

**First Extraordinary Session
Seventy-fifth General Assembly
STATE OF COLORADO**

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 25B-0013.01 Christopher McMichael x4775

HOUSE BILL 25B-1008

HOUSE SPONSORSHIP

Lindstedt and Carter,

SENATE SPONSORSHIP

Amabile and Frizell,

House Committees

Business Affairs & Labor
Appropriations

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING CONSUMER PROTECTIONS IN INTERACTIONS WITH**
102 **ARTIFICIAL INTELLIGENCE SYSTEMS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill establishes that the use of artificial intelligence systems or required disclosure artificial intelligence systems (artificial intelligence systems) must comply with the "Colorado Consumer Protection Act". The attorney general may bring a claim against a developer or a deployer that uses an artificial intelligence system in a way that violates the "Colorado Consumer Protection Act". A developer or a deployer of an artificial

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

intelligence system must disclose to a consumer when the consumer is interacting with the artificial intelligence system and not with a human in certain circumstances. The bill establishes certain requirements for claims brought by the attorney general and parameters for court orders resulting from those claims. The attorney general may adopt rules for the implementation and enforcement of this provision of the bill.

A developer of an artificial intelligence system is also subject to the provisions of the "Colorado Anti-discrimination Act" if the artificial intelligence system is deployed in a way that violates the "Colorado Anti-discrimination Act". An individual may file a complaint with the Colorado civil rights division against the developer if the developer's artificial intelligence system discriminates against the individual in certain circumstances.

The bill requires that contracts entered into by a Colorado public school, a state agency, or other public entity comply with the provisions of the "Colorado Consumer Protection Act" or the "Colorado Anti-discrimination Act" in relation to the use and deployment of artificial intelligence systems and that a contractor agrees to indemnify and hold harmless a state agency or public entity.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **repeal and reenact,**
3 **with amendments,** part 17 of article 1 of title 6 as follows:

4 **PART 17**

5 **ARTIFICIAL INTELLIGENCE**

6 **6-1-1701. Definitions.** AS USED IN THIS PART 17, UNLESS THE
7 CONTEXT OTHERWISE REQUIRES:

8 (1) "ARTIFICIAL INTELLIGENCE SYSTEM" HAS THE MEANING SET
9 FORTH IN 15 U.S.C. SEC. 9401 (3).

10 (2) "CONSUMER" MEANS A RESIDENT OF THIS STATE WHO IS ACTING
11 IN AN INDIVIDUAL OR A HOUSEHOLD CONTEXT AND NOT IN A COMMERCIAL
12 CONTEXT.

13 (3) "DEPLOY" MEANS TO PUT AN ARTIFICIAL INTELLIGENCE SYSTEM
14 OR A REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM INTO USE.

1 (4) "DEPLOYER" MEANS A PERSON DOING BUSINESS IN THIS STATE
2 THAT DEPLOYS AN ARTIFICIAL INTELLIGENCE SYSTEM OR A REQUIRED
3 DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM.

4 (5) "DEVELOPER" MEANS A PERSON DOING BUSINESS IN THIS STATE
5 THAT DEVELOPS OR INTENTIONALLY AND SUBSTANTIALLY MODIFIES AN
6 ARTIFICIAL INTELLIGENCE SYSTEM OR A REQUIRED DISCLOSURE ARTIFICIAL
7 INTELLIGENCE SYSTEM.

8 (6) "EMPLOYMENT OPPORTUNITY" MEANS THE HIRING, FIRING, OR
9 PROMOTION OF AN INDIVIDUAL OR DECISIONS ABOUT AN INDIVIDUAL'S
10 SALARY.

11 (7) "ESSENTIAL GOVERNMENT SERVICES" MEANS THE PROVISION
12 OF PUBLIC BENEFITS, INCLUDING RETIREMENT, WELFARE, HEALTH,
13 DISABILITY, PUBLIC HOUSING OR ASSISTED HOUSING, FOOD ASSISTANCE,
14 UNEMPLOYMENT, OR SIMILAR BENEFITS, FOR WHICH PAYMENTS OR
15 ASSISTANCE IS PROVIDED TO AN INDIVIDUAL, HOUSEHOLD, OR FAMILY BY
16 AN AGENCY OF THE STATE OR A LOCAL GOVERNMENT.

17 (8) (a) "INTENTIONALLY AND SUBSTANTIALLY MODIFIES" MEANS
18 MAKING CHANGES TO AN ARTIFICIAL INTELLIGENCE SYSTEM OR A
19 REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM IN A MANNER
20 THAT MATERIALLY ALTERS THE SYSTEM'S FUNCTIONALITY, INTENDED USE,
21 OR REASONABLY FORESEEABLE RISKS OF HARM.

22 (b) "INTENTIONALLY AND SUBSTANTIALLY MODIFIES" DOES NOT
23 INCLUDE ROUTINE CUSTOMIZATION OR CONFIGURATION OF AN ARTIFICIAL
24 INTELLIGENCE SYSTEM OR A REQUIRED DISCLOSURE ARTIFICIAL
25 INTELLIGENCE SYSTEM FOR PARTICULAR USES, WHICH ROUTINE
26 CUSTOMIZATION OR CONFIGURATION DOES NOT MATERIALLY CHANGE THE
27 SYSTEM'S INTENDED PURPOSE OR REASONABLY FORESEEABLE RISKS OF

1 HARM.

2 (9) "REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM"
3 MEANS AN ARTIFICIAL INTELLIGENCE SYSTEM THAT IS DESIGNED TO
4 INTERACT WITH A CONSUMER USING TEXT, AUDIO, OR VISUAL
5 COMMUNICATION TO PROVIDE OR DENY:

6 (a) EDUCATION ENROLLMENT, ADMISSIONS, OR PLACEMENT;

7 (b) FINANCIAL AID OR SCHOLARSHIPS;

8 (c) EXPULSION FROM AN EDUCATIONAL INSTITUTION, STUDENT
9 DISCIPLINE, OR ASSESSMENT OF A STUDENT'S WORK PRODUCT, INCLUDING
10 GRADING OR DETECTION OF CHEATING AND PLAGIARISM;

11 (d) AN EMPLOYMENT OPPORTUNITY;

12 (e) LENDING OR CREDIT SERVICES;

13 (f) ESSENTIAL GOVERNMENT SERVICES;

14 (g) HEALTH-CARE SERVICES;

15 (h) HOUSING, WITH RESPECT TO THE PURCHASE OR RENTING OF A
16 RESIDENTIAL PROPERTY;

17 (i) INSURANCE; OR

18 (j) LEGAL SERVICES.

19 **6-1-1702. Disclosure regarding use of an artificial intelligence**
20 **system and required disclosure artificial intelligence system -**

21 **exception.** (1) (a) ON AND AFTER JANUARY 1, 2027, A DEVELOPER OF AN
22 ARTIFICIAL INTELLIGENCE SYSTEM THAT IS CAPABLE OF ENGAGING IN
23 INTERACTIVE, TWO-WAY COMMUNICATION WITH A CONSUMER USING
24 NATURAL LANGUAGE IN TEXT, VOICE, OR VIDEO FORM, AND IN A MANNER
25 THAT A REASONABLE CONSUMER COULD MISTAKE FOR HUMAN
26 INTERACTION, SHALL, AT THE TIME THE DEVELOPER SELLS, LICENSES, OR
27 OTHERWISE DISTRIBUTES THE SYSTEM, ENSURE THAT THE SYSTEM IS

1 CAPABLE OF DISCLOSING TO A CONSUMER, WHEN REQUESTED BY THE
2 CONSUMER, THAT THE CONSUMER IS INTERACTING WITH AN ARTIFICIAL
3 INTELLIGENCE SYSTEM AND NOT WITH A HUMAN.

4 (b) ON AND AFTER JANUARY 1, 2027, A DEPLOYER OF AN
5 ARTIFICIAL INTELLIGENCE SYSTEM THAT IS CAPABLE OF ENGAGING IN
6 INTERACTIVE, TWO-WAY COMMUNICATION WITH A CONSUMER USING
7 NATURAL LANGUAGE IN TEXT, VOICE, OR VIDEO FORM, AND IN A MANNER
8 THAT A REASONABLE CONSUMER COULD MISTAKE FOR HUMAN
9 INTERACTION, SHALL ENSURE THAT THE SYSTEM DISCLOSES TO A
10 CONSUMER, WHEN REQUESTED BY THE CONSUMER, THAT THE CONSUMER
11 IS INTERACTING WITH AN ARTIFICIAL INTELLIGENCE SYSTEM AND NOT WITH
12 A HUMAN.

13 (2) ON AND AFTER JANUARY 1, 2027, A DEPLOYER OF A REQUIRED
14 DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM SHALL CLEARLY AND
15 CONSPICUOUSLY DISCLOSE TO THE CONSUMER, BEFORE THE INTERACTION,
16 THAT THE CONSUMER IS INTERACTING WITH A REQUIRED DISCLOSURE
17 ARTIFICIAL INTELLIGENCE SYSTEM AND NOT WITH A HUMAN.

18 (3) (a) THE DISCLOSURE REQUIRED BY SUBSECTION (2) OF THIS
19 SECTION SHALL BE MADE TO A CONSUMER INTERACTING WITH A REQUIRED
20 DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM IN THE USER INTERFACE
21 WITH WHICH THE CONSUMER INTERACTS WITH THE SYSTEM AND AT THE
22 BEGINNING OF THE CONSUMER'S INTERACTION WITH THE SYSTEM:

23 (I) VERBALLY DURING AN ORAL EXCHANGE OR CONVERSATION; OR

24 (II) BY USE OF AN ELECTRONIC MESSAGE.

25 (b) WHEN A DEPLOYER IS REQUIRED TO MAKE A DISCLOSURE
26 PURSUANT TO SUBSECTION (2) OF THIS SECTION, THE DEPLOYER MUST
27 INCLUDE THE FOLLOWING INFORMATION:

1 (I) THE NAME OF THE DEVELOPER OR DEVELOPERS OF THE
2 REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM;

3 (II) THE TRADE NAME OF THE REQUIRED DISCLOSURE ARTIFICIAL
4 INTELLIGENCE SYSTEM; AND

5 (III) THE DEPLOYER'S CONTACT INFORMATION, INCLUDING PHONE
6 NUMBER OR EMAIL ADDRESS.

7 (4) DISCLOSURE IS NOT REQUIRED UNDER SUBSECTION (1) OR (2)
8 OF THIS SECTION UNDER CIRCUMSTANCES IN WHICH:

9 (a) IT WOULD BE OBVIOUS TO A REASONABLE CONSUMER THAT THE
10 CONSUMER IS INTERACTING WITH AN ARTIFICIAL INTELLIGENCE SYSTEM OR
11 A REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM; OR

12 (b) THE DISCLOSURE COULD IMPEDE AN EMERGENCY
13 COMMUNICATION OR EMERGENCY RESPONSE.

14 **6-1-1703. Violations of the "Colorado Consumer Protection**
15 **Act" - enforcement.** (1) NOTWITHSTANDING SECTION 6-1-103, THE
16 ATTORNEY GENERAL HAS EXCLUSIVE AUTHORITY TO ENFORCE THIS PART
17 17.

18 (2) NOTWITHSTANDING SECTION 6-1-113, ON AND AFTER
19 JANUARY 1, 2027, A VIOLATION OF THIS PART 17 CONSTITUTES A
20 DECEPTIVE TRADE PRACTICE PURSUANT TO SECTION 6-1-105 (1)(hhhh).

21 (3) (a) ON AND AFTER JANUARY 1, 2027, THE DESIGN,
22 DEVELOPMENT, DISTRIBUTION, OR USE OF AN ARTIFICIAL INTELLIGENCE
23 SYSTEM OR A REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM
24 MAY BE THE BASIS FOR LIABILITY PURSUANT TO THIS ARTICLE 1 TO THE
25 EXTENT THAT A VIOLATION OF THIS PART 17 OR THIS ARTICLE 1 CAN BE
26 ESTABLISHED.

27 (b) COMPLIANCE WITH THE REQUIREMENTS OF THIS PART 17 DOES

1 NOT NEGATE OR AFFECT THE LIABILITY OR POTENTIAL LIABILITY OF A
2 DEVELOPER OR DEPLOYER OF AN ARTIFICIAL INTELLIGENCE SYSTEM OR A
3 REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM UNDER PARTS
4 3 TO 8 OF ARTICLE 34 OF TITLE 24.

5 (c) NOTHING IN THIS PART 17 INTERFERES WITH THE RIGHTS
6 AVAILABLE TO CONSUMERS PURSUANT TO SECTION 6-1-113 IN RELATION
7 TO A CLAIM INVOLVING THE DESIGN, DEVELOPMENT, DISTRIBUTION, OR USE
8 OF AN ARTIFICIAL INTELLIGENCE SYSTEM OR A REQUIRED DISCLOSURE
9 ARTIFICIAL INTELLIGENCE SYSTEM IN SUCH A WAY THAT VIOLATES THIS
10 ARTICLE 1.

11 (4) ON AND AFTER JANUARY 1, 2027, IN AN ACTION BROUGHT BY
12 THE ATTORNEY GENERAL RELATED TO THE USE OF AN ARTIFICIAL
13 INTELLIGENCE SYSTEM OR A REQUIRED DISCLOSURE ARTIFICIAL
14 INTELLIGENCE SYSTEM IN A MANNER THAT VIOLATES THIS PART 17 OR THIS
15 ARTICLE 1, IF THE COURT DECLARES THAT AN ACT OR PRACTICE VIOLATES
16 THIS PART 17 OR THIS ARTICLE 1, THE COURT MAY:

17 (a) ISSUE AN INJUNCTION FOR A VIOLATION OF THIS PART 17 OR
18 THIS ARTICLE 1;

19 (b) ORDER DISGORGEMENT OF ANY MONEY RECEIVED IN
20 VIOLATION OF THIS PART 17 OR THIS ARTICLE 1; OR

21 (c) ORDER THE PAYMENT OF DISGORGED MONEY OR OF DAMAGES
22 TO A PERSON INJURED BY A VIOLATION OF THIS PART 17 OR THIS ARTICLE
23 1.

24 (5) IF THE COURT GRANTS JUDGMENT, INCLUDING INJUNCTIVE
25 RELIEF, TO THE ATTORNEY GENERAL IN A CLAIM REGARDING A VIOLATION
26 OF THIS PART 17 OR THIS ARTICLE 1, THE COURT MAY AWARD TO THE
27 ATTORNEY GENERAL COURT COSTS OR INVESTIGATIVE FEES.

1 (6) NOTHING IN THIS PART 17, INCLUDING THE ENFORCEMENT
2 AUTHORITY GRANTED TO THE ATTORNEY GENERAL UNDER THIS SECTION,
3 PREEMPTS OR OTHERWISE AFFECTS ANY OTHER RIGHT, CLAIM, REMEDY,
4 PRESUMPTION, OR DEFENSE AVAILABLE AT LAW OR IN EQUITY.

5 (7) (a) THIS PART 17 DOES NOT AUTHORIZE A PRIVATE RIGHT OF
6 ACTION FOR A VIOLATION OF THIS PART 17 OR THIS ARTICLE 1.

7 (b) THIS PART 17 DOES NOT RELIEVE ANY PARTY FROM ANY DUTY
8 OR OBLIGATION IMPOSED UNDER THIS ARTICLE 1 AND DOES NOT ALTER
9 ANY RIGHT OR RECOURSE AVAILABLE TO A PERSON UNDER THIS ARTICLE
10 1 OR OTHER APPLICABLE STATE LAW OR ANY RIGHT OR RECOURSE THAT IS
11 OTHERWISE AVAILABLE TO A PERSON AT LAW OR IN EQUITY.

12 **6-1-1704. Rules.** THE ATTORNEY GENERAL MAY ADOPT RULES AS
13 NECESSARY TO IMPLEMENT AND ENFORCE THIS PART 17.

14 **SECTION 2.** In Colorado Revised Statutes, **add** 24-34-310 as
15 follows:

16 **24-34-310. Violations of "Colorado Anti-discrimination Act"**
17 **by use of artificial intelligence systems and required disclosure**
18 **artificial intelligence systems - definitions - rules.** (1) (a) THE DESIGN,
19 DEVELOPMENT, OR USE OF AN ARTIFICIAL INTELLIGENCE SYSTEM OR A
20 REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM MAY BE THE
21 BASIS FOR LIABILITY UNDER PARTS 3 TO 8 OF THIS ARTICLE 34 TO THE
22 EXTENT THAT A VIOLATION OF ANY SUCH PROVISIONS CAN BE
23 ESTABLISHED.

24 (b) COMPLIANCE WITH THE REQUIREMENTS OF PARTS 3 TO 8 OF
25 THIS ARTICLE 34 DOES NOT NEGATE OR AFFECT THE LIABILITY OR
26 POTENTIAL LIABILITY OF A DEVELOPER OR DEPLOYER OF AN ARTIFICIAL
27 INTELLIGENCE SYSTEM OR A REQUIRED DISCLOSURE ARTIFICIAL

1 INTELLIGENCE SYSTEM UNDER ARTICLE 1 OF TITLE 6.

2 (2) NOTHING IN THIS SECTION PREEMPTS OR OTHERWISE AFFECTS
3 ANY RIGHT, CLAIM, REMEDY, PRESUMPTION, OR DEFENSE AVAILABLE
4 UNDER PARTS 3 TO 8 OF THIS ARTICLE 34 OR OTHERWISE AVAILABLE AT
5 LAW OR IN EQUITY.

6 (3) THE COMMISSION MAY ADOPT RULES AS NECESSARY TO
7 IMPLEMENT AND ENFORCE THIS SECTION.

8 (4) **Definitions.** AS USED IN THIS SECTION, UNLESS THE CONTEXT
9 OTHERWISE REQUIRES:

10 (a) "ARTIFICIAL INTELLIGENCE SYSTEM" HAS THE MEANING SET
11 FORTH IN SECTION 6-1-1701 (1).

12 (b) "DEVELOPER" HAS THE MEANING SET FORTH IN SECTION
13 6-1-1701 (5).

14 (c) "REQUIRED DISCLOSURE ARTIFICIAL INTELLIGENCE SYSTEM"
15 HAS THE MEANING SET FORTH IN SECTION 6-1-1701 (9).

16 **SECTION 3.** In Colorado Revised Statutes, 22-1-135, **amend**
17 (2)(a)(V) as follows:

18 **22-1-135. Terms and conditions in public school contracts -**
19 **definitions.** (2) (a) A term or condition in a public school contract is void
20 ab initio if the term or condition:

21 (V) Purports to waive, alter, or limit the application of:

22 (A) The "Student Data Transparency and Security Act", article 16
23 of this title 22;

24 (B) The provisions of sections 6-1-713 and 6-1-713.5 relating to
25 protection and disposal of personal identifying information;

26 (C) The provisions of article 73 of title 24 relating to security
27 breaches and personal information;

1 (D) ~~or, upon it taking effect on July 1, 2023,~~ The "Colorado
2 Privacy Act", part 13 of article 1 of title 6; ~~or~~

3 (E) THE PROVISIONS OF PART 17 OF ARTICLE 1 OF TITLE 6 RELATING
4 TO THE DISCLOSURE REQUIREMENTS FOR THE USE AND DEPLOYMENT OF
5 ARTIFICIAL INTELLIGENCE SYSTEMS; OR

6 (F) THE PROVISIONS OF SECTION 24-34-310 RELATING TO THE
7 DISCLOSURE REQUIREMENTS FOR THE USE AND DEPLOYMENT OF
8 ARTIFICIAL INTELLIGENCE SYSTEMS; OR

9 **SECTION 4.** In Colorado Revised Statutes, **add** 24-106-110 as
10 follows:

11 **24-106-110. Terms and conditions in public entity contracts**
12 **for artificial intelligence systems - indemnification - definitions.**

13 (1) **Definitions.** AS USED IN THIS SECTION, UNLESS CONTEXT OTHERWISE
14 REQUIRES:

15 (a) "ARTIFICIAL INTELLIGENCE SYSTEM" HAS THE MEANING SET
16 FORTH IN SECTION 6-1-1701 (1).

17 (b) "CONTRACTOR" MEANS A PERSON HAVING A CONTRACT OR AN
18 AGREEMENT WITH A COLORADO STATE AGENCY OR PUBLIC ENTITY,
19 EXCLUDING A CONTRACT OR AN AGREEMENT BETWEEN A COLORADO
20 STATE AGENCY OR PUBLIC ENTITY AND ANOTHER COLORADO STATE
21 AGENCY, PUBLIC ENTITY, OR EMPLOYEE OF A COLORADO STATE AGENCY
22 OR PUBLIC ENTITY.

23 (c) "PUBLIC ENTITY" HAS THE MEANING SET FORTH IN SECTION
24 24-34-301 (18).

25 (2) A CONTRACT OR AN AGREEMENT THAT IS ENTERED INTO
26 BETWEEN A COLORADO STATE AGENCY OR PUBLIC ENTITY AND A
27 CONTRACTOR FOR PRODUCTS OR SERVICES RELATED TO THE USE OF AN

1 ARTIFICIAL INTELLIGENCE SYSTEM MUST INCLUDE THE PROVISIONS
2 REQUIRED IN SUBSECTION (3) OF THIS SECTION.

3 (b) IF A CONTRACT OR AN AGREEMENT BETWEEN A COLORADO
4 STATE AGENCY OR PUBLIC ENTITY AND A CONTRACTOR DOES NOT INCLUDE
5 THE PROVISIONS REQUIRED IN SUBSECTION (3) OF THIS SECTION, THE
6 CONTRACT OR AGREEMENT IS DEEMED TO INCLUDE THE PROVISIONS
7 REQUIRED IN SUBSECTION (3) OF THIS SECTION, IF THE PRIMARY PURPOSE
8 OF THE CONTRACT OR AGREEMENT IS TO ACQUIRE PRODUCTS OR SERVICES
9 RELATED TO THE USE OF AN ARTIFICIAL INTELLIGENCE SYSTEM FOR THE
10 BENEFIT OF THE STATE AGENCY OR PUBLIC ENTITY.

11 (3) (a) A CONTRACTOR SHALL CERTIFY THAT THE PRODUCTS AND
12 SERVICES THE CONTRACTOR IS PROVIDING TO THE STATE AGENCY OR
13 PUBLIC ENTITY PURSUANT TO THEIR CONTRACT OR AGREEMENT COMPLY
14 WITH THE PROVISIONS OF PART 17 OF ARTICLE 1 OF TITLE 6 RELATED TO
15 THE USE OF ARTIFICIAL INTELLIGENCE SYSTEMS.

16 (b) A CONTRACTOR SHALL CERTIFY THAT THE PRODUCTS AND
17 SERVICES THE CONTRACTOR IS PROVIDING TO THE STATE AGENCY OR
18 PUBLIC ENTITY PURSUANT TO THEIR CONTRACT OR AGREEMENT COMPLY
19 WITH SECTION 24-34-310 RELATED TO THE USE OF ARTIFICIAL
20 INTELLIGENCE SYSTEMS.

21 (c) THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND
22 ASSUME LIABILITY ON BEHALF OF THE STATE AGENCY OR PUBLIC ENTITY,
23 AND THE STATE AGENCY'S OR PUBLIC ENTITY'S OFFICERS, EMPLOYEES, AND
24 AGENTS, FOR ALL COSTS, EXPENSES, CLAIMS, DAMAGES, LIABILITIES,
25 COURT AWARDS, ATTORNEY FEES AND RELATED COSTS, AND ANY OTHER
26 AMOUNTS INCURRED BY THE STATE AGENCY OR PUBLIC ENTITY IN
27 RELATION TO THE CONTRACTOR'S NONCOMPLIANCE WITH:

1 (I) PART 17 OF ARTICLE 1 OF TITLE 6 RELATING TO THE USE OF
2 ARTIFICIAL INTELLIGENCE SYSTEMS; AND

3 (II) SECTION 24-34-310 RELATING TO THE USE OF ARTIFICIAL
4 INTELLIGENCE SYSTEMS.

5 **SECTION 5. Act subject to petition - effective date.** Section
6 24-34-310, Colorado Revised Statutes, as enacted in section 2 of this act;
7 section 22-1-135 (2)(a)(V), Colorado Revised Statutes, as amended in
8 section 3 of this act; and section 24-106-110, Colorado Revised Statutes,
9 as enacted in section 4 of this act, take effect January 1, 2027, and the
10 remainder of this act takes effect at 12:01 a.m. on the day following the
11 expiration of the ninety-day period after final adjournment of the general
12 assembly; except that, if a referendum petition is filed pursuant to section
13 1 (3) of article V of the state constitution against this act or an item,
14 section, or part of this act within such period, then the act, item, section,
15 or part will not take effect unless approved by the people at the general
16 election to be held in November 2026 and, in such case, will take effect
17 on the date of the official declaration of the vote thereon by the governor;
18 except that section 24-34-310, Colorado Revised Statutes, as enacted in
19 section 2 of this act; section 22-1-135 (2)(a)(V), Colorado Revised
20 Statutes, as amended in section 3 of this act; and section 24-106-110,
21 Colorado Revised Statutes, as enacted in section 4 of this act, take effect
22 January 1, 2027, or on the date of the official declaration of the vote
23 thereon by the governor, whichever is later.