pardon, a determination was made
20 by either the Pardon and Parole Board or the
21 Governor that the offense for which the
22 individual was convicted, sentenced and
23 imprisoned, including any lesser offenses, was
24 not committed by the individual, or

1 (2) in the case of judicial relief, a court of
2 competent jurisdiction found by clear and
3 convincing evidence that the offense for which
4 the individual was convicted, sentenced and
5 imprisoned, including any lesser included
6 offenses, was not committed by the individual and
7 issued an order vacating, dismissing or reversing
8 the conviction and sentence and providing that no
9 further proceedings can be or will be held
10 against the individual on any facts and
11 circumstances alleged in the proceedings which
12 had resulted in the conviction.

13 3. A claimant shall not be entitled to compensation for any
14 part of a sentence in prison during which the claimant was also
15 serving a concurrent sentence for a crime not covered by this
16 subsection.

17 4. The total liability of the state and its political
18 subdivisions on any claim within the scope of The Governmental Tort
19 Claims Act arising out of wrongful criminal felony conviction
20 resulting in imprisonment shall not exceed One Hundred Seventy-five
21 Thousand Dollars (\$175,000.00).

22 5. The provisions of this subsection shall apply to convictions
23 occurring on or before May 28, 2003, as well as convictions
24 occurring after May 28, 2003. If a court of competent jurisdiction

1 finds that retroactive application of this subsection is
2 unconstitutional, the prospective application of this subsection
3 shall remain valid.

4 C. No award for damages in an action or any claim against the
5 state or a political subdivision shall include punitive or exemplary
6 damages.

7 D. When the amount awarded to or settled upon multiple
8 claimants exceeds the limitations of this section, any party may
9 apply to the district court which has jurisdiction of the cause to
10 apportion to each claimant the claimant's proper share of the total
11 amount as limited herein. The share apportioned to each claimant
12 shall be in the proportion that the ratio of the award or settlement
13 made to ~~him~~ each claimant bears to the aggregate awards and
14 settlements for all claims against the state or its political
15 subdivisions arising out of the occurrence. When the amount of the
16 aggregate losses presented by a single claimant exceeds the limits
17 ~~of paragraph 1 or 2~~ of subsection A of this section, each person
18 suffering a loss shall be entitled to that person's proportionate
19 share.

20 E. The total liability of resident physicians and interns while
21 participating in a graduate medical education program of the
22 University of Oklahoma College of Medicine, its affiliated
23 institutions and the Oklahoma State University College of
24 Osteopathic Medicine ~~and Surgery~~ shall not exceed ~~One Hundred~~

1 ~~Thousand Dollars (\$100,000.00)~~ One Hundred Twenty-five Thousand
2 Dollars (\$125,000.00).

3 F. The state or a political subdivision may petition the court
4 that all parties and actions arising out of a single accident or
5 occurrence shall be joined as provided by law, and upon order of the
6 court the proceedings upon good cause shown shall be continued for a
7 reasonable time or until such joinder has been completed. The state
8 or political subdivision shall be allowed to interplead in any
9 action which may impose on it any duty or liability pursuant to The
10 Governmental Tort Claims Act.

11 G. The liability of the state or political subdivision under
12 The Governmental Tort Claims Act shall be several from that of any
13 other person or entity, and the state or political subdivision shall
14 only be liable for that percentage of total damages that corresponds
15 to its percentage of total negligence. Nothing in this section
16 shall be construed as increasing the liability limits imposed on the
17 state or political subdivision under The Governmental Tort Claims
18 Act.

19 SECTION 4. AMENDATORY 51 O.S. 2021, Section 155, as
20 amended by Section 21, Chapter 228, O.S.L. 2022 (51 O.S. Supp. 2024,
21 Section 155), is amended to read as follows:

22 Section 155. The state or a political subdivision shall not be
23 liable if a loss or claim results from:

- 24 1. Legislative functions;

1 2. Judicial, quasi-judicial, or prosecutorial functions, other
2 than claims for wrongful criminal felony conviction resulting in
3 imprisonment provided for in Section 154 of this title;

4 3. Execution or enforcement of the lawful orders of any court;

5 4. Adoption or enforcement of or failure to adopt or enforce a
6 law, whether valid or invalid, including, but not limited to, any
7 statute, charter provision, ordinance, resolution, rule, regulation
8 or written policy;

9 5. Performance of or the failure to exercise or perform any act
10 or service which is in the discretion of the state or political
11 subdivision or its employees;

12 6. Civil disobedience, riot, insurrection or rebellion or the
13 failure to provide, or the method of providing, police, law
14 enforcement or fire protection;

15 7. Any claim based on the theory of attractive nuisance;

16 8. Snow or ice conditions or temporary or natural conditions on
17 any public way or other public place due to weather conditions,
18 unless the condition is affirmatively caused by the negligent act of
19 the state or a political subdivision;

20 9. Entry upon any property where that entry is expressly or
21 implied authorized by law;

22 10. Natural conditions of property of the state or political
23 subdivision;

1 11. Assessment or collection of taxes or special assessments,
2 license or registration fees, or other fees or charges imposed by
3 law;

4 12. Licensing powers or functions including, but not limited
5 to, the issuance, denial, suspension or revocation of or failure or
6 refusal to issue, deny, suspend or revoke any permit, license,
7 certificate, approval, order or similar authority;

8 13. Inspection powers or functions, including failure to make
9 an inspection, review or approval, or making an inadequate or
10 negligent inspection, review or approval of any property, real or
11 personal, to determine whether the property complies with or
12 violates any law or contains a hazard to health or safety, or fails
13 to conform to a recognized standard;

14 14. Any loss to any person covered by any workers' compensation
15 act or any employer's liability act;

16 15. Absence, condition, location or malfunction of any traffic
17 or road sign, signal or warning device unless the absence,
18 condition, location or malfunction is not corrected by the state or
19 political subdivision responsible within a reasonable time after
20 actual or constructive notice or the removal or destruction of such
21 signs, signals or warning devices by third parties, action of
22 weather elements or as a result of traffic collision except on
23 failure of the state or political subdivision to correct the same
24 within a reasonable time after actual or constructive notice.

1 Nothing herein shall give rise to liability arising from the failure
2 of the state or any political subdivision to initially place any of
3 the above signs, signals or warning devices. The signs, signals and
4 warning devices referred to herein are those used in connection with
5 hazards normally connected with the use of roadways or public ways
6 and do not apply to the duty to warn of special defects such as
7 excavations or roadway obstructions;

8 16. Any claim which is limited or barred by any other law;

9 17. Misrepresentation, if unintentional;

10 18. An act or omission of an independent contractor or
11 consultant or his or her employees, agents, subcontractors or
12 suppliers or of a person other than an employee of the state or
13 political subdivision at the time the act or omission occurred;

14 19. Theft by a third person of money in the custody of an
15 employee unless the loss was sustained because of the negligence or
16 wrongful act or omission of the employee;

17 20. Participation in or practice for any interscholastic or
18 other athletic contest sponsored or conducted by or on the property
19 of the state or a political subdivision;

20 21. Participation in any activity approved by a local board of
21 education and held within a building or on the grounds of the school
22 district served by that local board of education before or after
23 normal school hours or on weekends;

1 22. Use of indoor or outdoor school property and facilities
2 made available for public recreation before or after normal school
3 hours or on weekends or school vacations, except those claims
4 resulting from willful and wanton acts of negligence. For purposes
5 of this paragraph:

6 a. "public" includes, but is not limited to, students
7 during nonschool hours and school staff when not
8 working as employees of the school, and

9 b. "recreation" means any indoor or outdoor physical
10 activity, either organized or unorganized, undertaken
11 for exercise, relaxation, diversion, sport or
12 pleasure, and that is not otherwise covered by
13 paragraph 20 or 21 of this section;

14 23. Any court-ordered, Department of Corrections or county
15 approved work release program; provided, however, this provision
16 shall not apply to claims from individuals not in the custody of the
17 Department of Corrections based on accidents involving motor
18 vehicles owned or operated by the Department of Corrections;

19 24. The activities of the state military forces when on state
20 active duty orders or on Title 32 active duty orders;

21 25. Provision, equipping, operation or maintenance of any
22 prison, jail or correctional facility, or injuries resulting from
23 the parole or escape of a prisoner or injuries by a prisoner to any
24 other prisoner; provided, however, this provision shall not apply to

1 claims from individuals not in the custody of the Department of
2 Corrections based on accidents involving motor vehicles owned or
3 operated by the Department of Corrections;

4 26. Provision, equipping, operation or maintenance of any
5 juvenile detention facility, or injuries resulting from the escape
6 of a juvenile detainee, or injuries by a juvenile detainee to any
7 other juvenile detainee;

8 27. Any claim or action based on the theory of manufacturer's
9 products liability or breach of warranty, either expressed or
10 implied;

11 28. Any claim or action based on the theory of indemnification
12 or subrogation; provided, however, a political subdivision as
13 defined in subparagraph s of paragraph 11 of Section 152 of this
14 title may enter into a contract with a contract operator or any
15 railroad operating in interstate commerce that sells a property
16 interest or provides services to a regional transportation
17 authority, or allows the regional transportation authority to use
18 the railroad's property or tracks for the provision of public
19 passenger rail service, providing for the allocation of financial
20 responsibility, indemnification, or the procurement of insurance for
21 the parties for all types of claims or damages, provided that funds
22 have been appropriated to cover the resulting contractual obligation
23 at the time the contract is executed. The acquisition of commercial
24 liability insurance to cover the activities of the regional

1 transportation authority, contract operator or railroad shall not
2 operate as a waiver of any of the liabilities, immunities or
3 defenses provided for political subdivisions pursuant to the
4 provisions of The Governmental Tort Claims Act. A contract entered
5 into under this paragraph shall not affect rights of employees under
6 the Federal Employers Liability Act or the Federal Railway Labor
7 Act;

8 29. Any claim based upon an act or omission of an employee in
9 the placement of children;

10 30. Acts or omissions done in conformance with then current
11 recognized standards;

12 31. Maintenance of the state highway system or any portion
13 thereof unless the claimant presents evidence which establishes
14 either that the state failed to warn of the unsafe condition or that
15 the loss would not have occurred but for a negligent affirmative act
16 of the state;

17 32. Any confirmation of the existence or nonexistence of any
18 effective financing statement on file in the office of the Secretary
19 of State made in good faith by an employee of the office of the
20 Secretary of State as required by the provisions of Section 1-9-
21 320.6 of Title 12A of the Oklahoma Statutes;

22 33. Any court-ordered community sentence;

23 34. Remedial action and any subsequent related maintenance of
24 property pursuant to and in compliance with an authorized

1 environmental remediation program, order, or requirement of a
2 federal or state environmental agency;

3 35. The use of necessary and reasonable force by a school
4 district employee to control and discipline a student during the
5 time the student is in attendance or in transit to and from the
6 school, or any other function authorized by the school district;

7 36. Actions taken in good faith by a school district employee
8 for the out-of-school suspension of a student pursuant to applicable
9 Oklahoma Statutes; ~~or~~

10 37. Use of a public facility opened to the general public
11 during an emergency;

12 38. Flooding, backups, or stoppages of storm sewers or sanitary
13 sewers that are caused by unordinary rainfall events, considering
14 duration and intensity of the rainfall event, that results in flows
15 that exceed the design capacity of the sewer system;

16 39. Sanitary sewer overflows that have occurred on lines within
17 the sanitary sewer system where no report of a blockage, backup, or
18 overflow has been made to the political subdivision or utility
19 operator within the preceding three (3) years;

20 40. A sanitary sewer overflow occurring on private property,
21 provided that the utility operator is in compliance with Section 1
22 of this act. This paragraph shall not apply to claims for loss of
23 property; or

1 41. Any claims occurring within five (5) years after the
2 effective date of this act arising out of the maintenance and
3 operation of a public utility, which is deemed to be in compliance
4 with the provisions of Section 1 of this act.

5 SECTION 5. This act shall become effective November 1, 2025.

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