ENGROSSED HOUSE AMENDMENT
TO
ENGROSSED SENATE BILL NO. 387 By: Mazzei of the Senate

and

Sears of the House

[motor vehicle registration and titling - deleting authorization for certain plate - effective date]

AMENDMENT NO. 1. Strike the stricken title, enacting clause and entire bill and insert

"[motor vehicles – modifying certain provisions dealing with new motor vehicle dealers - requiring certain employees complete criminal history inquiry - deleting authorization for certain plate – authorizing criminal background check - 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 561.1 of Title 47, unless there is created a duplication in numbering, reads as follows:

In the exercise of its police powers and to accomplish the legislative findings and declaration in Section 561 of this title, this chapter and any amendments to this chapter from time to time shall apply only to all existing and future franchises.

SECTION 2. AMENDATORY 47 O.S. 2011, Section 562, is amended to read as follows:

Section 562. The following words, terms and phrases, when used in Sections 561 through 567, 572, 578.1, 579 and 579.1 of this title, shall have the meanings respectively ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Motor vehicle" means any motor-driven vehicle required to be registered under the Oklahoma Vehicle License and Registration Act except recreational vehicles, as defined in the Recreational Vehicle Franchise Act, all-terrain vehicles, utility vehicles, and motorcycles used exclusively for off-road use;

2. "New motor vehicle dealer" means any person, firm, association, corporation or trust not excluded by this paragraph who sells, offers for sale, advertises to sell, leases or displays new motor vehicles and holds a bona fide contract or franchise in effect with a manufacturer or distributor authorized by the manufacturer to make predelivery preparation of such vehicles sold to purchasers and to perform post-sale work pursuant to the manufacturer's or distributor's warranty. As used herein, "authorized predelivery

preparation" means the rendition by the dealer of services and safety adjustments on each new motor vehicle in accordance with the procedure and safety standards required by the manufacturer of the vehicle to be made before its delivery to the purchaser. "Performance of authorized post-sale work pursuant to the warranty", as used herein, means the rendition of services which are required by the terms of the warranty that stands extended to the vehicle at the time of its sale and are to be made in accordance with the safety standards prescribed by the manufacturer. The term includes premises or facilities at which a person engages only in the repair of motor vehicles if repairs are performed pursuant to the terms of a franchise and motor vehicle manufacturer's warranty. However, the term shall not include premises or facilities at which a new motor vehicle dealer or dealers within the area of responsibility of such dealer or dealers as defined in the manufacturer's franchise agreement of such dealer or dealers performs motor vehicle repairs pursuant to the terms of a franchise and motor vehicle manufacturer's warranty. For the purpose of Sections 561 through 567, 572, 578.1, 579 and 579.1 of this title, the terms "new motor vehicle dealer" and "new motor vehicle dealership" shall be synonymous. The term "new motor vehicle dealer" does not include:

a. receivers, trustees, administrators, executors, guardians or other persons appointed by or acting under judgment or order of any court,

b. public officers while performing or in operation of their duties, or

c. employees of persons, corporations or associations enumerated in subparagraph a of this paragraph when engaged in the specific performance of their duties as such employees;

3. "Motor vehicle salesperson" means any person who, for gain or compensation of any kind, either directly or indirectly, regularly or occasionally, by any form of agreement or arrangement, sells or negotiates for the sale of any new motor vehicle for any new motor vehicle dealer to any one or more third parties;

4. "Commission" means the Oklahoma Motor Vehicle Commission;

5. "Manufacturer" means any person, firm, association, corporation or trust, resident or nonresident, who manufactures or assembles new and unused motor vehicles or who engages in the fabrication or assembly of motorized vehicles of a type required to be registered in the State of Oklahoma;

6. "Distributor" means any person, firm, association, corporation or trust, resident or nonresident, who, being authorized by the original manufacturer, in whole or in part sells or distributes new and unused motor vehicles to motor vehicle dealers, or who maintains distributor representatives;

7. "Factory branch" means any branch office maintained by a person, firm, association, corporation or trust who manufactures or

assembles motor vehicles for the sale of motor vehicles to distributors, or for the sale of motor vehicles to motor vehicle dealers, or for directing or supervising, in whole or in part, its representatives;

8. "Distributor branch" means any branch office similarly maintained by a distributor for the same purposes a factory branch is maintained;

9. "Factory representative" means any officer or agent engaged as a representative of a manufacturer of motor vehicles or by a factory branch, for the purpose of making or promoting the sale of its motor vehicles, or for supervising or contacting its dealers or prospective dealers;

10. "Distributor representative" means any person, firm, association, corporation or trust and each officer and employee thereof engaged as a representative of a distributor or distributor branch of motor vehicles, for the purpose of making or promoting the sale of its motor vehicles, or for supervising or contacting its dealers or prospective dealers;

11. "Franchise" means any contract or agreement between a motor vehicle dealer and a manufacturer of a new motor vehicle or its distributor or factory branch by which the dealer is authorized to engage in the business of selling any specified make or makes of new motor vehicles <u>or any contract, agreement or amendment thereto that establishes rights or obligations, or both, relating to the dealer's</u>

new motor vehicle operation, including agreements relating to the dealership premises and/or facilities;

12. "New or unused motor vehicle" means a vehicle which is in the possession of the manufacturer or distributor or has been sold only to the holder of a valid selling agreement, franchise or contract, granted by the manufacturer or distributor for the sale of that make of new vehicle so long as the manufacturer's statement of origin has not been assigned to anyone other than a licensed franchised new motor vehicle dealer of the same line-make;

13. "Area of responsibility" means the geographical area, as designated by the manufacturer, factory branch, factory representative, distributor, distributor branch or distributor representative, in which the new motor vehicle dealer is held responsible for the promotion and development of sales and rendering of service for the make of motor vehicle for which the motor vehicle dealer holds a franchise or selling agreement;

14. "Off premises" means at a location other than the address designated on the new motor vehicle dealer's license;

15. "Sponsoring entity" means any person, firm, association, corporation or trust which has control, either permanently or temporarily, over the real property upon which the off-premise sale or display is conducted;

16. "Product" means new motor vehicles and new motor vehicle parts;

17. "Service" means motor vehicle warranty repairs including both parts and labor;

18. "Lead" means a consumer contact in response to a factory program designed to generate interest in purchasing or leasing a new motor vehicle;

19. "Sell or sale" means to sell or lease; and

20. "Factory" means a manufacturer, distributor, factory branch, distributor branch, factory representative or distributor representative, which manufactures or distributes vehicle products.

SECTION 3. AMENDATORY 47 O.S. 2011, Section 565, is amended to read as follows:

Section 565. A. The Oklahoma Motor Vehicle Commission may deny an application for a license, or revoke or suspend a license or impose a fine not to exceed Ten Thousand Dollars ($10,000.00) against a manufacturer or distributor or a fine not to exceed One Thousand Dollars ($1,000.00) against a dealer per occurrence that any provision of Sections 561 through 567, 572, 578.1, 579 and 579.1 of this title is violated or for any of the following reasons:

1. On satisfactory proof of unfitness of the applicant in any application for any license under the provisions of Section 561 et seq. of this title;

2. For any material misstatement made by an applicant in any application for any license under the provisions of Section 561 et seq. of this title;

3. For any failure to comply with any provision of Section 561 et seq. of this title or any rule promulgated by the Commission under authority vested in it by Section 561 et seq. of this title;

4. A change of condition after license is granted resulting in failure to maintain the qualifications for license;

5. Being a new motor vehicle dealer or new motor vehicle salesperson who:

a. has required a purchaser of a new motor vehicle, as a condition of sale and delivery thereof, to also purchase special features, appliances, accessories or equipment not desired or requested by the purchaser and installed by the dealer,

b. uses any false or misleading advertising in connection with business as a new motor vehicle dealer or vehicle salesperson,

c. has committed any unlawful act which resulted in the revocation of any similar license in another state,

d. has failed or refused to perform any written agreement with any retail buyer involving the sale of a motor vehicle,

e. has been convicted of a crime involving moral turpitude,

f. has committed a fraudulent act in selling, purchasing or otherwise dealing in new motor vehicles or has

misrepresented the terms and conditions of a sale, purchase or contract for sale or purchase of a new motor vehicle or any interest therein including an option to purchase such vehicle, or

g. has failed to meet or maintain the conditions and requirements necessary to qualify for the issuance of a license;

6. Being a new motor vehicle salesperson who is not employed as such by a licensed new motor vehicle dealer;

7. Being a new motor vehicle dealer who:

a. does not have an established place of business,

b. does not provide for a suitable repair shop separate from the display room with ample space to repair or recondition one or more vehicles at the same time, and which is equipped with such parts, tools and equipment as may be requisite for the servicing of motor vehicles in such a manner as to make them comply with the safety laws of this state and to properly fulfill the dealer's or manufacturer's warranty obligation,

c. does not hold a franchise in effect with a manufacturer or distributor of new or unused motor vehicles for the sale of the same and is not authorized by the manufacturer or distributor to render predelivery preparation of such vehicles sold

to purchasers and to perform any authorized post-sale work pursuant to the manufacturer's or distributor's warranty,

d. employs unlicensed salespersons, or employs or utilizes the services of used motor vehicle lots or dealers or other unlicensed persons in connection with the sale of new motor vehicles,

e. does not properly service a new motor vehicle before delivery of same to the original purchaser thereof, or

f. fails to order and stock a reasonable number of new motor vehicles necessary to meet customer demand for each of the new motor vehicles included in the new motor vehicle dealer's franchise agreement, unless the new motor vehicles are not readily available from the manufacturer or distributor due to limited production;

8. Being a factory that has:

a. either induced or attempted to induce by means of coercion or intimidation, any new motor vehicle dealer:

(1) to accept delivery of any motor vehicle or vehicles, parts or accessories therefor, or any other commodities including advertising material which shall not have been ordered by the new motor vehicle dealer,

(2) to order or accept delivery of any motor vehicle with special features, appliances, accessories or equipment not included in the list price of the motor vehicles as publicly advertised by the manufacturer thereof, or

(3) to order or accept delivery of any parts, accessories, equipment, machinery, tools, appliances or any commodity whatsoever, or

b. induced under threat or discrimination by the withholding from delivery to a motor vehicle dealer certain models of motor vehicles, changing or amending unilaterally the dealer's allotment of motor vehicles and/or withholding and delaying delivery of such vehicles out of the ordinary course of business, in order to induce by such coercion any such dealer to participate or contribute to any local or national advertising fund controlled directly or indirectly by the factory or for any other purposes such as contest, "give-aways" or other so-called sales promotional devices and/or change of quotas in any sales contest; or has required motor vehicle dealers, as a condition to receiving their vehicle allotment, to order a certain percentage of the vehicles with optional equipment not specified by the new motor vehicle

dealer; however, nothing in this section shall prohibit a factory from supporting an advertising association which is open to all dealers on the same basis;

9. Being a factory that:

a. has attempted to coerce or has coerced any new motor vehicle dealer to enter into any agreement or to cancel any agreement, or fails to act in good faith and in a fair, equitable and nondiscriminatory manner; or has directly or indirectly coerced, intimidated, threatened or restrained any motor vehicle dealer; or has acted dishonestly, or has failed to act in accordance with the reasonable standards of fair dealing,

b. has failed to compensate its dealers for the work and services they are required to perform in connection with the dealer's delivery and preparation obligations according to the agreements on file with the Commission which must be found by the Commission to be reasonable, or fail to adequately and fairly compensate its dealers for labor, parts and other expenses incurred by such dealer to perform under and comply with manufacturer's warranty agreements. ~~In determining whether the warranty compensation is~~

~~adequate~~ Adequate and fair~~, the Commission shall consider the amount that is charged by the dealer or dealers in their areas of responsibility to their nonwarranty work of like kind~~ compensation for parts shall be established by the dealer submitting to the manufacturer or distributor one hundred sequential nonwarranty customer-paid service repair orders which contain warranty-like parts, or sixty (60) consecutive days of nonwarranty customer-paid service repair orders which contain warranty-like parts, whichever is less, covering repairs made no more than one hundred eighty (180) days before the submission and declaring the average percentage markup. Adequate and fair compensation for labor shall be established by the dealer submitting to the manufacturer or distributor one hundred sequential customer-paid service repair orders which contain labor charges, or thirty (30) consecutive days of customer-paid service repair orders which contain labor charges, whichever is less. The average of the parts markup and/or labor rates shall be presumed to be fair and reasonable; however, a manufacturer or distributor may, not later than thirty (30) days after submission, rebut that presumption in writing by reasonably substantiating

that the rate is unfair and unreasonable in light of the practices of all other franchised motor vehicle dealers in the vicinity offering the same line-make vehicles. The retail rate shall go into effect thirty (30) days following the declaration, subject to audit of the submitted repair orders by the franchisor and a rebuttal of the declared rate as described above. If the declared rate is rebutted, the manufacturer or distributor shall propose an adjustment in writing of the average percentage markup based on that rebuttal not later than thirty (30) days after submission. If the dealer does not agree with the proposed average percentage markup, the dealer may file a protest with the Commission not later than thirty (30) days after receipt of that proposal by the manufacturer or distributor. In the event a protest is filed, the manufacturer or distributor shall have the burden of proof to establish the new motor vehicle dealer's submitted rate was unreasonable in light of the dealer's retail rates. A manufacturer or distributor may not recover its costs for reimbursement of warranty claims under this provision from any dealer. A manufacturer or distributor may not take any adverse action or

retaliate against any new motor vehicle dealer seeking to exercise its rights under this provision. All claims made by dealers for compensation for delivery, preparation and warranty work shall be paid within thirty (30) days after approval and shall be approved or disapproved within thirty (30) days after receipt. When any claim is disapproved, the dealer shall be notified in writing of the grounds for disapproval. The dealer's delivery, preparation and warranty obligations as filed with the Commission shall constitute the dealer's sole responsibility for product liability as between the dealer and manufacturer. A factory may reasonably and periodically audit a new motor vehicle dealer to determine the validity of paid claims for dealer compensation or any charge-backs for warranty parts or service compensation. Audits of warranty payments shall only be for the one-year period immediately following the date of the payment. A manufacturer shall reserve the right to reasonable, periodic audits to determine the validity of paid claims for dealer compensation or any charge-backs for consumer or dealer incentives. Audits of incentive payments shall only be for a one-year period

immediately following the date of the payment. A factory shall not deny a claim or charge a new motor vehicle dealer back subsequent to the payment of the claim unless the factory can show that the claim was false or fraudulent or that the new motor vehicle dealer failed to reasonably substantiate the claim by the written reasonable procedures of the factory. The factory shall provide written notice to a dealer with the specific audit results and proposed charge-back amount. A dealer that receives notice of a proposed charge-back pursuant to a factory's audit has the right to file a protest with the Commission within thirty (30) days after receipt of the notice of the charge-back or audit results, whichever is later. The factory is prohibited from implementing the charge-back or debiting the dealer's account until either the time frame for filing a protest has passed or a final adjudication is rendered by the Commission, whichever is later, ~~or~~

c. unreasonably fails or refuses to offer to its same line-make franchised dealers all models manufactured for that line-make, or unreasonably requires a dealer to pay any extra fee, purchase unreasonable

advertising displays or other materials, or remodel, renovate, or recondition the dealer's existing facilities as a prerequisite to receiving a model or series of vehicles. The failure to deliver any such new motor vehicle shall not be considered a violation of the section if the failure is not arbitrary or is due to lack of manufacturing capacity or to a strike or labor difficulty, a shortage of materials, a freight embargo or other cause over which the manufacturer has no control. However, this subparagraph shall not apply to recreational vehicles or limited production model vehicles,

d. requires or attempts to require a new motor vehicle dealer to construct a new facility or substantially renovate the new motor vehicle dealer's existing facility unless the facility construction or renovation is justified by the economic conditions existing at the time, as well as the reasonably foreseeable projections, in the automotive industry and the new motor vehicle dealer's relevant market and the factory agrees in writing to supply the dealer with a reasonable quantity and mix of additional new motor vehicles, which as determined by a reasonable analysis of

market conditions, are projected to meet the sales levels necessary to support the increased overhead incurred by the new motor vehicle dealer as a result of the construction or renovation. The factory has the burden to establish that the facility request is justified based on the reasons set forth herein,

e. requires or attempts to require a new motor vehicle dealer to establish or maintain an exclusive facility; provided, that this provision shall not restrict the terms of any agreement for such exclusive facility voluntarily entered into and supported by valuable consideration separate from the new motor vehicle dealer's right to sell and service motor vehicles for the franchisor,

f. requires or attempts to require a new motor vehicle dealer to enter into or maintain a site-control agreement covering any or all of the new motor vehicle dealer's facilities or premises; provided, that this provision shall not restrict the terms of any site-control agreement voluntarily entered into and supported by valuable consideration separate from the new motor vehicle dealer's right to sell and service motor vehicles

for the franchisor. Notwithstanding the foregoing or the terms of any site-control agreement, a site-control agreement automatically extinguishes if a franchise that operated from the location that was the subject of the site-control agreement is terminated by the factory as part of the discontinuance of a product line or otherwise terminated without good cause,

g. denies or attempts to deny a new motor vehicle dealer the benefit of any facility-based incentive payment or allowance if the new motor vehicle dealer has substantially complied with the factory's facility image program or requirements, or

h. denies or attempts to deny a new motor vehicle dealer the benefit of any facility-based incentive payment or allowance that is calculated on a per-vehicle basis, if the new motor vehicle dealer cannot comply with the factory's facility and/or image requirements due to state or local law or ordinance, or if the factory's facility and/or image requirements are not economically justified. A factory that refuses to provide the dealer with the benefit described herein possesses the burden to establish that the factory's facility and/or image requirements were feasible pursuant to state

or local law or ordinance and/or economically justified. This provision is not intended to prevent a factory from providing an incentive payment or allowance to a dealer on a lump-sum basis that is designed to reimburse the dealer either in whole or in part for the dealer's expenditures related to a factory-approved facility upgrade, renovation or alteration;

10. Being a factory that establishes a system of motor vehicle allocation or distribution which is unfair, inequitable or unreasonably discriminatory. Upon the request of any dealer franchised by it, a factory shall disclose in writing to the dealer the basis upon which new motor vehicles are allocated, scheduled and delivered among the dealers of the same line-make for that factory;

11. Being a factory that sells directly or indirectly new motor vehicles or services to any retail consumer in the state except through a new motor vehicle dealer holding a franchise for the line-make that includes the new motor vehicle. This paragraph does not apply to factory sales of new motor vehicles to its employees, family members of employees, retirees and family members of retirees, not-for-profit organizations or the federal, state or local governments. The provisions of this paragraph shall not preclude a factory from providing information to a consumer for the purpose of marketing or facilitating a sale of a new motor vehicle

or from establishing a program to sell or offer to sell new motor vehicles through participating dealers;

12. a. Being a factory which directly or indirectly:

(1) owns any ownership interest or has any financial interest in a new motor vehicle dealer or any person who sells products or services to the public,

(2) operates or controls a new motor vehicle dealer, or

(3) acts in the capacity of a new motor vehicle dealer.

b. (1) This paragraph does not prohibit a factory from owning or controlling a new motor vehicle dealer while in a bona fide relationship with a dealer development candidate who has made a substantial initial investment in the franchise and whose initial investment is subject to potential loss. The dealer development candidate can reasonably expect to acquire full ownership of a new motor vehicle dealer within a reasonable period of time not to exceed ten (10) years and on reasonable terms and conditions. The ten-year acquisition period may be expanded for good cause shown.

(2) This paragraph does not prohibit a factory from owning, operating, controlling or acting in the capacity of a motor vehicle dealer for a period not to exceed twelve (12) months during the transition from one dealer to another dealer if the dealership is for sale at a reasonable price and on reasonable terms and conditions to an independent qualified buyer. On showing by a factory of good cause, the Oklahoma Motor Vehicle Commission may extend the time limit set forth above; extensions may be granted for periods not to exceed twelve (12) months.

(3) This paragraph does not prohibit a factory from owning, operating or controlling or acting in the capacity of a motor vehicle dealer which was in operation prior to January 1, 2000.

(4) This paragraph does not prohibit a factory from owning, directly or indirectly, a minority interest in an entity that owns, operates or controls motor vehicle dealerships of the same line-make franchised by the manufacturer, provided that each of the following conditions are met:

(a) all of the motor vehicle dealerships selling the motor vehicles of that manufacturer in this state trade exclusively in the line-make of that manufacturer,

(b) all of the franchise agreements of the manufacturer confer rights on the dealer of the line-make to develop and operate, within a defined geographic territory or area, as many dealership facilities as the dealer and manufacturer shall agree are appropriate,

(c) at the time the manufacturer first acquires an ownership interest or assumes operation, the distance between any dealership thus owned or operated and the nearest unaffiliated motor vehicle dealership trading in the same line-make is not less than seventy (70) miles,

(d) during any period in which the manufacturer has such an ownership interest, the manufacturer has no more than three franchise agreements with new motor vehicle dealers licensed by the Oklahoma Motor Vehicle Commission to do business within the state, and

(e) prior to January 1, 2000, the factory shall have furnished or made available to prospective motor vehicle dealers an offering-circular in accordance with the Trade Regulation Rule on Franchising of the Federal Trade Commission, and any guidelines and exemptions issued thereunder, which disclose the possibility that the factory may from time to time seek to own or acquire, directly or indirectly, ownership interests in retail dealerships;

13. Being a factory which directly or indirectly makes available for public disclosure any proprietary information provided to the factory by a new motor vehicle dealer, other than in composite form to dealers in the same line-make or in response to a subpoena or order of the Commission or a court. Proprietary information includes, but is not limited to, information based on:

a. any information derived from monthly financial statements provided to the factory, and

b. any information regarding any aspect of the profitability of a particular new motor vehicle dealer;

14. Being a factory which does not provide or direct leads in a fair, equitable and timely manner. Nothing in this paragraph shall

be construed to require a factory to disregard the preference of a consumer in providing or directing a lead;

15. Being a factory ~~which used the customer~~ that accesses, obtains, views or otherwise uses dealership information or customer data maintained by the new motor vehicle dealer or on the dealer's management computer system without first obtaining prior express written permission from the dealer for such access, which permission may be withheld within the dealer's sole discretion. Before accessing, obtaining, viewing or otherwise using any dealership information or customer data as described herein, the factory must provide the dealer a detailed, written explanation of what dealership information and/or customer data the factory requests access to and how the factory intends to utilize the dealership information or customer data. Any permission given by the dealer as described herein shall be strictly limited to the intended use as provided by the factory's written notice. Notwithstanding the terms of any agreement, no factory shall use dealership information, including but not limited to the dealer’s customer list ~~of a new motor vehicle dealer~~ for the purpose of unfairly competing with dealers. Notwithstanding the terms of any agreement, no factory shall use a dealer’s, or former dealer’s, customer list without first obtaining prior express written permission from the dealer for such use and providing fair and adequate compensation to the dealer,

or former dealer, for the use of the customer list, which agreement shall be in the dealer's sole discretion;

16. Being a factory which prohibits a new motor vehicle dealer from relocating after a written request by such new motor vehicle dealer if:

a. the facility and the proposed new location satisfies or meets the written reasonable guidelines of the factory. Reasonable guidelines do not include exclusive use or site control unless agreed to as set forth in subparagraphs e and f of paragraph 9 of this subsection, ~~and~~

b. the proposed new location is within the area of responsibility of the new motor vehicle dealer pursuant to Section 578.1 of this title,

c. the factory has sixty (60) days from receipt of the new motor vehicle dealer's relocation request to approve or deny the request. The failure to approve or deny the request within the sixty-day time frame shall constitute approval of the request, and

d. within thirty (30) days of the factory's denial of a new motor vehicle dealer's relocation request, the new motor vehicle dealer has the right to file a protest with the Oklahoma Motor Vehicle Commission and request a hearing. The factory shall have the burden of proof

to show that the new motor vehicle dealer's relocation facility and proposed new location did not meet the written reasonable guidelines of the factory;

17. Being a factory which prohibits a new motor vehicle dealer from adding additional line-makes to its existing facility, if, after adding the additional line-makes, the facility satisfies the written reasonable facility guidelines of the factory. Reasonable facility guidelines do not include a requirement to maintain site control or an exclusive facility unless agreed to by the dealer as set forth in subparagraphs e and f of paragraph 9 of this subsection; ~~and~~

18. Being a factory that increases prices of new motor vehicles which the new motor vehicle dealer had ordered for retail consumers prior to the dealer's receipt of the written official price increase notification. A sales contract signed by a retail consumer shall constitute evidence of each such order, provided that the vehicle is in fact delivered to the customer. Price differences applicable to new models or series motor vehicles at the time of the introduction of new models or series shall not be considered a price increase for purposes of this paragraph. Price changes caused by any of the following shall not be subject to the provisions of this paragraph:

a. the addition to a motor vehicle of required or optional equipment pursuant to state or federal law,

b. revaluation of the United States dollar in the case of foreign-made vehicles or components, or

c. an increase in transportation charges due to increased rates imposed by common or contract carriers;

19. Being a factory that provides any offer or device, including but not limited to incentives, sales promotion programs, refunds, or other types of inducements that result in a lower actual price of a new motor vehicle to any new motor vehicle dealer in the state without making the same offer or device practically available to all other same line-make dealers in the state on a proportional basis;

20. Being a factory that alters or modifies a new motor vehicle dealer's franchise if such alteration or modification may substantially and adversely impact the new motor vehicle dealer's rights, obligations, investment or return on investment. A factory seeking to modify a new motor vehicle dealer's franchise must notify the dealer at least ninety (90) days in advance of the modification's effective date. A new motor vehicle dealer that receives notice of such proposed modification may file a protest with the Oklahoma Motor Vehicle Commission within the ninety-day time frame. In the event a protest is filed, the factory has the burden of proof to establish the proposed modification will not substantially and adversely impact the new motor vehicle dealer's rights, obligations, investment or return on investment;

21. Being a factory that requires a new motor vehicle dealer or its employees to attend a training program that is not directly related to the sale or service of a new motor vehicle in the same line-make of that sold or serviced by the new motor vehicle dealer;

22. Being a factory that requires a new motor vehicle dealer to pay all or part of the cost of an advertising campaign or contest, or purchase any promotional materials, showroom or other display decorations or materials at the expense of the new motor vehicle dealer without the consent of the dealer, which consent shall not be unreasonably withheld;

23. Being a factory that implements or establishes an unreasonable, arbitrary, or unfair performance standard in determining a new motor vehicle dealer's compliance with a franchise;

24. Being a factory that denies any new motor vehicle dealer the right of free association with any other new motor vehicle dealer for any lawful purpose;

25. Being a factory that requires or attempts to require a new motor vehicle dealer to sell, offer to sell or sell exclusively an extended service contract, extended maintenance plan or similar product, such as gap products offered, endorsed or sponsored by the factory by the following means:

a. by an act or statement that the factory will in any manner impact the dealer, whether it is expressed or implied or made directly or indirectly,

b. by a contract or an expressed or implied offer of contract made to the dealer on the condition that the dealer shall sell, offer to sell or sell exclusively an extended service contract, extended maintenance plan or similar product offered, endorsed or sponsored by the factory,

c. by measuring the dealer's performance under the factory based on the sale of extended service contracts, extended maintenance plans or similar products offered, endorsed or sponsored by the manufacturer or distributor, or

d. by requiring the dealer to actively promote the sale of extended service contracts, extended maintenance plans or similar products offered, endorsed or sponsored by the factory.

The prohibitions of this provision apply to the sale of new and used motor vehicles;

26. Being a factory that charges back or otherwise holds liable a new motor vehicle dealer for sales or advertising incentives or other charges related to a new motor vehicle sold by the new motor vehicle dealer and subsequently exported, providing such dealer can

demonstrate that he exercised due diligence and that the sale was made in good faith and without knowledge of the purchaser's intention to export the motor vehicle, or that such dealer reasonably relied on approvals from the franchisor to complete a sale. A new motor vehicle dealer which causes a new motor vehicle to be registered in this state or in a foreign state and causes to be collected the appropriate sales and use tax shall be presumed to have exercised due diligence. A factory seeking to impose a charge-back as a result of a motor vehicle export shall have the burden to establish that the dealer knew or had reason to know the motor vehicle would be exported. A factory seeking to impose a charge-back as a result of a motor vehicle export shall provide written notice to the dealer of such intent along with the specific amount of the proposed charge-back and the vehicle(s) allegedly exported. The factory shall not impose the export charge-back, debit the dealer's account or otherwise seek to obtain all or any part of the export charge-back funds until all internal dispute resolution procedures have been completed and/or an adjudication has been entered by the Oklahoma Motor Vehicle Commission establishing that the dealer knew or had reason to know the motor vehicle would be exported when the dealer sold and delivered the motor vehicle. A dealer receiving notice of a proposed export charge-back from the factory shall be entitled to file a protest with the Oklahoma Motor Vehicle Commission after all factory internal dispute resolution

procedures have been completed within thirty (30) days of receipt of the factory's notice of proposed export charge-back or within thirty (30) days of completion of the factory's internal dispute resolution procedures, whichever is later. In a protest filed under this provision, the factory shall have the burden to establish that the dealer knew or had reason to know the motor vehicle would be exported;

27. Being a factory that measures a new motor vehicle dealer's sales performance, in whole or in part, or conditions a new motor vehicle dealer's eligibility to receive a benefit or incentive on the dealer selling a threshold level of program, certified, or other used motor vehicles offered by the factory. This provision is not meant to prohibit incentives provided on a per-car basis; and

28. Being a factory that uses any subsidiary corporation, affiliated corporation, captive finance source or any other controlled corporation, partnership, association or person to accomplish what would otherwise be unlawful conduct under this chapter.

B. Notwithstanding the terms of any franchise agreement, in the event of a proposed sale or transfer of a dealership, the manufacturer or distributor shall be permitted to exercise a right of first refusal to acquire the assets or ownership interest of the dealer of the new vehicle dealership, if such sale or transfer is conditioned upon the manufacturer or dealer entering into a dealer

agreement with the proposed new owner or transferee, only if all the following requirements are met:

1. To exercise its right of first refusal, the factory must notify the dealer in writing within sixty (60) days of receipt of the completed proposal for the proposed sale transfer;

2. The exercise of the right of first refusal will result in the dealer and the owner of the dealership receiving the same or greater consideration as they have contracted to receive in connection with the proposed change of ownership or transfer;

3. The proposed sale or transfer of the assets of the dealership does not involve the transfer or sale to a member or members of the family of one or more dealer owners, or to a qualified manager or a partnership or corporation controlled by such persons; and

4. The factory agrees to pay the reasonable expenses, including attorney fees which do not exceed the usual, customary and reasonable fees charged for similar work done for other clients incurred by the proposed new owner and transferee prior to the exercise by the factory of its right of first refusal in negotiating and implementing the contract for the proposed sale or transfer of the dealership or dealership assets. Notwithstanding the foregoing, no payment of expenses and attorney fees shall be required if the proposed new dealer or transferee has not submitted or caused to be submitted an accounting of those expenses within thirty (30) days of

receipt of the written request of the factory for such an accounting. The accounting may be requested by a factory before exercising its right of first refusal.

C. Nothing in this section shall prohibit, limit, restrict or impose conditions on:

1. Business activities, including without limitation the dealings with motor vehicle manufacturers and the representatives and affiliates of motor vehicle manufacturers, of any person that is primarily engaged in the business of short-term, not to exceed twelve (12) months, rental of motor vehicles and industrial and construction equipment and activities incidental to that business, provided that:

a. any motor vehicle sold by that person is limited to used motor vehicles that have been previously used exclusively and regularly by that person in the conduct of business and used motor vehicles traded in on motor vehicles sold by that person,

b. warranty repairs performed by that person on motor vehicles are limited to those motor vehicles that it owns, previously owned or takes in trade, and

c. motor vehicle financing provided by that person to retail consumers for motor vehicles is limited to used vehicles sold by that person in the conduct of business; or

2. The direct or indirect ownership, affiliation or control of a person described in paragraph 1 of this subsection.

SECTION 4. AMENDATORY 47 O.S. 2011, Section 565.1, is amended to read as follows:

Section 565.1 Notwithstanding the terms of any franchise agreement, and subject to the following conditions contained in paragraphs 1 through 5 of this section, any manufacturer or distributor who prevents or refuses to honor the succession to a dealership by any legal heir or devisee under the will of a new motor vehicle dealer or under the laws of descent and distribution of this state without good cause or good faith, as defined in this section, shall be subject to the following procedure:

1. Within one hundred twenty (120) days after the death of the new motor vehicle dealer, the manufacturer shall receive a written notice from any legal heir or devisee who intends to establish a successor dealership. If timely notice is not so received, then this paragraph shall not apply, and any succession shall be governed solely by the terms of the franchise;

2. Within thirty (30) days of receipt of the legal heir's or devisee's timely written notice, the manufacturer may request, and the legal heir or devisee shall, within a reasonable time, provide any information which is reasonably necessary for the manufacturer to evaluate the proposed successor dealer and dealership, including,

but not limited to, applications, proposals for facilities and financing;

3. Within sixty (60) days of receipt of such information, the manufacturer shall approve or disapprove the proposed successor dealership, and in case of disapproval shall communicate in writing such disapproval and grounds for disapproval to the legal heir or devisee;

4. Failure of the manufacturer to act in a timely manner with respect to any time period described above shall constitute a waiver of the manufacturer's right to disapprove the proposed succession;

5. Within ten (10) days of its receipt of the manufacturer's notice of disapproval, the legal heir or devisee may file a protest of the manufacturer's decision with the Oklahoma Motor Vehicle Commission and request a hearing. Such hearing shall be heard in a substantially similar manner as provided by Section 566 of this title, except that the Commission shall render a final decision within sixty (60) days of the filing of the protest. The manufacturer shall have the burden of proof to show that its disapproval was for a good cause and in good faith. <u>A denial shall not be for good cause and in good faith unless the factory establishes that the legal heir or devisee, or the legal heir or devisee's controlling executive management, is not of good moral character or fails to meet the written, reasonable and uniformly applied requirements of the manufacturer or distributor relating to</u>

financial qualifications or general business experience. The disapproval by the manufacturer shall be final if the legal heir or devisee fails to file a timely protest of such disapproval. In the event that the Commission finds that the manufacturer's disapproval was not made for good cause, then it shall issue a final order requiring the manufacturer to honor the successor designated in the notice sent by the legal heir or devisee. Notwithstanding anything to the contrary in this section, a new motor vehicle dealer may designate any person as successor by filing a written instrument pursuant to the franchise with the manufacturer during the new motor vehicle dealer's lifetime. In such a case, the written instrument and franchise shall govern the dealership succession.

The suspension, revocation or refusal to issue or renew a license or the imposition of any other penalty by the Commission shall be in addition to any penalty which might be imposed upon any licensee upon judgment or conviction in a court of competent jurisdiction for any violation of the provisions of Sections 561 through 567, 572, 578.1, 579 and 579.1 of this title.

SECTION 5. AMENDATORY 47 O.S. 2011, Section 565.2, is amended to read as follows:

Section 565.2 A. Irrespective of the terms, provisions or conditions of any franchise, or the terms or provisions of any waiver, no manufacturer shall terminate, cancel or fail to renew any franchise with a licensed new motor vehicle dealer unless the

manufacturer has satisfied the notice requirements as provided in this section and has good cause for cancellation, termination or nonrenewal. The manufacturer shall not attempt to cancel or fail to renew the franchise agreement of a new motor vehicle dealer in this state unfairly and without just provocation or without due regard to the equities of the dealer or without good faith as defined herein. As used herein, "good faith" means the duty of each party to any franchise agreement to act in a fair and equitable manner toward each other, with freedom from coercion or intimidation or threats thereof from each other.

B. Irrespective of the terms, provisions or conditions of any franchise, or the terms or provisions of any waiver, good cause shall exist for the purpose of a termination, cancellation, or nonrenewal when:

1. The new motor vehicle dealer has failed to comply with a provision of the franchise, which provision is both reasonable and of material significance to the franchise relationship, or the new motor vehicle dealer has failed to comply with reasonable performance criteria for sales or service established by the manufacturer, and the dealer has been notified by written notice from the manufacturer; and

2. The new motor vehicle dealer has received written notification of failure to comply with the manufacturer's reasonable sales performance standards, capitalization requirements, facility

commitments, business related equipment acquisitions or other such remediable failings exclusive of those reasons enumerated in paragraph 1 of subsection C of this section, and the new motor vehicle dealer has been afforded a reasonable opportunity of not less than six (6) months to comply with such a provision or criteria.

Good cause shall not exist when a termination or cancellation is the result of the discontinuance of a product line.

C. Irrespective of the terms, provisions or conditions of any franchise agreement prior to the termination, cancellation or nonrenewal of any franchise, the manufacturer shall furnish notification of such termination, cancellation or nonrenewal to the new motor vehicle dealer and the Oklahoma Motor Vehicle Commission as follows:

1. Not less than ninety (90) days prior to the effective date of such termination, cancellation or nonrenewal unless for a cause described in paragraph 2 of this subsection;

2. Not less than fifteen (15) days prior to the effective date of such termination, cancellation or nonrenewal with respect to any of the following:

a. insolvency of the new motor vehicle dealer, or the filing of any petition by or against the motor vehicle dealer under any bankruptcy or receivership law,

b. failure of the new motor vehicle dealer to conduct its customary sales and service operations during its customary business hours for seven (7) consecutive business days, provided that such failure to conduct business shall not be due to act of God or circumstances beyond the direct control of the new motor vehicle dealer, or

c. conviction of the new motor vehicle dealer of any felony which is punishable by imprisonment or a violation of the Federal Odometer Act; and

3. Not less than one hundred eighty (180) days prior to the effective date of such termination or cancellation where the manufacturer or distributor is discontinuing the sale of the product line.

The notification required by this subsection shall be by certified mail, return receipt requested, and shall contain a statement of intent to terminate, to cancel or to not renew the franchise, a statement of the reasons for the termination, cancellation or nonrenewal and the date the termination shall take effect.

D. Upon the affected new motor vehicle dealer's receipt of the aforementioned notice of termination, cancellation or nonrenewal, the new motor vehicle dealer shall have the right to file a protest of such threatened termination, cancellation or nonrenewal with the

Commission within thirty (30) days and request a hearing. Such hearing shall be held in accordance with the provisions of the Administrative Procedures Act, Sections 301 through 326 of Title 75 of the Oklahoma Statutes, to determine if the threatened cancellation, termination or nonrenewal of the franchise has been for good cause and if the factory has complied with its obligations pursuant to subsections A, B and C of this section and the factory shall have the burden of proof. If the Commission finds that the threatened cancellation, termination or nonrenewal of the franchise has not been for good cause or violates subsection A, B or C of this section, then it shall issue a final order stating that the threatened termination is wrongful. A factory shall have the right to appeal such order. During the pendency of the hearing and after the decision, the franchise shall remain in full force and effect, including the right to transfer the franchise. If the Commission finds that the threatened cancellation, termination or nonrenewal is for good cause and does not violate subsection A, B or C of this section, the new motor vehicle dealer shall have the right to an appeal. During the pendency of the action, including the final decision or appeal, the franchise shall remain in full force and effect, including the right to transfer the franchise. If the new motor vehicle dealer prevails in the threatened termination action, the Commission shall award to the new motor vehicle dealer the attorney fees and costs incurred to defend the action.

E. ~~If the factory prevails in an action to terminate, cancel or not renew any franchise~~ In the event a franchise is terminated, canceled or not renewed, regardless of the party that terminates, cancels or nonrenews, the new motor vehicle dealer shall be allowed fair and reasonable compensation by the manufacturer for:

1. New current and previous model year vehicle inventory which has been acquired from the manufacturer, and which is unused and has not been damaged or altered while in the dealer's possession;

2. Supplies and parts which have been acquired from the manufacturer, for the purpose of this section, limited to any and all supplies and parts that are listed on the current parts price sheet available to the dealer;

3. Equipment and furnishings, provided the new motor vehicle dealer purchased them from the manufacturer or its approved sources; and

4. Special tools, with such fair and reasonable compensation to be paid by the manufacturer within ninety (90) days of the effective date of the termination, cancellation or nonrenewal, provided the new motor vehicle dealer has clear title to the inventory and other items and is in a position to convey that title to the manufacturer.

a. For the purposes of paragraph 1 of this subsection, fair and reasonable compensation shall be no less than the net acquisition price of the vehicle paid by the new motor vehicle dealer.

b. For the purposes of paragraphs 2, 3 and 4 of this subsection, fair and reasonable compensation shall be the net acquisition price paid by the new motor vehicle dealer less a twenty-percent (20%) straight-line depreciation for each year following the dealer's acquisition of the supplies, parts, equipment, furnishings and/or special tools.

F. ~~If a factory prevails in an action to terminate, cancel or not renew any franchise and the new motor vehicle dealer is leasing the dealership facilities, the manufacturer~~ In the event a franchise is terminated, canceled, or not renewed, regardless of the party that terminates, cancels or nonrenews, the factory shall pay a reasonable rent to the lessor in accordance with and subject to the provisions of subsection G of this section.

G. 1. Such reasonable rental value shall be paid only to the extent the dealership premises are recognized in the franchise and only if they are:

a. used solely for performance in accordance with the franchise. If the facility is used for the operation of more than one franchise, the reasonable rent shall be paid based upon the portion of the facility utilized by the franchise being terminated, canceled or nonrenewed, and

b. not substantially in excess of facilities recommended by the manufacturer~~;~~.

For the purposes of this subsection, reasonable rental value shall include the rental value of the facilities as well as any other facility-related costs such as taxes, insurance and utilities.

2. If the facilities are owned by the new motor vehicle dealer, within ninety (90) days following the effective date of the termination, cancellation or nonrenewal the manufacturer will either:

a. locate a qualified purchaser who will offer to purchase the dealership facilities at a reasonable price,

b. locate a qualified lessee who will offer to lease the premises for ~~a reasonable~~ the remaining lease term at ~~reasonable~~ the rent set forth in the lease, or

c. failing the foregoing, lease the dealership facilities at a reasonable rental value for one (1) year~~;~~.

3. If the facilities are leased by the new motor vehicle dealer, within ninety (90) days following the effective date of the termination, cancellation or nonrenewal the manufacturer will either:

a. locate a tenant or tenants satisfactory to the lessor, who will sublet or assume the balance of the lease,

b. arrange with the lessor for the cancellation of the lease without penalty to the dealer, or

c. failing the foregoing, lease the dealership facilities at a reasonable rent for one (1) year~~; and~~.

4. The manufacturer shall not be obligated to provide assistance under this section if the new motor vehicle dealer:

a. fails to accept a bona fide offer from a prospective purchaser, subleases or assignee,

b. refuses to execute a settlement agreement with the lessor if such agreement with the lessor would be without cost to the dealer, or

c. fails to make written request for assistance under this section within ~~one (1) month~~ ninety (90) days after ~~receiving an order from the Commission affirming~~ the ~~proposed~~ effective date of the termination, cancellation or nonrenewal.

H. For the purposes of this section, "facilities" shall mean the location and improvements utilized by the new motor vehicle dealer in its business pursuant to the franchise that was terminated.

I. In addition to the repurchase requirements set forth in subsections E and G of this section, in the event the termination or cancellation is the result of a discontinuance of a product line, the manufacturer or distributor shall compensate the new motor

vehicle dealer in an amount equivalent to the fair market value of the terminated franchise as of the date of the manufacturer's or distributor's announcement or one (1) calendar year prior, whichever is greater, or provide the new motor vehicle owner with a replacement franchise on substantially similar terms and conditions as the franchise that was terminated. The dealer may immediately request payment under this provision following the announcement in exchange for cancelling any further franchise rights, except payments owed to the dealer in the ordinary course of business, or may request payment under this provision upon the final termination, cancellation or nonrenewal of the franchise. In either case, payment under this provision shall be made not later than ninety (90) days after the request by the dealer.

SECTION 6. AMENDATORY 47 O.S. 2011, Section 565.3, is amended to read as follows:

Section 565.3 A. A franchised vehicle dealer proposing a sale, transfer, or assignment of a franchise agreement or the business and assets of a dealership or an interest in a dealership to another person, hereinafter transferee, shall notify the manufacturer or distributor whose vehicles the dealer is franchised to sell of the proposed action of the dealer. The manufacturer or distributor may make written request to the transferee to submit completed application forms and related information generally utilized by a

manufacturer to evaluate such a proposal and a copy of all agreements related to the proposed sale, transfer, or assignment.

B. The approval by the manufacturer or distributor of the sale, transfer, or assignment shall not be ~~unreasonably~~ withheld unless the transferee is not of good moral character or fails to meet the written, reasonable, and uniformly applied requirements of the manufacturer or distributor relating to financial qualifications and general business experience. Approval of the transfer shall not be made contingent upon the transferee meeting unreasonable facility requirements or performance standards. The burden of proof shall be upon the manufacturer or distributor to show good cause existed to withhold approval. The manufacturer or distributor that has made such a determination shall send a letter by certified mail to the dealer and the applicant of its refusal to approve the proposal, which shall include a statement of the specific grounds for refusal, within sixty (60) days after the later of:

1. Receipt by the manufacturer or distributor of the notice of the proposed sale, transfer, or assignment; or

2. Receipt by the manufacturer or distributor of the information requested from the transferee pursuant to subsection A of this section if the manufacturer or distributor has requested such information within fifteen (15) days of receipt of written notice of the proposed sale, transfer, or assignment.

C. Failure of the manufacturer or distributor to send its notice of refusal pursuant to subsection B of this section shall mean that the application for the proposed sale, transfer, or assignment is approved.

D. A dealer receiving notice of refusal of the sale, transfer, or assignment shall have the right to file a protest with the Commission within thirty (30) days of receipt of the refusal. A dealer receiving notice that the sale, transfer or assignment is contingent upon the transferee meeting facility and/or performance standards shall have the right to file a protest with the Commission within thirty (30) days of receipt of the notice. In the event a protest is filed, the manufacturer or distributor shall have the burden of proof to establish the transferee or the transferee's controlling executive management is not of good moral character or fails to meet the written, reasonable and uniformly applied requirements of the manufacturer or distributor relating to financial qualifications and general business experience or that the facility requirements are reasonable based on the reasons set forth in subparagraph d of paragraph 9 of Section 565 of this title and/or the performance standards are reasonable based on the economic conditions existing at the time, as well as the reasonably foreseeable projections in the automotive industry and the new motor vehicle dealer's relevant market area.

E. The rights of the dealer under this provision also apply to the transferee.

SECTION 7. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 1105.5 of Title 47, unless there is created a duplication in numbering, reads as follows:

The Oklahoma Tax Commission shall be authorized to require employees of the Commission in positions that have access to sensitive law enforcement data to supply all information and documentation required in order to be subjected to a criminal history search by the Oklahoma State Bureau of Investigation, as well as be fingerprinted for submission of the fingerprints through the Oklahoma State Bureau of Investigation to the Federal Bureau of Investigation for a national criminal history check. The Commission shall be the recipient of the results of the record check.

No employee of the Commission shall be eligible to enroll in the Oklahoma Law Enforcement Telecommunications System training course until the Oklahoma State Bureau of Investigation and the Federal Bureau of Investigation have reported to the Commission that the person has no felony record and the Commission has reported to the Department of Public Safety that the applicant does not have a felony record and is not participating in a deferred sentence or deferred prosecution agreement for a felony. In accordance with Section 150.9 of Title 74 of the Oklahoma Statutes, this includes a national criminal history record with a fingerprint analysis.

The Commission shall request searches of the online and off-line files of the National Crime Information Center (NCIC), or any successor federal agency which supplies such information, to identify vehicles which have been reported stolen. Such searches will be requested only by Commission employees who have satisfied the background check provisions of this section.

The Commission is authorized to promulgate rules necessary to implement the provisions of this section.

SECTION 8. AMENDATORY 47 O.S. 2011, Section 1135.2, as amended by Section 1, Chapter 204, O.S.L. 2012 (47 O.S. Supp. 2012, Section 1135.2), is amended to read as follows:

Section 1135.2 A. The Oklahoma Tax Commission is hereby authorized to design and issue appropriate official special license plates to persons in recognition of their service or awards as provided by this section.

Special license plates shall not be transferred to any other person but shall be removed from the vehicle upon transfer of ownership and retained. The special license plate may then be used on another vehicle but only after such other vehicle has been registered for the current year.

Special license plates shall be renewed each year by the Tax Commission or a motor license agent. The Tax Commission shall annually notify by mail all persons issued special license plates. The notice shall contain all necessary information and shall contain

instructions for the renewal procedure upon presentation to a motor license agent or the Tax Commission. The license plates shall be issued on a staggered system except for legislative plates and amateur radio operator license plates.

The Tax Commission is hereby directed to develop and implement a system whereby motor license agents are permitted to accept applications for special license plates authorized under this section. The motor license agent shall confirm the applicant's eligibility, if applicable, collect and deposit any amount specifically authorized by law, accept and process the necessary information directly into such system and generate a receipt accordingly. For performance of these duties, motor license agents shall retain the fee provided in Section 1141.1 of this title for registration of a motor vehicle. The motor license agent fees for acceptance of applications and renewals shall be paid out of the Oklahoma Tax Commission Reimbursement Fund.

B. The special license plates provided by this section are as follows:

1. Prisoner of War License Plates - such plates shall be designed for honorably discharged or present members of the United States Armed Forces and civilians who were former prisoners of war held by a foreign country and who can provide proper certification of that status. Such persons may apply for a prisoner of war license plate for no more than two vehicles with each vehicle having

a rated carrying capacity of one (1) ton or less. The surviving spouse of any deceased former prisoner of war, if the spouse has not since remarried, or if remarried, the remarriage is terminated by death, divorce, or annulment, may apply for a prisoner of war license plate for one vehicle with a rated carrying capacity of one (1) ton or less. The fee provided by this section for the special license plate authorized by this paragraph shall be in addition to all other registration fees provided by law, except the registration fees levied by Section 1132 of this title;

2. National Guard License Plates - such plates shall be designed for active or retired members of the Oklahoma National Guard. Retirees who are eligible for such plates shall provide proof of eligibility upon initial application, but shall not be required to provide proof of eligibility annually;

3. Air National Guard License Plates - such plates shall be designed for active or retired members of the Oklahoma Air National Guard. Retirees who are eligible for such plates shall provide proof of eligibility upon initial application, but shall not be required to provide proof of eligibility annually;

4. United States Armed Forces - such plates shall be designed for active, retired, former or reserve members of the United States Armed Forces, and shall identify which branch of service, and carry the emblem and name of either the Army, Navy, Air Force, Marines or Coast Guard, according to the branch of service to which the member

belongs or did belong. Former members who have been dishonorably discharged shall not be eligible for such plates. Persons applying for such license plate must show proof of present or past military service by presenting a valid Uniformed Services Identity Card or the United States Department of Defense Form (DD)214. Retired or former members who are eligible for such plates shall provide proof of eligibility upon initial application, but shall not be required to provide proof of eligibility annually;

5. Congressional Medal of Honor Recipient License Plates - such plates shall be designed for any resident of this state who has been awarded the Congressional Medal of Honor. Such persons may apply for a Congressional Medal of Honor recipient license plate for each vehicle with a rated carrying capacity of one (1) ton or less. There shall be no registration fee for the issuance of this plate;

6. Missing In Action License Plates - such plates shall be designed to honor members of the United States Armed Forces who are missing in action. The spouse of such missing person, if the spouse has not since remarried, or if remarried, the remarriage is terminated by death, divorce, or annulment, and each parent of the missing person may apply for a missing in action license plate upon presenting proper certification that the person is missing in action and that the person making the application is the qualifying spouse or the parent of the missing person. The qualifying spouse and each parent of the missing person may each apply for the missing in

action license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

7. Purple Heart Recipient License Plates - such plates shall be designed for any resident of this state presenting proper certification from the United States Department of Veterans Affairs or the Armed Forces of the United States certifying that such resident has been awarded the Purple Heart military decoration. Such persons may apply for a Purple Heart recipient license plate for vehicles having a rated carrying capacity of one (1) ton or less. The surviving spouse of any deceased veteran who has been awarded the Purple Heart military decoration, if such spouse has not since remarried, or if remarried, the remarriage has been terminated by death, divorce or annulment, may apply for such plate for one vehicle with a rated carrying capacity of one (1) ton or less;

8. Pearl Harbor Survivor License Plates - such plates shall be designed for any resident of this state who can be verified by the United States Department of Veterans Affairs or the Armed Forces of the United States as being:

a. a member of the United States Armed Forces on December 7, 1941,

b. stationed on December 7, 1941, during the hours of 7:55 a.m. to 9:45 a.m. Hawaii time at Pearl Harbor, the island of Oahu, or offshore at a distance not to exceed three (3) miles, and

c. a recipient of an honorable discharge from the United States Armed Forces.

Such person may apply for a Pearl Harbor Survivor license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

9. Iwo Jima License Plates - such plates shall be designed for any resident of this state who can be verified by the United States Department of Veterans Affairs or the Armed Forces of the United States as being:

a. a member of the United States Armed Forces in February of 1945,

b. stationed in February of 1945 on or in the immediate vicinity of the island of Iwo Jima, and

c. a recipient of an honorable discharge from the United States Armed Forces.

Such person may apply for an Iwo Jima license plate for each vehicle with a rated carrying capacity of one (1) ton or less.

Such license plate shall have the legend "Oklahoma OK" and shall contain three letters and three numbers. Between the letters and numbers shall be a logo of the flag-raising at Iwo Jima. Below the letters, logo and numbers, the plate shall contain the words "FEB." at the left, "Iwo Jima" in the center and "1945" at the right. Such plates shall not be subject to the design requirements of any other license plates prescribed by law other than the space for the

placement of the yearly decals for each succeeding year of registration after the initial issue;

10. D-Day Survivor License Plates - such plates shall be designed for any resident of this state who can be verified by the United States Department of Veterans Affairs or the Armed Forces of the United States as being:

a. a member of the United States Armed Forces on June 6, 1944,

b. a participant in the Allied invasion of the coast of Normandy on June 6, 1944; provided, if such participation cannot be verified by the United States Department of Veterans Affairs or the Armed Forces of the United States, the Tax Commission may, in its discretion, accept evidence of such participation from the person applying for the license plate, and

c. a recipient of an honorable discharge from the United States Armed Forces.

Such person may apply for a D-Day Survivor license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

11. Killed in Action License Plates - such plates shall be designed to honor members of the United States Armed Forces who were killed in action. The spouse of the deceased person, if the spouse has not remarried, or if remarried, the remarriage is terminated by death, divorce, or annulment, may apply for a killed in action

license plate upon presenting proper certification that the person was killed in action and that the person making the application is the qualifying spouse of the deceased person. The qualifying spouse may apply for a killed in action license plate for no more than two vehicles with each vehicle with a rated carrying capacity of one (1) ton or less. The fee provided by this section for the special license plate authorized by this paragraph shall be in addition to all other registration fees provided by law, except the registration fees levied by Section 1132 of this title;

12. Gold Star Parents License Plates - such plates shall be designed to honor members of the United States Armed Forces who were killed during a war. The parents of the deceased person may apply for a gold star license plate upon presenting proper certification that the person was killed during a war and that the person making the application is the parent of the deceased person. The parent may apply for a gold star parent license plate for no more than two vehicles with each vehicle having a rated carrying capacity of one (1) ton or less. The fee provided by this section for the special license plate authorized by this paragraph shall be in addition to all other registration fees provided by law, except the registration fees levied by Section 1132 of this title;

13. Military Decoration License Plates - such plates shall be designed for any resident of this state who has been awarded the Distinguished Service Medal, the Distinguished Service Cross, the

Distinguished Flying Cross, the Bronze Star military decoration or the Silver Star military decoration. Such persons may apply for a military decoration license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

14. Vietnam Veteran License Plates - such plates shall be designed for honorably discharged or present members of the United States Armed Forces who served in the Vietnam Conflict. Such persons may apply for a Vietnam veteran license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

15. Police Officer License Plates - such plates shall be designed for any currently employed, reserve or retired municipal police officer or full-time, reserve or retired university police officer certified by the Council on Law Enforcement Education and Training or common education police officer certified by the Council on Law Enforcement Education and Training. Police officers may apply for police officer license plates for vehicles with a rated capacity of one (1) ton or less or for a motorcycle upon proof of employment by or retirement from a municipal, university or common education police department by either an identification card or letter from the chief of the police department or the Oklahoma Police Pension and Retirement Board. Retirees who are eligible for such plates shall provide proof of eligibility upon initial application, but shall not be required to provide proof of eligibility annually. The license plates shall be designed in

consultation with municipal police departments of this state; provided, the license plate for motorcycles may be of similar design to the license plate for motor vehicles or may be a new design in order to meet space requirements for a motorcycle license plate;

16. World War II Veteran License Plates - such plates shall be designed to honor honorably discharged former members of the United States Armed Forces who are residents of this state and who can be verified by the Oklahoma Military Department, the Department of Veterans Affairs or the Armed Forces of the United States as having served on federal active duty anytime during the period from September 16, 1940, to December 7, 1945. The former members may apply for a World War II Veteran license plate for vehicles with a rated carrying capacity of one (1) ton or less.

The license plate shall have the legend "Oklahoma" and shall contain, in the center of the plate, either the Thunderbird Insignia of the 45th Infantry Division in the prescribed red and gold coloring or the emblem of the Army, Navy, Air Force, Marines or Coast Guard according to the branch of service to which the member belonged. For the purpose of license plate identification, the plate shall contain four digits, two digits at the left and two digits at the right of the insignia or emblem. Centered on the bottom of the license plate shall be the words "WORLD WAR II";

17. Korean War Veteran License Plates - such plates shall be designed to honor honorably discharged former members of the United

States Armed Forces who are residents of this state and who can be verified by the Oklahoma Military Department, the Department of Veterans Affairs or the Armed Forces of the United States as having served on federal active duty anytime during the period from June 27, 1950, to January 31, 1955, both dates inclusive. The former members may apply for a Korean War Veteran license plate for vehicles with a rated carrying capacity of one (1) ton or less.

The license plate shall have the legend "OKLAHOMA" and shall contain, in the center of the plate, either the Thunderbird Insignia of the 45th Infantry Division in the prescribed red and gold coloring or the emblem of the Army, Navy, Air Force, Marines or Coast Guard according to the branch of service to which the member belonged. For the purpose of license plate identification, the plate shall contain four digits, two digits at the left and two digits at the right of the insignia or emblem. Centered on the bottom of the license plate shall be the word "KOREA";

18. Municipal Official License Plates - such plates shall be designed for persons elected to a municipal office in this state and shall designate the name of the municipality and the district or ward in which the municipal official serves. The plates shall only be produced upon application;

19. Red Cross Volunteer License Plates - such plates shall be designed to honor American Red Cross volunteers and staff who are residents of this state. Such persons must present an

identification card issued by the American Red Cross and bearing a photograph of the person. The license plate shall be designed with the assistance of the American Red Cross and shall have the legend "Oklahoma OK!" in the color Pantone 186C Red. Below the legend the symbol of the American Red Cross and no more than three letters and three numbers shall be in the color Pantone 186C Red. Below the symbol and letters and numbers shall be the words "American Red Cross" in black. The plates shall not be subject to the design requirements of any other license plates prescribed by law other than the space for the placement of the yearly decals for each succeeding year of registration after the initial issue;

20. Veterans of Foreign Wars License Plates - such plates shall be designed to honor the veterans of foreign wars and issued to any resident of this state who is a member of a Veterans of Foreign Wars organization in this state. Such persons may apply for Veterans of Foreign Wars license plates upon proof of membership in a Veterans of Foreign Wars organization. The license plate shall be designed in consultation with the Veterans of Foreign Wars organization;

21. Desert Storm License Plates - such plates shall be designed and issued to any honorably discharged or present member of the United States Armed Forces who served in the Persian Gulf Crisis and the Desert Storm operation. Such persons may apply for a Desert Storm license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

22. Military Reserve Unit License Plates - such plates shall be designed and issued to any honorably discharged or present member of a reserve unit of the United States Armed Forces. Such persons may apply for a Military Reserve Unit license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

23. Oklahoma City Bombing Victims and Survivors License Plates - such plates shall be designed and issued to any victim or survivor of the bombing attack on the Alfred P. Murrah Federal Building in downtown Oklahoma City on April 19, 1995;

24. Civil Air Patrol License Plates - such plates shall be designed and issued to any person who is a member of the Civil Air Patrol. Such persons may apply for a Civil Air Patrol license plate for each vehicle with a rated carrying capacity of one (1) ton or less upon proof of membership in the Civil Air Patrol. The license plate shall be designed in consultation with the Civil Air Patrol;

25. Ninety-Nines License Plates - such plates shall be designed and issued to members of the Ninety-Nines. Persons applying for such license plate must show proof of membership in the Ninety-Nines. The license plates shall be designed in consultation with the Ninety-Nines;

26. Combat Infantryman Badge License Plates – such plates shall be designed to honor recipients of the Combat Infantryman Badge. The plate shall have the legend "Oklahoma OK". Below the legend shall be the Combat Infantryman Badge and three numbers. Below the

badge and the numbers shall be the words "Combat Infantryman Badge". Such persons may apply for a Combat Infantryman Badge license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

27. Somalia Combat Veterans License Plates – such plates shall be designed and issued to any honorably discharged or present member of the United States Armed Forces who saw combat in the United Nations relief effort. Such persons may apply for a Somalia Combat Veteran license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

28. Police Chaplain License Plates – such plates shall be designed and issued to members of the International Conference of Police Chaplains (ICPC) who have completed the ICPC requirements for basic certification as a police chaplain. The license plates shall be designed in consultation with the ICPC;

29. Joint Service Commendation Medal License Plates – such plates shall be designed and issued to any resident of this state who has been awarded the Joint Service Commendation Medal by the United States Secretary of Defense;

30. Merchant Marine License Plates - such plates shall be designed, subject to criteria to be presented to the Tax Commission by the Oklahoma Department of Veterans Affairs, and issued to any person who during combat was a member of the Merchant Marines as certified by the Oklahoma Department of Veterans Affairs. Such

license plate may be issued for each vehicle with a rated carrying capacity of one (1) ton or less;

31. Legislative License Plates - such plates shall be designed for persons elected to the Oklahoma Legislature and shall designate the house of the Legislature in which the legislator serves and the district number;

32. Disabled Veterans License Plates - such plates shall be designed for persons presenting proper certification from the United States Department of Veterans Affairs or the Armed Forces of the United States certifying such veteran has a service-connected disability rating of fifty percent (50%) or more, regardless which agency pays the disability benefits, or that such veteran has been awarded a vehicle by the United States government or receives a grant from the United States Department of Veterans Affairs for the purchase of an automobile due to a service-connected disability rating or due to the loss of use of a limb or an eye. Such persons may apply to the Tax Commission for a disabled veterans license plate or to a motor license agent for a regular license plate for no more than two vehicles with each vehicle having a rated carrying capacity of one (1) ton or less. The surviving spouse of any deceased disabled veteran, if the spouse has not since remarried, or if remarried, the remarriage is terminated by death, divorce, or annulment, may apply for a disabled veterans license plate for one vehicle with a rated carrying capacity of one (1) ton or less. The

fee provided by this section for the special license plate authorized by this paragraph shall be in addition to all other registration fees provided by law, except the registration fees levied by Section 1132 of this title. The total expense of this license plate shall not exceed Five Dollars ($5.00).

If the person qualifies for a disabled veterans license plate and is also eligible for a physically disabled placard under the provisions of Section 15-112 of this title, the person shall be eligible to receive a disabled veterans license plate that also displays the international accessibility symbol, which is a stylized human figure in a wheelchair. Upon the death of the disabled veteran with a disabled veterans license plate with the international accessibility symbol, the plate shall be returned to the Tax Commission;

33. United States Air Force Association License Plates - such plates shall be designed for members of the United States Air Force Association. Persons applying for such license plate must show proof of membership in the Association. The license plates shall be designed in consultation with the Association;

34. Oklahoma Military Academy Alumni License Plates - such plates shall be designed and issued to any resident of this state who is an alumnus of the Oklahoma Military Academy. Such persons may apply for an Oklahoma Military Academy Alumnus license plate for each vehicle with a rated carrying capacity of one (1) ton or less.

The license plates shall be designed in consultation with the Oklahoma Military Academy and shall contain the shield of the Academy;

35. Amateur Radio Operator License Plates - such plates shall be designed and issued to any person, holding a valid operator's license, technician class or better, issued by the Federal Communications Commission, and who is also the owner of a motor vehicle currently registered in Oklahoma, in which has been installed amateur mobile transmitting and receiving equipment. Eligible persons shall be entitled to two special vehicle identification plates as herein provided. Application for such identification plates shall be on a form prescribed by the Tax Commission and the plates issued to such applicant shall have stamped thereon the word "Oklahoma" and bear the official call letters of the radio station assigned by the Federal Communications Commission to the individual amateur operator thereof. All applications for such plates must be made to the Tax Commission on or before the first day of October of any year for such plates for the following calendar year and must be accompanied by the fee required in this section together with a certificate, or such other evidence as the Tax Commission may require, of proof that applicant has a valid technician class or better amateur operator's license and proof of applicant's ownership of a vehicle in which radio receiving and transmitting equipment is installed. Applicants shall

only be entitled to one set of special identification plates in any one (1) year, and such calendar year shall be stamped thereon. The right to such special identification plates herein provided for shall continue until the amateur radio operator's license of the person to whom such plates are issued expires or is revoked;

36. American Legion License Plates - such plates shall be designed for members of the American Legion. Persons applying for such license plate must show proof of membership. The license plates shall be designed in consultation with the American Legion of Oklahoma;

37. Deputy Sheriff License Plates - such plates shall be designed for any currently employed or retired county sheriff or deputy sheriff. County sheriffs or deputy sheriffs may apply for such plates for vehicles with a rated capacity of one (1) ton or less upon proof of employment by or retirement from a county sheriff's office by either an identification card or letter from the county sheriff or a government-sponsored retirement board from which the county sheriff or deputy sheriff may be receiving a pension. Retirees who are eligible for such plates shall provide proof of eligibility upon initial application, but shall not be required to provide proof of eligibility annually. The license plates shall be designed in consultation with the county sheriff offices of this state;

38. ~~Surviving Spouse License Plates - such plates shall be designed for any resident of this state who is the surviving spouse of an honorably discharged veteran who died due to or as a consequence of a service-connected disability. Such surviving spouse may, if not since remarried, or if remarried, the remarriage is terminated by death, divorce or annulment, apply for a Surviving Spouse license plate for one vehicle with a rated carrying capacity of one (1) ton or less;~~

~~39.~~ Gold Star ~~Survivor~~/Surviving Spouse License Plates - such plates shall be designed to honor the surviving spouses of qualified veterans. As used in this paragraph, "qualified veteran" shall mean:

a. any person honorably discharged from any branch of the United States Armed Forces or as a member of the Oklahoma National Guard, who died as a direct result of the performance of duties for any branch of the United States Armed Forces or Oklahoma National Guard while on active military duty, or

b. any person honorably discharged from any branch of the United States Armed Forces or as a member of the Oklahoma National Guard, who died as a result of injury, illness or disease caused by the performance of such duties while on active duty, whether the death

occurred while on active duty or after the honorable discharge of such person.

The fee provided by this section for the special license plate authorized by this paragraph shall be in addition to all other registration fees provided by law, except the registration fees levied by Section 1132 of this title;

~~40.~~ 39. Korea Defense Service Medal License Plates - such plates shall be designed and issued to any resident of this state who has been awarded the Korea Defense Service Medal by the United States Secretary of Defense. Such persons may apply for a Korea Defense Service Medal license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

~~41.~~ 40. 180th Infantry License Plates - such plates shall be designed for members and prior members of the 180th Infantry. Persons applying for such license plate must obtain and provide proof of their membership from the 180th Infantry Association. The license plates shall be designed in consultation with the 180th Infantry;

~~42.~~ 41. Operation Iraqi Freedom Veteran License Plates - such plates shall be designed and issued to any honorably discharged or present member of the United States Armed Forces who served in Operation Iraqi Freedom. Such person may apply for an Operation Iraqi Freedom Veteran license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

~~43.~~ 42. United States Air Force Academy Alumni License Plates - such plates shall be designed and issued to any resident of this state who is an alumnus of the United States Air Force Academy. Such persons may apply for a United States Air Force Academy Alumnus license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

~~44.~~ 43. Operation Enduring Freedom Veteran License Plate – such plates shall be designed and issued to any honorably discharged or present member of the United States Armed Forces who served in Operation Enduring Freedom on or after September 11, 2001. The license plate shall be designed in consultation with the Military Department of the State of Oklahoma. Such person may apply for an Operation Enduring Freedom Veteran license plate for each vehicle with a rated carrying capacity of one (1) ton or less;

~~45.~~ 44. Military Multi-Decoration License Plate – such plates shall be designed and issued to any honorably discharged or present member of the United States Armed Forces who qualifies for more than one military decoration license plate pursuant to the provisions of this section. The Tax Commission shall develop and implement a system whereby the designs of the eligible license plates can be included together on a single license plate. Such person may apply for a Military Multi-Decoration license plate for each vehicle with a rated carrying capacity of one (1) ton or less; and

~~46.~~ 45. Global War on Terror Expeditionary License Plate - such plates shall be designed and issued to any honorably discharged or present member of the United States Armed Forces who has earned a Global War on Terror Expeditionary decoration. The license plate shall be designed in consultation with the United States Institute of Heraldry and the Military Department of the State of Oklahoma. Such person may apply for a Global War on Terror Expeditionary license plate for each vehicle with a rated carrying capacity of one (1) ton or less.

C. Unless otherwise provided by this section, the fee for such plates shall be Eight Dollars ($8.00) and shall be in addition to all other registration fees provided by the Oklahoma Vehicle License and Registration Act. Such fees shall be deposited in the Oklahoma Tax Commission Reimbursement Fund to be used for the administration of the Oklahoma Vehicle License and Registration Act.

SECTION 9. AMENDATORY 74 O.S. 2011, Section 150.5, is amended to read as follows:

Section 150.5 A. 1. Oklahoma State Bureau of Investigation investigations not covered under Section 150.2 of this title shall be initiated at the request of the following persons:

a. the Governor,

b. the Attorney General,

c. the Council on Judicial Complaints upon a vote by a majority of the Council,

d. the chair of any Legislative Investigating Committee which has been granted subpoena powers by resolution, upon authorization by a vote of the majority of the Committee,

e. the Director of the Department of Human Services, or designee, as authorized by Section 1-2-105 of Title 10A of the Oklahoma Statutes, or

f. a district court judge as authorized by Section 1-2-103 of Title 10A of the Oklahoma Statutes.

2. Requests for investigations shall be submitted in writing and shall contain specific allegations of wrongdoing under the laws of the State of Oklahoma.

B. The Governor may initiate special background investigations with the written consent of the person who is the subject of the investigation.

C. The Speaker of the House of Representatives may initiate special background investigations, with the written consent of the person who is the subject of the investigation, for any person whom the Speaker is considering for appointment pursuant to the Speaker's appointment authority.

D. The President Pro Tempore of the Senate may initiate special background investigations, with the written consent of the person who is the subject of the investigation, for any person whom the

President Pro Tempore is considering for appointment pursuant to the President Pro Tempore's appointment authority.

E. The chair of any Senate committee which is fulfilling the statutory responsibility for approving nominations made by the Governor may, upon a vote by a majority of the committee and with the written consent of the person who is to be the subject of the investigation, initiate a special background investigation of any nominee for the Oklahoma Horse Racing Commission as established by Section 201 of Title 3A of the Oklahoma Statutes or any nominee for the Board of Trustees of the Oklahoma Lottery Commission as established by Section 704 of Title 3A of the Oklahoma Statutes. The Bureau shall submit a report to the committee within thirty (30) days of the receipt of the request. Any consideration by the committee of a report from the Bureau shall be for the exclusive use of the committee and shall be considered only in executive session.

~~D.~~ F. 1. All records relating to any investigation being conducted by the Bureau, including any records of laboratory services provided to law enforcement agencies pursuant to paragraph 1 of Section 150.2 of this title, shall be confidential and shall not be open to the public or to the Commission except as provided in Section 150.4 of this title; provided, however, officers and agents of the Bureau may disclose, at the discretion of the Director, such investigative information to:

a. officers and agents of federal, state, county, or municipal law enforcement agencies and to district attorneys, in the furtherance of criminal investigations within their respective jurisdictions,

b. employees of the Department of Human Services in the furtherance of child abuse investigations, and

c. appropriate accreditation bodies for the purposes of the Bureau's obtaining or maintaining accreditation.

2. Any unauthorized disclosure of any information contained in the confidential files of the Bureau shall be a misdemeanor. The person or entity authorized to initiate investigations in this section, and the Attorney General in the case of investigations initiated by the Insurance Commissioner, shall receive a report of the results of the requested investigation. The person or entity requesting the investigation may give that information only to the appropriate prosecutorial officer or agency having statutory authority in the matter if that action appears proper from the information contained in the report, and shall not reveal or give such information to any other person or agency. Violation hereof shall be deemed willful neglect of duty and shall be grounds for removal from office.

~~E.~~ G. It shall not be a violation of this section to reveal otherwise confidential information to outside agencies or individuals who are providing interpreter services, questioned

document analysis, laboratory services, or other specialized services that are necessary in the assistance of Bureau investigations. Individuals or agencies receiving the confidential and investigative information or records or results of laboratory services provided to the Bureau by those agencies or individuals, shall be subject to the confidentiality provisions and requirements established in subsection ~~D~~ F of this section.

~~F.~~ H. It shall not be a violation of this section to reveal for training or educational purposes otherwise confidential information from records relating to any investigation previously conducted by the Bureau, including any records of laboratory services provided to law enforcement agencies pursuant to paragraph 1 of Section 150.2 of this title, so long as ten (10) or more years have passed since the production of the information or record.

~~G.~~ I. It shall not be a violation of this section to reveal otherwise confidential information from records relating to any investigation being conducted by the Bureau, including any records of laboratory services provided to law enforcement agencies pursuant to paragraph 1 of Section 150.2 of this title or to the public, provided, release of the confidential information has been authorized by the Director of the Bureau for the purposes of developing or obtaining further information reasonably necessary to the successful conclusion of a criminal investigation being conducted by the Bureau or authorized by the Director of the Bureau

for the purpose of advising crime victims or family representatives of homicide victims regarding the status of a pending investigation.

~~H.~~ J. The State Treasurer shall initiate a complete background investigation of the positions with the written consent of the persons who are the subject of the investigation pursuant to subsection I of Section 71.1 of Title 62 of the Oklahoma Statutes. The Bureau shall advise the State Treasurer and the Cash Management and Investment Oversight Commission in writing of the results of the investigation.

SECTION 10. This act shall become effective November 1, 2013."

Passed the House of Representatives the 16th day of April, 2013.

_____
Presiding Officer of the House of Representatives

Passed the Senate the ____ day of _____, 2013.

_____
Presiding Officer of the Senate