Federal, State and Intergovernmental Relations (FSIR) Meeting
September 25, 2020
1:00 PM
WebEx Meeting
Access information provide to Internal Staff

Public Participation Dialing Instructions
Dial Access Number: 1-877-820-7831
Enter Participant Code: 254610#

Council Member Angela Lawson, Chair
Council Member Allison Hiltz, Vice Chair
Council Member Crystal Murillo, Member

Serve as leaders and partner with other governments and jurisdictions

1.	Consent Items (None)	
2.	Approval of Minutes	Lawson
3.	Federal Legislative Update	Hettinger
4.	State Legislative Update	O'Keefe/Palmisano
5.	2020 Ballot Questions	Palmisano
6.	Review & Renewal of 2021 State & Federal Lobbying Contracts	Palmisano
7.	Water Update	Kitzmann
8.	Miscellaneous Matters for Consideration	

Next meeting – October 30, 2020

Federal, State and Intergovernmental Relations (FSIR) Meeting
Video Conference Call Meeting
August 28, 2020

Members Present: Council Member Angela Lawson, Chair; Council Member Crystal Murillo, Member

Others Present: Luke Palmisano, Nancy Rodgers, Kathy Kitzmann, Totsy Rees, Lauri Hettinger, Natasha Campbell, Roberto Venegas

1. APPROVAL OF MINUTES: JULY 31, 2020 minutes were approved as written.

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2. CONSENT ITEMS: None.

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3. WELCOME AND INTRODUCTIONS:
Summary of Issue and Discussion: Chair CM Angela Lawson welcomed the committee to the video conference call and introductions were made.

Outcome: Information only.

Follow-up Action: None.

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4. FEDERAL LEGISLATIVE UPDATE: Lauri Hettinger, federal lobbyist, gave an update on current federal legislation. There is not much new happening since Congress is still in recess. The Senate is in recess until the week of September 7 and the House will be out until the week of September 14. There have been some conversations between Speaker Nancy Pelosi and White House Chief of Staff Mark Meadows regarding a COVID stimulus bill, but they have not been able to move anything forward. There is a possibility that something could get passed prior to the election. The COVID bill will probably be added to the funding package for federal agencies. The fiscal year for the federal government ends on September 30. Since the Senate has not passed any appropriations bills it is likely Congress will have to pass a continuation resolution (CR) to provide money for all the federal agencies through early December. The transportation-related FAST Act also expires on September 30 and will most likely be extended with the CR. CM Lawson said she is very concerned about unemployment benefits being extended and would like to know if there will be any movement on this in the COVID stimulus bill. She stated that there is a big concern for Aurora constituents who have either lost jobs or had to resign because their children are schooling from home and September may be the start of a very difficult month for many individuals in our city. L. Hettinger said that has been a priority for the Democrats and they are hopeful they will get something passed in September.

There has been no movement on police reform. It looks like there may be some movement on that in the first or second quarter of 2021 with the change in Congress.

L. Hettinger briefed the committee on new federal guidance related to DACA. On Monday, August 24th, US Citizenship and Immigration Services (USCIS) issued guidance regarding DACA renewals & applications. This guidance comes as a result of a policy change by Acting Secretary of Homeland Security Chad Wolf and outlines the following changes: All new applications for DACA will be rejected; Renewals of DACA will still be processed but they will only be for one-year terms instead of the 2-year terms originally established. This guidance follows a landmark US Supreme Court decision stating that the Trump administration must restore the DACA program and open it up to new applicants.

Summary of Issue and Discussion: Information only.

Outcome: Information only.

Follow-up Action: None.

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5. STATE LEGISLATIVE UPDATE

Summary of Issue and Discussion:

Totsy Rees, state lobbyist, gave an update on the state legislation. There is not much going on at the State level since most people are running for office this year. There have been some conversations about setting up some meetings with the Aurora delegation before the election in order to keep Council up to speed on what is happening at the Capitol. T. Rees said they can plan something if the committee agrees. L. Palmisano said he and P. O'Keefe did have some conversations regarding setting up meetings with the Aurora delegation and Council. There had been some discontent with some of the council members not being kept in the loop of the Governor's decision to initiate an independent investigation into the Aurora police department. The feeling is that having a video conference meeting before the election would be beneficial. No date has been set until there is approval from the committee. CM Lawson said she agrees with having a meeting in September since the legislative session starts in January and it would be interesting to see what the Aurora delegation priorities are so we know where to focus our lobbying efforts. CM Murillo also agreed. L. Palmisano said it would be a good idea to have a call in September to update the delegation on Aurora's police reform efforts, the hiring of the new chief, and investigations related to the Elijah McClain case as well as hearing from the delegation regarding police reform. Then there can be another call in December once the new legislative members are in place. The focus for that call can be on what Aurora's priorities are going forward. CM Lawson said Senator Fields is working on an unemployment fix that could be done at the State level. She is interested to know more information about that. L. Palmisano said he will work on setting up the calls.

T. Rees said there was a meeting at the CDPHE where they said there would be no water bill from them this year. They are trying to find out what Waters of the US will be doing if there should be a new administration next year. K. Kitzmann added said that all could change rather quickly if there is not a change in administration or if the federal lawsuits go in a different direction. K. Kitzmann said that Aurora Water got an RFP out for the state lobbying services. Proposals are due September 11. A selection should be made by October 1 and a contract to start on November 1.

Outcome: Staff will work on setting up a video conference call with the Aurora delegation and council members.

Follow-up Action: Staff will send out email with possible dates for video conference call.

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6. MISCELLANEOUS MATTERS FOR CONSIDERATION

L. Palmisano said he has a couple of items for September's meeting. The State lobbying contract as well as the Federal lobbying contract will be on the agenda in September. The ballot initiatives are almost finalized so they will be on the agenda as well. L. Palmisano said he wanted to follow up on the police agenda item. He had been waiting to see what would happen with CM Gardner's ordinance. L. Palmisano said he has been in contact with the Aurora Police Department (APD) regarding attending FSIR meetings. At this point they are discussing protocols because APD has expressed reluctance with tracking all police related legislation. There will be an update on this item in September. CM Lawson said since there is so much legislation and reform going on from the city level all the way up to the federal level it would be important to have a standing police item on the agenda. CM Murillo agreed. CM Murillo stated there have been conversations about police reform in this committee for a long time and we should have police in on the conversation regarding policy.

CM Murillo gave an update on the RTD Accountability Committee. They have created 3 sub-committees; Operations, Finance and Governance. CM Murillo said her emphasis has been equity and sustainability and how to implement those ideas into all the sub-committees. L. Palmisano will be helping to come up with some questions to guide those conversations.

The committee discussed having more discussion at a future FSIR meeting regarding equity and diversity topics including what the City Manager is currently doing and possibly having Janice Napper, Equity, Diversity and Inclusion Officer come to a meeting as well.

Outcome: Staff will add Police as a standing item to the FSIR Agenda

Follow-up Action: Add agenda item

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7. CONFIRM NEXT MEETING

The next meeting is scheduled for September 25, 2020, 1:00 PM WebEx video conference meeting.

Approved:

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Angela Lawson Date
Committee Chair

MEMORANDUM

TO: THE FEDERAL, STATE, AND INTERGOVERNMENTAL RELATIONS COMMITTEE

FROM: LUKE PALMISANO: INTERGOVERNMENTAL RELATIONS MANAGER

SUBJECT: 2020 BALLOT QUESTIONS

DATE: 9/25/20

Background

Colorado has 11 ballot questions on the 2020 November General Election ballot. The text below is direct from the nonpartisan Colorado Legislative Council. This language is what will appear on the ballot and in the Blue Book election guide.

Amendment B – Modify Property Taxes

Amendment B proposes amending the state's constitution to:

- Remove the requirement that the taxable portion of residential property value be adjusted so that residential and non-residential property make up constant portions of total statewide taxable property over time;
- Repeals the requirement that fixes the taxable portion of non-residential property value at 29 percent.

A "yes" vote repeals sections of the Colorado Constitution related to property taxes, including the mechanisms for setting the residential assessment rate used to calculate property taxes. As a result, the residential assessment rate will remain constant and expected future decreases will not be required by law.

A "no" vote leaves constitutional provisions related to property taxes in place, maintaining current mechanisms for setting the assessment rates used to calculate property taxes. This is expected to result in a decreasing residential assessment rate over time.

Text of legislative bill (PDF)

Amendment C – Conduct of Charitable Gaming

Amendment C, if passed, would:

- Reduce the number of years a non-profit organization must operate in Colorado to apply for a bingo-raffle license from five to three;
- Ease compensation and organization membership restrictions for bingo-raffle workers.

A “yes” vote on Amendment C allows non-profit organizations operating in Colorado for three years to apply for a bingo-raffle license, permits these games to be conducted by workers who are not members of the organization and allows workers to receive compensation up to minimum wage.

A “no” vote on Amendment C maintains the current requirements that non-profit organizations must operate in Colorado for five years prior to applying for a bingo-raffle license, and that workers must be unpaid volunteers who are members of the non-profit organization.

Text of legislative bill (PDF)

Amendment 76 – Citizenship Qualification of Voters

Initiative 76 will enshrine in the constitution a requirement that a person must be a citizen in order to vote. Under current law, non-citizens cannot vote in Colorado elections.

Amendment 76 proposes to amend the state's constitution to specify that “only a citizen” of the United States rather than “every citizen” of the United States is eligible to vote in Colorado elections.

A "yes" vote on Amendment 76 will change constitutional language to specify that only U.S. citizens age 18 and older are eligible to participate in Colorado elections.

A "no" vote on Amendment 76 means the current constitutional language allowing every U.S. citizen to vote in Colorado elections will remain unchanged.

Text of measure (PDF)

Amendment 77/Initiative 257 - Local Voter Approval of Casino Bet Limits and Games

If passed, Amendment 77 (Initiative 257) would amend the Colorado Constitution and the Colorado statutes to:

- allow voters in the three gaming cities (Black Hawk, Central City, and Cripple Creek) to increase or remove current bet limits;
- approve any new casino games in each city;
- expand the current use of casino tax revenue for community colleges to include student retention and completion programs.

A “yes” vote on Amendment 77 means that the voters of Black Hawk, Central City, and Cripple Creek will be allowed to increase or remove casino bet limits and approve new casino games.

A “no” vote on Amendment 77 means that current casino bet limits and games will remain in the Constitution, and a statewide vote will continue to be required to make any changes to these restrictions.

Text of measure (PDF)

Proposition EE – Taxes on Nicotine Products

If approved, Proposition EE would:

- increase taxes on cigarettes and tobacco products; create a new tax on nicotine products, including vaping products;
- Would distribute the new revenue to expanded preschool programs, as well as to K-12 education, rural schools, affordable housing, eviction assistance, tobacco education, and health care.

A “yes” vote increases taxes on cigarettes and other tobacco products, and creates a new tax on nicotine products, including vaping products. The new tax revenue will be spent on education, housing, tobacco prevention, health care, and preschool.

A “no” vote means taxes on cigarettes and other tobacco products will stay the same, and there will be no new taxes on nicotine or vaping products.

Text of legislative bill (PDF)

Proposition 113 – Adopt Agreement to Elect U.S. President by National Popular Vote

If approved, Proposition 113 would enter Colorado into an agreement among states to elect the President of the United States by a national popular vote once enough states join the National Popular Vote Interstate Compact.

A "yes" vote on Proposition 113 approves a bill passed by the legislature and signed by the Governor joining Colorado with other states as part of an agreement to elect the President of the United States by national popular vote if enough states enter the agreement.

A "no" vote on Proposition 113 rejects a bill passed by the legislature and signed by the Governor and retains Colorado’s current system of awarding all of its electors for the President of the United States to the winner of the Colorado popular vote.

Text of legislative bill (PDF)

Proposition 114 – Reintroduction and Management of Gray Wolves

If passed, Proposition 114 would:

- Require the state to develop a plan to reintroduce and manage gray wolves in Colorado;
- Take necessary steps to begin reintroduction by December 31, 2023;
- Pay fair compensation for livestock losses caused by gray wolves.

A “yes” vote on Proposition 114 means that the Colorado Parks and Wildlife Commission will develop a plan to reintroduce and manage gray wolves west of the Continental Divide.

A “no” vote on Proposition 114 means that Colorado will not be required to reintroduce gray wolves.

Text of measure (PDF)

Proposition 115 – Prohibit Abortions After 22 Weeks

Proposition 115 proposes amending the Colorado statutes to:

- Prohibit abortions after 22 weeks gestational age of the fetus, except when an abortion is immediately required to save the life of a pregnant woman;
- Create a criminal penalty for any person who performs a prohibited abortion;
- Would require that the state suspend the medical license for at least three years of any physician who violates the measure.

A "yes" vote on Proposition 115 prohibits abortions in Colorado after 22 weeks gestational age, except when an abortion is immediately required to save the life of a pregnant woman.

A "no" vote on Proposition 115 means that abortion in Colorado continues to be legal at any time during a pregnancy.

Text of measure (PDF)

Proposition 116 - State Income Tax Rate Reduction

If approved, Proposition 116 would reduce the state income tax rate from 4.63 percent to 4.55 percent for tax year 2020 and future years.

A "yes" vote on Proposition 116 reduces the state income tax rate to 4.55 percent for tax year 2020 and future years.

A "no" vote on Proposition 116 keeps the state income tax rate unchanged at 4.63 percent.

Text of measure (PDF)

Proposition 117 – Voter Approval for Certain New State Enterprises

If approved, Proposition 117 would require voter approval for new state government-owned businesses, called enterprises;

- If the enterprise's revenue from fees over its first five years exceeds $100 million;
- Require that specific language be included on the ballot when voters are asked to approve enterprises.

A "yes" vote on Proposition 117 requires voter approval for new state government enterprises with fee revenue over $100 million in the first five years.

A "no" vote retains the state legislature's authority to create new enterprises as under current law.

Text of Measure (PDF)

Proposition 118/Initiative 283 – Paid Family and Medical Leave Insurance Program

Proposition 118 would:

- create a paid family and medical leave insurance program for Colorado employees administered by the Colorado Department of Labor and

Employment;

- require employers and employees in Colorado to pay a payroll premium to finance paid family and medical leave insurance benefits beginning January 1, 2023;
- allow eligible employees up to 12 weeks of paid family and medical leave insurance benefits annually beginning January 1, 2024;
- and create job protections for employees who take paid family and medical leave.

A 'yes' vote on Proposition 118 means the state will create an insurance program to provide paid family and medical leave benefits to eligible employees in Colorado funded by premiums paid by employers and employees.

A 'no' vote on Proposition 118 means the state will not create a paid family and medical leave insurance program.

Text of measure (PDF)

NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.

An Act

SENATE CONCURRENT RESOLUTION 20-001

BY SENATOR(S) Tate and Hansen, Rankin, Bridges, Crowder, Danielson, Donovan, Fenberg, Fields, Gonzales, Lee, Moreno, Story, Todd, Williams A., Winter;
also REPRESENTATIVE(S) Esgar and Soper, Rich, Arndt, Bird, Buentello, Caraveo, Cutter, Exum, Gray, Herod, Jaquez Lewis, Kennedy, Kipp, Landgraf, Lontine, McCluskie, McLachlan, Michaelson Jenet, Mullica, Roberts, Snyder, Tipper, Titone, Valdez A., Valdez D., Young.

SUBMITTING TO THE REGISTERED ELECTORS OF THE STATE OF COLORADO AN AMENDMENT TO THE COLORADO CONSTITUTION TO REPEAL THE REQUIREMENT THAT THE GENERAL ASSEMBLY PERIODICALLY CHANGE THE RESIDENTIAL ASSESSMENT RATE IN ORDER TO MAINTAIN THE STATEWIDE PROPORTION OF RESIDENTIAL PROPERTY AS COMPARED TO ALL OTHER TAXABLE PROPERTY VALUED FOR PROPERTY TAX PURPOSES AND REPEAL THE NONRESIDENTIAL PROPERTY TAX ASSESSMENT RATE OF TWENTY-NINE PERCENT.

Be It Resolved by the Senate of the Seventy-second General Assembly of the State of Colorado, the House of Representatives concurring herein:

SECTION 1. At the election held on November 3, 2020, the secretary of state shall submit to the registered electors of the state the ballot

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Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

title set forth in section 2 for the following amendment to the state constitution:

In the constitution of the state of Colorado, section 3 of article X, **amend** (1)(b) as follows:

Section 3. Uniform taxation - exemptions. (1) (b) Residential real property, which shall include all residential dwelling units and the land, as defined by law, on which such units are located, and mobile home parks, but shall not include hotels and motels, shall be valued for assessment. ~~at twenty-one percent of its actual value. For the property tax year commencing January 1, 1985, the general assembly shall determine the percentage of the aggregate statewide valuation for assessment which is attributable to residential real property. For each subsequent year, the general assembly shall again determine the percentage of the aggregate statewide valuation for assessment which is attributable to each class of taxable property, after adding in the increased valuation for assessment attributable to new construction and to increased volume of mineral and oil and gas production. For each year in which there is a change in the level of value used in determining actual value, the general assembly shall adjust the ratio of valuation for assessment for residential real property which is set forth in this paragraph (b) as is necessary to insure that the percentage of the aggregate statewide valuation for assessment which is attributable to residential real property shall remain the same as it was in the year immediately preceding the year in which such change occurs. Such adjusted ratio shall be the ratio of valuation for assessment for residential real property for those years for which such new level of value is used. In determining the adjustment to be made in the ratio of valuation for assessment for residential real property, the aggregate statewide valuation for assessment that is attributable to residential real property shall be calculated as if the full actual value of all owner-occupied primary residences that are partially exempt from taxation pursuant to section 3.5 of this article was subject to taxation.~~ All other taxable property shall be valued for assessment. ~~at twenty-nine percent of its actual value. However,~~ The valuation for assessment for producing mines, as defined by law, and lands or leaseholds producing oil or gas, as defined by law, shall be a portion of the actual annual or actual average annual production therefrom, based upon the value of the unprocessed material, according to procedures prescribed by law for different types of minerals. Non-producing unpatented mining claims, which are possessory interests in real property by virtue of

leases from the United States of America, shall be exempt from property taxation.

SECTION 2. Each elector voting at the election may cast a vote either "Yes/For" or "No/Against" on the following ballot title: "Without increasing property tax rates, to help preserve funding for local districts that provide fire protection, police, ambulance, hospital, kindergarten through twelfth grade education, and other services, and to avoid automatic mill levy increases, shall there be an amendment to the Colorado constitution to repeal the requirement that the general assembly periodically change the residential assessment rate in order to maintain the statewide proportion of residential property as compared to all other taxable property valued for property tax purposes and repeal the nonresidential property tax assessment rate of twenty-nine percent?"

SECTION 3. Except as otherwise provided in section 1-40-123, Colorado Revised Statutes, if a majority of the electors voting on the ballot title vote "Yes/For", then the amendment will become part of the state constitution.

Leroy M. Garcia PRESIDENT OF THE SENATE	KC Becker SPEAKER OF THE HOUSE OF REPRESENTATIVES
Cindi L. Markwell SECRETARY OF THE SENATE	Robin Jones CHIEF CLERK OF THE HOUSE OF REPRESENTATIVES

2019-2020 #76
Final

ATTACHMENT 3

The final typewritten draft which has the final language for printing of proposed initiative.

The proposed ballot language that has been reviewed is as follows:

Colo. Const. Art. VII, Section 1. In the constitution of the state of Colorado, **amend** section 1 of article 7 as follows:

~~Every citizen~~ ONLY A CITIZEN of the United States who has attained the age of eighteen years, has resided in this state for such time as may be prescribed by law, and has been duly registered as a voter if required by law shall be qualified to vote at all elections.

RECEIVED 10:46 A.M.
MAY 24 2019 S. WARD
Colorado Secretary of State

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 33-2-105.8 as follows:

33-2-105.8. Reintroduction of gray wolves on designated lands west of the continental divide – public input in commission development of restoration plan - compensation to owners of livestock - definitions.

(1) THE VOTERS OF COLORADO FIND AND DECLARE THAT:
(a) HISTORICALLY, WOLVES WERE AN ESSENTIAL PART OF THE WILD HABITAT OF COLORADO BUT WERE EXTERMINATED AND HAVE BEEN FUNCTIONALLY EXTINCT FOR SEVENTY-FIVE YEARS IN THE STATE;
(b) THE GRAY WOLF IS LISTED AS AN ENDANGERED SPECIES ON THE COMMISSION'S LIST OF ENDANGERED OR THREATENED SPECIES;
(c) ONCE RESTORED TO COLORADO, GRAY WOLVES WILL HELP RESTORE A CRITICAL BALANCE IN NATURE; AND
(d) RESTORATION OF THE GRAY WOLF TO THE STATE MUST BE DESIGNED TO RESOLVE CONFLICTS WITH PERSONS ENGAGED IN RANCHING AND FARMING IN THIS STATE.

(2) NOTWITHSTANDING ANY PROVISION OF STATE LAW TO THE CONTRARY, INCLUDING SECTION 33-2-105.5 (2), AND IN ORDER TO RESTORE GRAY WOLVES TO THE STATE, THE COMMISSION SHALL:
(a) DEVELOP A PLAN TO RESTORE AND MANAGE GRAY WOLVES IN COLORADO, USING THE BEST SCIENTIFIC DATA AVAILABLE;
(b) HOLD STATEWIDE HEARINGS TO ACQUIRE INFORMATION TO BE CONSIDERED IN DEVELOPING SUCH PLAN, INCLUDING SCIENTIFIC, ECONOMIC, AND SOCIAL CONSIDERATIONS PERTAINING TO SUCH RESTORATION;
(c) PERIODICALLY OBTAIN PUBLIC INPUT TO UPDATE SUCH PLAN;
(d) TAKE THE STEPS NECESSARY TO BEGIN REINTRODUCTIONS OF GRAY WOLVES BY DECEMBER 31, 2023, ONLY ON DESIGNATED LANDS; AND
(e) OVERSEE GRAY WOLF RESTORATION AND MANAGEMENT, INCLUDING THE DISTRIBUTION OF STATE FUNDS THAT ARE MADE AVAILABLE TO:
(I) ASSIST OWNERS OF LIVESTOCK IN PREVENTING AND RESOLVING CONFLICTS BETWEEN GRAY WOLVES AND LIVESTOCK; AND
(II) PAY FAIR COMPENSATION TO OWNERS OF LIVESTOCK FOR ANY LOSSES OF LIVESTOCK CAUSED BY GRAY WOLVES, AS VERIFIED PURSUANT TO THE CLAIM PROCEDURES AUTHORIZED BY SECTIONS 33-3-107 TO 33-3-110 AND, TO THE EXTENT THEY ARE AVAILABLE, FROM MONEYS IN THE WILDLIFE CASH FUND AS PROVIDED IN SECTION 33-3-107 (2.5).

(3) (a) THE COMMISSION'S PLAN MUST COMPLY WITH SECTION 33-2-105.7 (2), (3), AND (4) AND MUST INCLUDE:
(I) THE SELECTION OF DONOR POPULATIONS OF GRAY WOLVES;
(II) THE PLACES, MANNER, AND SCHEDULING OF REINTRODUCTIONS OF GRAY WOLVES BY THE DIVISION, WITH SUCH REINTRODUCTIONS BEING RESTRICTED TO DESIGNATED LANDS;
(III) DETAILS FOR THE RESTORATION AND MANAGEMENT OF GRAY WOLVES, INCLUDING ACTIONS NECESSARY OR BENEFICIAL FOR ESTABLISHING AND MAINTAINING A SELF-SUSTAINING POPULATION, AS AUTHORIZED BY SECTION 33-2-104; AND

(IV) METHODOLOGIES FOR DETERMINING WHEN THE GRAY WOLF POPULATION IS SUSTAINING ITSELF SUCCESSFULLY AND WHEN TO REMOVE THE GRAY WOLF FROM THE LIST OF ENDANGERED OR THREATENED SPECIES, AS PROVIDED FOR IN SECTION 33-2-105 (2).

(b) THE COMMISSION SHALL NOT IMPOSE ANY LAND, WATER, OR RESOURCE USE RESTRICTIONS ON PRIVATE LANDOWNERS IN FURTHERANCE OF THE PLAN.

(4) IN FURTHERANCE OF THIS SECTION AND THE EXPRESSED INTENT OF VOTERS, THE GENERAL ASSEMBLY:

(a) SHALL MAKE SUCH APPROPRIATIONS AS ARE NECESSARY TO FUND THE PROGRAMS AUTHORIZED AND OBLIGATIONS, INCLUDING FAIR COMPENSATION FOR LIVESTOCK LOSSES THAT ARE AUTHORIZED BY THIS SECTION BUT CANNOT BE PAID FROM MONEYS IN THE WILDLIFE CASH FUND, IMPOSED BY THIS SECTION; AND

(b) MAY ADOPT SUCH OTHER LEGISLATION AS WILL FACILITATE THE IMPLEMENTATION OF THE RESTORATION OF GRAY WOLVES TO COLORADO.

(5) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "DESIGNATED LANDS" MEANS THOSE LANDS WEST OF THE CONTINENTAL DIVIDE IN COLORADO THAT THE COMMISSION DETERMINES ARE CONSISTENT WITH ITS PLAN TO RESTORE AND MANAGE GRAY WOLVES.

(b) "GRAY WOLF" MEANS NONGAME WILDLIFE OF THE SPECIES *CANIS LUPUS*.

(c) "LIVESTOCK" MEANS CATTLE, HORSES, MULES, BURROS, SHEEP, LAMBS, SWINE, LLAMA, ALPACA, AND GOATS.

(d) "RESTORE" OR "RESTORATION" MEANS ANY REINTRODUCTION, AS PROVIDED FOR IN SECTION 33-2-105.7 (1)(a), AS WELL AS POST-RELEASE MANAGEMENT OF THE GRAY WOLF IN A MANNER THAT FOSTERS THE SPECIES' CAPACITY TO SUSTAIN ITSELF SUCCESSFULLY.

END LATE ABORTIONS IN COLORADO

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

SECTION 1. IN COLORADO REVISED STATUTES, **ADD** PART 9 TO ARTICLE 6 OF TITLE 18 AS FOLLOWS:

Part 9

LATE ABORTIONS PROHIBITED

18-6-901. Declaration of the People.

(1) THE PEOPLE OF THE STATE OF COLORADO FIND AND DECLARE THAT:

(a) CURRENTLY, IN THE STATE OF COLORADO AN ABORTION CAN BE PERFORMED AT ANY TIME DURING PREGNANCY.

(b) THIS INITIATIVE WOULD PROHIBIT AN ABORTION AFTER 22 WEEKS GESTATIONAL AGE OF THE FETUS.

18-6-902. Definitions. AS USED IN THIS PART 9:

(1) "ABORTION" MEANS THE ACT OF USING OR PRESCRIBING ANY INSTRUMENT, MEDICINE, DRUG, OR ANY OTHER SUBSTANCE, DEVICE, OR MEANS WITH THE INTENT TO TERMINATE THE PREGNANCY OF A WOMAN KNOWN TO BE PREGNANT OR WITH THE INTENT TO KILL THE UNBORN CHILD OF A WOMAN KNOWN TO BE PREGNANT. SUCH USE, PRESCRIPTION, OR MEANS IS NOT AN ABORTION IF DONE WITH THE INTENT TO:

(a) SAVE THE LIFE OR PRESERVE THE HEALTH OF THE EMBRYO OR FETUS;

(b) REMOVE A DEAD EMBRYO OR FETUS CAUSED BY MISCARRIAGE; OR

(c) REMOVE AN ECTOPIC PREGNANCY.

(2) **"**GESTATIONAL AGE" MEANS THE TIME THAT HAS ELAPSED FROM THE FIRST DAY OF THE WOMAN'S LAST MENSTRUAL PERIOD.

(3) "PROBABLE GESTATIONAL AGE" MEANS WHAT, IN THE JUDGMENT OF THE PHYSICIAN USING BEST MEDICAL PRACTICES, WILL WITH REASONABLE PROBABILITY BE THE GESTATIONAL AGE OF THE UNBORN CHILD AT THE TIME AN ABORTION IS PLANNED TO BE PERFORMED."

(4) "TWENTY-TWO WEEKS" MEANS TWENTY-TWO WEEKS, ZERO DAYS GESTATIONAL AGE.

18-6-903. Abortion after 22 weeks gestational age prohibited.

(1) **UNLAWFUL CONDUCT.** NOTWITHSTANDING ANY OTHER PROVISION OF LAW, EXCEPT AS PROVIDED IN 18-6-903 (3), IT IS UNLAWFUL FOR ANY PERSON TO INTENTIONALLY OR RECKLESSLY PERFORM OR ATTEMPT TO PERFORM AN ABORTION ON ANY OTHER PERSON IF THE PROBABLE GESTATIONAL AGE OF THE FETUS IS AT LEAST 22 WEEKS.

(2) **ASSESSMENT OF GESTATIONAL AGE.** A PHYSICIAN PERFORMING OR ATTEMPTING AN ABORTION SHALL FIRST MAKE A DETERMINATION OF THE PROBABLE GESTATIONAL AGE. IN MAKING SUCH A DETERMINATION, THE PHYSICIAN SHALL MAKE SUCH INQUIRIES OF THE PREGNANT WOMAN AND PERFORM OR CAUSE TO BE PERFORMED SUCH MEDICAL EXAMINATIONS AND TESTS AS A REASONABLY PRUDENT PHYSICIAN, KNOWLEDGEABLE ABOUT THE CASE AND THE MEDICAL CONDITIONS INVOLVED, WOULD CONSIDER NECESSARY TO MAKE AN ACCURATE DETERMINATION OF THE GESTATIONAL AGE.

(3) **EXCEPTION.** IF, IN THE REASONABLE MEDICAL JUDGEMENT OF THE PHYSICIAN, AN ABORTION IS IMMEDIATELY REQUIRED TO SAVE THE LIFE OF A PREGNANT WOMAN, RATHER THAN AN EXPEDITED DELIVERY OF THE LIVING FETUS, AND IF THE PREGNANT WOMAN'S LIFE IS THREATENED BY A PHYSICAL DISORDER, PHYSICAL ILLNESS, OR PHYSICAL INJURY, INCLUDING A LIFE-ENDANGERING PHYSICAL CONDITION CAUSED BY OR ARISING FROM THE PREGNANCY ITSELF, BUT NOT INCLUDING PSYCHOLOGICAL OR EMOTIONAL CONDITIONS, SUCH AN ABORTION IS NOT UNLAWFUL. IN SUCH A SITUATION, A PHYSICIAN MAY REASONABLY RELY UPON AN ASSESSMENT OF GESTATIONAL AGE MADE BY ANOTHER PHYSICIAN INSTEAD OF ABIDING BY THE PROVISIONS OF 18-6-903 (2).

(4) **PENALTIES.** ANY PERSON WHO INTENTIONALLY OR RECKLESSLY PERFORMS OR PERFORMS OR ATTEMPTS TO PERFORM AN ABORTION IN VIOLATION OF THIS PART 9 IS GUILTY OF A CLASS 1 MISDEMEANOR BUT MAY ONLY BE SUBJECT TO PUNISHMENT BY FINE AND NOT BY JAIL TIME.

(5) **NO CRIMINAL PENALTIES FOR WOMEN.** A WOMAN ON WHOM AN ABORTION IS PERFORMED OR A PERSON WHO FILLS A PRESCRIPTION OR PROVIDES EQUIPMENT USED IN AN ABORTION DOES NOT VIOLATE THIS PART 9 AND CANNOT BE CHARGED WITH A CRIME IN CONNECTION THEREWITH.

SECTION 2. IN COLORADO REVISED STATUTES, 12-240-121, ADD (1)(nn) AS FOLLOWS:

12-240-121. Unprofessional conduct-definitions. (1) "Unprofessional conduct" as used in this Article 240 means:

(nn) A VIOLATION OF SECTION 18-6-903.

SECTION 3. IN COLORADO REVISED STATUTES, 12-240-125, **ADD** (9.5) AS FOLLOWS:

12-240-125. Disciplinary action by board – immunity – rules.

(8.5) IF THE BOARD FINDS A LICENSEE COMMITTED UNPROFESSIONAL CONDUCT IN VIOLATION OF SECTION 12-240-121 (1)(nn), THE BOARD SHALL SUSPEND THE LICENSEE'S LICENSE FOR AT LEAST THREE YEARS.

SECTION 4. Effective date-applicability-self-executing. (1) This act takes effect from and after the date of the official declaration of the vote thereon by proclamation of the governor, and applies to offenses committed on or after said date.

(2) The provisions of this initiative are self-executing.

RECEIVED
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S. WARD
12:15 P.M.
Colorado Secretary of State

INITIATIVE #257 - FINAL

Be it Enacted by the People of the State of Colorado:

SECTION 1. In section 9, article XVIII of the constitution of the state of Colorado, **amend** (7)(a)(II), (III) as follows:

(7) Local elections to revise limits applicable to gaming – statewide elections to increase gaming taxes.
(a) Through local elections, the voters of the cities of Central, Black Hawk, and Cripple Creek are authorized to revise limits on gaming that apply to licensees operating in their city's gaming district to extend:
(II) Approved games ~~to include roulette or craps, or both~~; and
(III) Single bets ~~up to one hundred dollars~~.

SECTION 2. In Colorado Revised Statutes, section 44-30-103, **amend** (22) as follows:

44-30-103. Definitions.
(22) "Limited card games and slot machines", "limited gaming", or "gaming" means physical and electronic versions of slot machines, craps, roulette, and the card games of poker and blackjack authorized by this article 30, AS WELL AS SUCH OTHER GAMES AS ARE APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION, and defined and regulated by the commission, each game having a maximum single bet ~~of one hundred dollars~~ AS APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION.

SECTION 3. In Colorado Revised Statutes, section 44-30-702, **amend** (3)(c)(I) as follows:

44-30-702. Revenues attributable to local revisions to gaming limits - extended limited gaming fund - identification - separate administration - distribution – definitions.
(3) From the fund, the state treasurer shall pay:
(c) Of the remaining gaming tax revenues, distributions in the following proportions:
(I) Seventy-eight percent to the state's public community colleges, junior colleges, and local district colleges to supplement existing state funding for student financial aid programs and classroom instruction programs, including PROGRAMS TO IMPROVE STUDENT RETENTION AND INCREASE CREDENTIAL COMPLETION, AS WELL AS workforce preparation to enhance the growth of the state economy, to prepare Colorado residents for meaningful employment, and to provide Colorado businesses with well-trained employees. The revenue shall be distributed to colleges that were operating on and after January 1, 2008, in proportion to their respective full-time equivalent student enrollments in the previous fiscal year. For purposes of the distribution, the state treasurer shall use the most recent available figures on full-time equivalent student enrollment calculated by the Colorado commission on higher education in accordance with subsection (4)(c) of this section.

SECTION 4. In Colorado Revised Statutes, section 44-30-816, **amend** as follows:

44-30-816. Authorized amount of bets.
The amount of a bet made pursuant to this article 30 shall not be more, ~~than one hundred dollars~~ on the initial bet or subsequent bet, THAN THE AMOUNTS APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION, subject to rules promulgated by the commission.

SECTION 5. In Colorado Revised Statutes, section 44-30-818, **amend** (1) as follows:

44-30-818. Approval of rules for certain games.
(1) Specific rules for blackjack, poker, craps, ~~and~~ roulette, AND SUCH OTHER GAMES AS ARE APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION shall be approved by the commission and clearly posted within plain view of the games.

SECTION 6. These amendments take effect on May 1, 2021.

2019-2020 # 283 FINAL

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** part 4 to article 13.3 of title 8 as follows:

8-13.3-401. Short title. THIS PART 4 SHALL BE KNOWN AND MAY BE CITED AS THE "PAID FAMILY AND MEDICAL LEAVE INSURANCE ACT".

8-13.3-402. Purposes and findings. THE PEOPLE OF THE STATE OF COLORADO HEREBY FIND AND DECLARE THAT:

(1) WORKERS IN COLORADO EXPERIENCE A VARIETY OF PERSONAL AND FAMILY CAREGIVING OBLIGATIONS, BUT IT CAN BE DIFFICULT OR IMPOSSIBLE TO ADEQUATELY RESPOND TO THOSE NEEDS WITHOUT ACCESS TO PAID LEAVE.

(2) ACCESS TO PAID FAMILY AND MEDICAL LEAVE INSURANCE HELPS EMPLOYERS IN COLORADO BY REDUCING TURNOVER, RECRUITING WORKERS, AND PROMOTING A HEALTHY BUSINESS CLIMATE, WHILE ALSO ENSURING THAT SMALLER EMPLOYERS CAN COMPETE WITH LARGER EMPLOYERS BY PROVIDING PAID LEAVE BENEFITS TO THEIR WORKERS THROUGH AN AFFORDABLE INSURANCE PROGRAM.

(3) PAID FAMILY AND MEDICAL LEAVE INSURANCE WILL ALSO PROVIDE A NECESSARY SAFETY NET FOR ALL COLORADO WORKERS WHEN THEY HAVE PERSONAL OR FAMILY CAREGIVING NEEDS, INCLUDING LOW-INCOME WORKERS LIVING PAYCHECK TO PAYCHECK WHO ARE DISPROPORTIONATELY MORE LIKELY TO LACK ACCESS TO PAID LEAVE AND LEAST ABLE TO AFFORD UNPAID LEAVE.

(4) DUE TO THE NEED TO PROVIDE PAID TIME OFF TO COLORADO WORKERS TO ADDRESS FAMILY AND MEDICAL NEEDS, SUCH AS THE ARRIVAL OF A NEW CHILD, MILITARY FAMILY NEEDS, AND A PERSONAL OR A FAMILY MEMBER'S SERIOUS HEALTH CONDITION, INCLUDING THE EFFECTS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT, IT IS NECESSARY TO CREATE A STATEWIDE PAID FAMILY AND MEDICAL LEAVE INSURANCE ENTERPRISE AND TO AUTHORIZE THE ENTERPRISE TO:

(a) COLLECT INSURANCE PREMIUMS FROM EMPLOYERS AND EMPLOYEES AT RATES REASONABLY CALCULATED TO DEFRAY THE COSTS OF PROVIDING THE PROGRAM'S LEAVE BENEFITS TO WORKERS; AND

(b) RECEIVE AND EXPEND REVENUES GENERATED BY THE PREMIUMS AND OTHER MONEYS, ISSUE REVENUE BONDS AND OTHER OBLIGATIONS, EXPEND REVENUES GENERATED BY THE PREMIUMS TO PAY FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS AND ASSOCIATED ADMINISTRATIVE AND PROGRAM COSTS, AND EXERCISE OTHER POWERS NECESSARY AND APPROPRIATE TO CARRY OUT ITS PURPOSES.

(5) THE FISCAL APPROACH OF THIS PART 4 HAS BEEN INFORMED BY THE EXPERIENCE OF OTHER STATE FAMILY AND MEDICAL LEAVE INSURANCE PROGRAMS, MODELING BASED ON THE COLORADO WORKFORCE, AND INPUT FROM A VARIETY OF STAKEHOLDERS IN COLORADO.

(6) THE CREATION OF A STATEWIDE PAID FAMILY AND MEDICAL LEAVE INSURANCE ENTERPRISE IS IN THE PUBLIC INTEREST AND WILL PROMOTE THE HEALTH, SAFETY, AND WELFARE OF ALL COLORADANS, WHILE ALSO ENCOURAGING AN ENTREPRENEURIAL ATMOSPHERE AND ECONOMIC GROWTH.

8-13.3-403. Definitions. AS USED IN THIS PART 4, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "APPLICATION YEAR" MEANS THE 12-MONTH PERIOD BEGINNING ON THE FIRST DAY OF THE CALENDAR WEEK IN WHICH AN INDIVIDUAL FILES AN APPLICATION FOR FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS.

(2) "AVERAGE WEEKLY WAGE" MEANS ONE-THIRTEENTH OF THE WAGES PAID DURING THE QUARTER OF THE COVERED INDIVIDUAL'S BASE PERIOD, AS DEFINED IN SECTION 8-70-103 (2), OR ALTERNATIVE BASE PERIOD, AS DEFINED IN SECTION 8-70-103 (1.5), IN WHICH THE TOTAL WAGES WERE HIGHEST. FOR PURPOSES OF CALCULATING AVERAGE WEEKLY WAGE, WAGES INCLUDE, BUT ARE NOT LIMITED TO, SALARY, WAGES, TIPS, COMMISSIONS, AND OTHER COMPENSATION AS DETERMINED BY THE DIRECTOR BY RULE.

(3) "COVERED INDIVIDUAL" MEANS ANY PERSON WHO:
(a)(I) EARNED AT LEAST $2,500 IN WAGES SUBJECT TO PREMIUMS UNDER THIS PART 4 DURING THE PERSON'S BASE PERIOD, AS DEFINED IN SECTION 8-70-103 (2), OR ALTERNATIVE BASE PERIOD, AS DEFINED IN SECTION 8-70-103 (1.5); OR
(II) ELECTS COVERAGE AND MEETS THE REQUIREMENTS OF SECTION 8-13.3-414;
(b) MEETS THE ADMINISTRATIVE REQUIREMENTS OUTLINED IN THIS PART 4 AND IN REGULATIONS; AND
(c) SUBMITS AN APPLICATION WITH A CLAIM FOR BENEFITS PURSUANT TO SECTION 8-13.3-416(6)(d).

(4) "DIRECTOR" MEANS THE DIRECTOR OF THE DIVISION.

(5) "DIVISION" MEANS THE DIVISION OF FAMILY AND MEDICAL LEAVE INSURANCE CREATED IN SECTION 8-13.3-408.

(6) "DOMESTIC VIOLENCE" MEANS ANY CONDUCT THAT CONSTITUTES "DOMESTIC VIOLENCE" AS SET FORTH IN SECTION 18-6-800.3(1) OR SECTION 14-10-124 (1.3)(a) OR "DOMESTIC ABUSE" AS SET FORTH IN SECTION 13-14-101(2).

(7) "EMPLOYEE" MEANS ANY INDIVIDUAL, INCLUDING A MIGRATORY LABORER, PERFORMING LABOR OR SERVICES FOR THE BENEFIT OF ANOTHER, IRRESPECTIVE OF WHETHER THE COMMON-LAW RELATIONSHIP OF MASTER AND SERVANT EXISTS. FOR THE PURPOSES OF THIS PART 4, AN INDIVIDUAL PRIMARILY FREE FROM CONTROL AND DIRECTION IN THE PERFORMANCE OF THE LABOR OR SERVICES, BOTH UNDER THE INDIVIDUAL'S CONTRACT FOR THE PERFORMANCE OF THE LABOR OR SERVICES AND IN FACT, AND WHO IS CUSTOMARILY ENGAGED IN AN INDEPENDENT TRADE, OCCUPATION, PROFESSION, OR BUSINESS RELATED TO THE LABOR OR SERVICES PERFORMED IS NOT AN "EMPLOYEE." "EMPLOYEE" DOES NOT INCLUDE AN "EMPLOYEE" AS DEFINED BY 45 U.S.C. SECTION 351(d) WHO IS SUBJECT TO THE FEDERAL "RAILROAD UNEMPLOYMENT INSURANCE ACT," 45 U.S.C. SECTION 351 ET SEQ.

(8) (a) "EMPLOYER" MEANS ANY PERSON ENGAGED IN COMMERCE OR AN INDUSTRY OR ACTIVITY AFFECTING COMMERCE THAT:
(I) EMPLOYS AT LEAST ONE PERSON FOR EACH WORKING DAY DURING EACH OF TWENTY OR MORE CALENDAR WORKWEEKS IN THE CURRENT OR IMMEDIATELY PRECEDING CALENDAR YEAR; OR
(II) PAID WAGES OF ONE THOUSAND FIVE HUNDRED DOLLARS OR MORE DURING ANY CALENDAR QUARTER IN THE PRECEDING CALENDAR YEAR.
(b) "EMPLOYER" INCLUDES:
(I) A PERSON WHO ACTS, DIRECTLY OR INDIRECTLY, IN THE INTEREST OF AN EMPLOYER WITH REGARD TO ANY OF THE EMPLOYEES OF THE EMPLOYER;
(II) A SUCCESSOR IN INTEREST OF AN EMPLOYER THAT ACQUIRES ALL OF THE ORGANIZATION, TRADE, OR BUSINESS OR SUBSTANTIALLY ALL OF THE ASSETS OF ONE OR MORE EMPLOYERS; AND
(III) THE STATE OR A POLITICAL SUBDIVISION OF THE STATE.
(c) "EMPLOYER" DOES NOT INCLUDE THE FEDERAL GOVERNMENT.

(9) "FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS" OR "BENEFITS" MEANS THE BENEFITS PROVIDED UNDER THE TERMS OF THIS PART 4.

(10) "FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM" OR "PROGRAM" MEANS THE PROGRAM CREATED IN SECTION 8-13.3-416.

(11) "FAMILY MEMBER" MEANS:
(a) REGARDLESS OF AGE, A BIOLOGICAL, ADOPTED OR FOSTER CHILD, STEPCHILD OR LEGAL WARD, A CHILD OF A DOMESTIC PARTNER, A CHILD TO WHOM THE COVERED INDIVIDUAL STANDS IN LOCO PARENTIS, OR A PERSON TO WHOM THE COVERED INDIVIDUAL STOOD IN LOCO PARENTIS WHEN THE PERSON WAS A MINOR;
(b) A BIOLOGICAL, ADOPTIVE OR FOSTER PARENT, STEPPARENT OR LEGAL GUARDIAN OF A COVERED INDIVIDUAL OR COVERED INDIVIDUAL'S SPOUSE OR DOMESTIC PARTNER OR A PERSON WHO STOOD IN LOCO PARENTIS WHEN THE COVERED INDIVIDUAL OR COVERED INDIVIDUAL'S SPOUSE OR DOMESTIC PARTNER WAS A MINOR CHILD;
(c) A PERSON TO WHOM THE COVERED INDIVIDUAL IS LEGALLY MARRIED UNDER THE LAWS OF ANY STATE, OR A DOMESTIC PARTNER OF A COVERED INDIVIDUAL AS DEFINED IN SECTION 24-50-603 (6.5);
(d) A GRANDPARENT, GRANDCHILD OR SIBLING (WHETHER A BIOLOGICAL, FOSTER, ADOPTIVE OR STEP RELATIONSHIP) OF THE COVERED INDIVIDUAL OR COVERED INDIVIDUAL'S SPOUSE OR DOMESTIC PARTNER; OR
(e) AS SHOWN BY THE COVERED INDIVIDUAL, ANY OTHER INDIVIDUAL WITH WHOM THE COVERED INDIVIDUAL HAS A SIGNIFICANT PERSONAL BOND THAT IS OR IS LIKE A FAMILY RELATIONSHIP, REGARDLESS OF BIOLOGICAL OR LEGAL RELATIONSHIP.

(12) "FUND" MEANS THE FAMILY AND MEDICAL LEAVE INSURANCE FUND CREATED IN SECTION 8-13.3-418.

(13) "HEALTH CARE PROVIDER" MEANS ANY PERSON LICENSED, CERTIFIED, OR REGISTERED UNDER FEDERAL OR COLORADO LAW TO PROVIDE MEDICAL OR EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO, PHYSICIANS, DOCTORS, NURSES, EMERGENCY ROOM PERSONNEL, AND MIDWIVES.

(14) "LOCAL GOVERNMENT" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-1-304.5(3)(b).

(15) "PAID FAMILY AND MEDICAL LEAVE" MEANS LEAVE TAKEN FROM EMPLOYMENT IN CONNECTION WITH FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS PART 4.

(16) "QUALIFYING EXIGENCY LEAVE" MEANS LEAVE BASED ON A NEED ARISING OUT OF A COVERED INDIVIDUAL'S FAMILY MEMBER'S ACTIVE DUTY SERVICE OR NOTICE OF AN IMPENDING CALL OR ORDER TO ACTIVE DUTY IN THE ARMED FORCES, INCLUDING, BUT NOT LIMITED TO, PROVIDING FOR THE CARE OR OTHER NEEDS OF THE MILITARY MEMBER'S CHILD OR OTHER FAMILY MEMBER, MAKING FINANCIAL OR LEGAL ARRANGEMENTS FOR THE MILITARY MEMBER, ATTENDING COUNSELING, ATTENDING MILITARY EVENTS OR CEREMONIES, SPENDING TIME WITH THE MILITARY MEMBER DURING A REST AND RECUPERATION LEAVE OR FOLLOWING RETURN FROM DEPLOYMENT, OR MAKING ARRANGEMENTS FOLLOWING THE DEATH OF THE MILITARY MEMBER.

(17) "RETALIATORY PERSONNEL ACTION" MEANS DENIAL OF ANY RIGHT GUARANTEED UNDER THIS PART 4, INCLUDING, BUT NOT LIMITED TO, ANY THREAT, DISCHARGE, SUSPENSION, DEMOTION, REDUCTION OF HOURS, OR ANY OTHER ADVERSE ACTION AGAINST AN EMPLOYEE FOR THE EXERCISE OF ANY RIGHT GUARANTEED IN THIS PART 4. "RETALIATORY PERSONNEL ACTION" ALSO INCLUDES INTERFERENCE WITH OR PUNISHMENT FOR IN ANY MANNER PARTICIPATING IN OR ASSISTING AN INVESTIGATION, PROCEEDING, OR HEARING UNDER THIS PART 4.

(18) "SAFE LEAVE" MEANS ANY LEAVE BECAUSE THE COVERED INDIVIDUAL OR THE COVERED INDIVIDUAL'S FAMILY MEMBER IS THE VICTIM OF DOMESTIC VIOLENCE, THE VICTIM OF STALKING, OR THE VICTIM OF SEXUAL ASSAULT OR ABUSE. SAFE LEAVE UNDER THIS PART 4 APPLIES IF THE COVERED INDIVIDUAL IS USING THE LEAVE FROM WORK TO PROTECT THE COVERED INDIVIDUAL OR THE COVERED INDIVIDUAL'S FAMILY MEMBER BY:
(a) SEEKING A CIVIL PROTECTION ORDER TO PREVENT DOMESTIC VIOLENCE PURSUANT TO SECTIONS 13-14-104.5, 13-14-106, OR 13-14-108;
(b) OBTAINING MEDICAL CARE OR MENTAL HEALTH COUNSELING OR BOTH FOR HIMSELF OR HERSELF OR FOR HIS OR HER CHILDREN TO ADDRESS PHYSICAL OR PSYCHOLOGICAL INJURIES RESULTING FROM THE ACT OF DOMESTIC VIOLENCE, STALKING, OR SEXUAL ASSAULT OR ABUSE;
(c) MAKING HIS OR HER HOME SECURE FROM THE PERPETRATOR OF THE ACT OF DOMESTIC VIOLENCE, STALKING, OR SEXUAL ASSAULT OR ABUSE, OR SEEKING NEW HOUSING TO ESCAPE SAID PERPETRATOR; OR
(d) SEEKING LEGAL ASSISTANCE TO ADDRESS ISSUES ARISING FROM THE ACT OF DOMESTIC VIOLENCE, STALKING, OR SEXUAL ASSAULT OR ABUSE, OR ATTENDING AND PREPARING FOR COURT-RELATED PROCEEDINGS ARISING FROM SAID ACT OR CRIME.

(19) "SERIOUS HEALTH CONDITION" IS AN ILLNESS, INJURY, IMPAIRMENT, PREGNANCY, RECOVERY FROM CHILDBIRTH, OR PHYSICAL OR MENTAL CONDITION THAT INVOLVES INPATIENT CARE IN A HOSPITAL, HOSPICE OR RESIDENTIAL MEDICAL CARE FACILITY, OR CONTINUING TREATMENT BY A HEALTH CARE PROVIDER.

(20) "SEXUAL ASSAULT OR ABUSE" MEANS ANY OFFENSE AS DESCRIBED IN SECTION 16-11.7-102 (3), OR SEXUAL ASSAULT, AS DESCRIBED IN SECTION 18-3-402, COMMITTED BY ANY PERSON

AGAINST ANOTHER PERSON REGARDLESS OF THE RELATIONSHIP BETWEEN THE ACTOR AND THE VICTIM.

(21) "STALKING" MEANS ANY ACT AS DESCRIBED IN SECTION 18-3-602.

(22) "STATE AVERAGE WEEKLY WAGE" MEANS THE STATE AVERAGE WEEKLY WAGE DETERMINED IN ACCORDANCE WITH SECTION 8-47-106.

8-13.3-404. Eligibility. BEGINNING JANUARY 1, 2024, AN INDIVIDUAL HAS THE RIGHT TO TAKE PAID FAMILY AND MEDICAL LEAVE, AND TO RECEIVE FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS WHILE TAKING PAID FAMILY AND MEDICAL LEAVE, IF THE INDIVIDUAL:
(1) MEETS THE DEFINITION OF "COVERED INDIVIDUAL" UNDER SECTION 8-13.3-403 (3); AND
(2) MEETS ONE OF THE FOLLOWING REQUIREMENTS:
(a) BECAUSE OF BIRTH, ADOPTION OR PLACEMENT THROUGH FOSTER CARE, IS CARING FOR A NEW CHILD DURING THE FIRST YEAR AFTER THE BIRTH, ADOPTION OR PLACEMENT OF THAT CHILD;
(b) IS CARING FOR A FAMILY MEMBER WITH A SERIOUS HEALTH CONDITION;
(c) HAS A SERIOUS HEALTH CONDITION;
(d) BECAUSE OF ANY QUALIFYING EXIGENCY LEAVE;
(e) HAS A NEED FOR SAFE LEAVE.

8-13.3-405. Duration. (1) THE MAXIMUM NUMBER OF WEEKS FOR WHICH A COVERED INDIVIDUAL MAY TAKE PAID FAMILY AND MEDICAL LEAVE AND FOR WHICH FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS ARE PAYABLE FOR ANY PURPOSE, OR PURPOSES IN AGGREGATE, UNDER SECTION 8-13.3-404 (2) IN AN APPLICATION YEAR IS 12 WEEKS; EXCEPT THAT BENEFITS ARE PAYABLE UP TO AN ADDITIONAL FOUR WEEKS TO A COVERED INDIVIDUAL WITH A SERIOUS HEALTH CONDITION RELATED TO PREGNANCY COMPLICATIONS OR CHILDBIRTH COMPLICATIONS.
(2) THE FIRST PAYMENT OF BENEFITS SHALL BE MADE TO AN INDIVIDUAL WITHIN TWO WEEKS AFTER THE CLAIM IS FILED, AND SUBSEQUENT PAYMENTS SHALL BE MADE EVERY TWO WEEKS THEREAFTER.
(3) A COVERED INDIVIDUAL MAY TAKE INTERMITTENT LEAVE IN INCREMENTS OF EITHER ONE HOUR OR SHORTER PERIODS IF CONSISTENT WITH THE INCREMENTS THE EMPLOYER TYPICALLY USES TO MEASURE EMPLOYEE LEAVE, EXCEPT THAT BENEFITS ARE NOT PAYABLE UNTIL THE COVERED INDIVIDUAL ACCUMULATES AT LEAST EIGHT HOURS OF FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS.
(4) THE COVERED INDIVIDUAL SHALL MAKE A REASONABLE EFFORT TO SCHEDULE PAID FAMILY AND MEDICAL LEAVE UNDER THIS PART 4 SO AS NOT TO UNDULY DISRUPT THE OPERATIONS OF THE EMPLOYER.
(5) IN ANY CASE IN WHICH THE NECESSITY FOR LEAVE UNDER THIS PART 4 IS FORESEEABLE, AN EMPLOYEE SHALL PROVIDE NOTICE TO THE INDIVIDUAL'S EMPLOYER WITH NOT LESS THAN 30 DAYS' NOTICE BEFORE THE DATE THE LEAVE IS TO BEGIN OF THE INDIVIDUAL'S INTENTION TO TAKE LEAVE UNDER THIS PART 4. IF THE NECESSITY FOR LEAVE IS NOT FORESEEABLE OR PROVIDING 30 DAYS' NOTICE IS NOT POSSIBLE, THE INDIVIDUAL SHALL PROVIDE THE NOTICE AS SOON AS PRACTICABLE.
(6) NOTHING IN THIS SECTION ENTITLES A COVERED INDIVIDUAL TO MORE LEAVE THAN REQUIRED UNDER THIS SECTION.

8-13.3-406. Amount of benefits. (1) THE AMOUNT OF FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS SHALL BE DETERMINED AS FOLLOWS:
(a) THE WEEKLY BENEFIT SHALL BE DETERMINED AS FOLLOWS:
(I) THE PORTION OF THE COVERED INDIVIDUAL'S AVERAGE WEEKLY WAGE THAT IS EQUAL TO OR LESS THAN 50 PERCENT OF THE STATE AVERAGE WEEKLY WAGE SHALL BE REPLACED AT A RATE OF 90 PERCENT; AND
(II) THE PORTION OF THE COVERED INDIVIDUAL'S AVERAGE WEEKLY WAGE THAT IS MORE THAN 50 PERCENT OF THE STATE AVERAGE WEEKLY WAGE SHALL BE REPLACED AT A RATE OF 50 PERCENT.
(b) THE MAXIMUM WEEKLY BENEFIT IS 90 PERCENT OF THE STATE AVERAGE WEEKLY WAGE, EXCEPT THAT FOR PAID FAMILY AND MEDICAL LEAVE BEGINNING BEFORE JANUARY 1, 2025, THE MAXIMUM WEEKLY BENEFIT IS 1,100 DOLLARS.
(2) THE DIVISION SHALL CALCULATE A COVERED INDIVIDUAL'S WEEKLY BENEFIT AMOUNT BASED ON THE COVERED INDIVIDUAL'S AVERAGE WEEKLY WAGE EARNED FROM THE JOB OR JOBS FROM WHICH THE COVERED INDIVIDUAL IS TAKING PAID FAMILY AND MEDICAL LEAVE, UP TO THE MAXIMUM TOTAL BENEFIT ESTABLISHED IN SECTION 8-13.3-406 (1)(b). IF A COVERED INDIVIDUAL TAKING PAID FAMILY AND MEDICAL LEAVE FROM A JOB CONTINUES WORKING AT AN ADDITIONAL JOB OR JOBS DURING THIS TIME, THE DIVISION SHALL NOT CONSIDER THE COVERED INDIVIDUAL'S AVERAGE WEEKLY WAGE EARNED FROM THE ADDITIONAL JOB OR JOBS WHEN CALCULATING THE COVERED INDIVIDUAL'S WEEKLY BENEFIT AMOUNT. A COVERED INDIVIDUAL WITH MULTIPLE JOBS MAY ELECT WHETHER TO TAKE LEAVE FROM ONE JOB OR MULTIPLE JOBS.

8-13.3-407. Premiums. (1) PAYROLL PREMIUMS SHALL BE AUTHORIZED IN ORDER TO FINANCE THE PAYMENT OF FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS PART 4, AND ADMINISTRATION OF THE FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM.
(2) BEGINNING ON JANUARY 1, 2023, FOR EACH EMPLOYEE, AN EMPLOYER SHALL REMIT TO THE FUND ESTABLISHED UNDER SECTION 8-13.3-418 PREMIUMS IN THE FORM AND MANNER DETERMINED BY THE DIVISION.
(3) (a) FROM JANUARY 1, 2023, THROUGH DECEMBER 31, 2024, THE PREMIUM AMOUNT IS NINE-TENTHS OF ONE PERCENT OF WAGES PER EMPLOYEE.
(b) FOR THE 2025 CALENDAR YEAR, AND EACH CALENDAR YEAR THEREAFTER, THE DIRECTOR SHALL SET THE PREMIUM BASED ON A PERCENT OF EMPLOYEE WAGES AND AT THE RATE NECESSARY TO OBTAIN A TOTAL AMOUNT OF PREMIUM CONTRIBUTIONS EQUAL TO ONE HUNDRED THIRTY-FIVE PERCENT OF THE BENEFITS PAID DURING THE IMMEDIATELY PRECEDING CALENDAR YEAR PLUS AN AMOUNT EQUAL TO ONE HUNDRED PERCENT OF THE COST OF ADMINISTRATION OF THE PAYMENT OF THOSE BENEFITS DURING THE IMMEDIATELY PRECEDING CALENDAR YEAR, LESS THE AMOUNT OF NET ASSETS REMAINING IN THE FUND AS OF DECEMBER 31 OF THE IMMEDIATELY PRECEDING CALENDAR YEAR. THE PREMIUM SHALL NOT EXCEED ONE AND TWO TENTHS OF A PERCENT OF WAGES PER EMPLOYEE. THE DIVISION SHALL PROVIDE PUBLIC NOTICE IN ADVANCE OF JANUARY FIRST OF ANY CHANGES TO THE PREMIUM.
(4) (a) A SELF-EMPLOYED INDIVIDUAL WHO ELECTS COVERAGE UNDER SECTION 8-13.3-414 SHALL PAY ONLY 50 PERCENT OF THE PREMIUM REQUIRED FOR AN EMPLOYEE BY SECTION 8-13.3-407(3) ON THAT INDIVIDUAL'S INCOME FROM SELF-EMPLOYMENT.
(b) AN EMPLOYEE OF A LOCAL GOVERNMENT WHO ELECTS COVERAGE UNDER SECTION 8-13.3-414 SHALL PAY ONLY 50 PERCENT OF THE PREMIUM REQUIRED FOR AN EMPLOYEE BY SECTION 8-13.3-407(3) ON THAT EMPLOYEE'S INCOME FROM THAT LOCAL GOVERNMENT EMPLOYMENT.

(c) AN EMPLOYEE OF A LOCAL GOVERNMENT OR A SELF-EMPLOYED PERSON WHO ELECTS COVERAGE UNDER SECTION 8-13.3-414 SHALL REMIT THE PREMIUM AMOUNT REQUIRED BY THIS SUBSECTION DIRECTLY TO THE DIVISION, IN THE FORM AND MANNER REQUIRED BY THE DIRECTOR BY RULE.

(5) AN EMPLOYER WITH 10 OR MORE EMPLOYEES MAY DEDUCT UP TO 50 PERCENT OF THE PREMIUM REQUIRED FOR AN EMPLOYEE BY SECTION 8-13.3-407 (3) FROM THAT EMPLOYEE'S WAGES AND SHALL REMIT 100 PERCENT OF THE PREMIUM REQUIRED BY SECTION 8-13.3-407(3) TO THE FUND. AN EMPLOYER WITH FEWER THAN 10 EMPLOYEES MAY DEDUCT UP TO 50 PERCENT OF THE PREMIUM REQUIRED FOR AN EMPLOYEE BY SECTION 8-13.3-407(3) FROM THAT EMPLOYEE'S WAGES AND SHALL REMIT 50 PERCENT OF THE PREMIUM REQUIRED BY SECTION 8-13.3-407(3) TO THE FUND.

(6) PREMIUMS SHALL NOT BE REQUIRED FOR EMPLOYEES' WAGES ABOVE THE CONTRIBUTION AND BENEFIT BASE LIMIT ESTABLISHED ANNUALLY BY THE FEDERAL SOCIAL SECURITY ADMINISTRATION FOR PURPOSES OF THE FEDERAL OLD-AGE, SURVIVORS, AND DISABILITY INSURANCE PROGRAM LIMITS PURSUANT TO 42 U.S.C. SECTION 430.

(7) THE PREMIUMS COLLECTED UNDER THIS PART 4 ARE USED EXCLUSIVELY FOR THE PAYMENT OF FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS AND THE ADMINISTRATION OF THE PROGRAM. PREMIUMS ESTABLISHED UNDER THIS SECTION ARE FEES AND NOT TAXES.

(8) AN EMPLOYER WITH AN APPROVED PRIVATE PLAN UNDER SECTION 8-13.3-421 SHALL NOT BE REQUIRED TO REMIT PREMIUMS UNDER THIS SECTION TO THE FUND.

(9) NOTWITHSTANDING SECTION 8-13.3-407(2), IF A LOCAL GOVERNMENT HAS DECLINED PARTICIPATION IN THE PROGRAM IN ACCORDANCE WITH SECTION 8-13.3-422:

(a) THE LOCAL GOVERNMENT IS NOT REQUIRED TO PAY THE PREMIUMS IMPOSED IN THIS SECTION OR COLLECT PREMIUMS FROM EMPLOYEES WHO HAVE ELECTED COVERAGE PURSUANT TO SECTION 8-13.3-414; AND

(b) AN EMPLOYEE OF THE LOCAL GOVERNMENT IS NOT REQUIRED TO PAY THE PREMIUMS IMPOSED IN THIS SECTION UNLESS THE EMPLOYEE HAS ELECTED COVERAGE PURSUANT TO SECTION 8-13.3-414.

8-13.3-408. Division of family and medical leave insurance. (1) THERE IS HEREBY CREATED IN THE DEPARTMENT OF LABOR AND EMPLOYMENT THE DIVISION OF FAMILY AND MEDICAL LEAVE INSURANCE, THE HEAD OF WHICH IS THE DIRECTOR OF THE DIVISION.

(2)(a) THE DIVISION CONSTITUTES AN ENTERPRISE FOR PURPOSES OF SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION, AS LONG AS THE DIVISION RETAINS AUTHORITY TO ISSUE REVENUE BONDS AND THE DIVISION RECEIVES LESS THAN TEN PERCENT OF ITS TOTAL ANNUAL REVENUES IN GRANTS, AS DEFINED IN SECTION 24-77-102(7), FROM ALL COLORADO STATE AND LOCAL GOVERNMENTS COMBINED. FOR AS LONG AS IT CONSTITUTES AN ENTERPRISE PURSUANT TO THIS SECTION, THE DIVISION IS NOT SUBJECT TO SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION.

(b) THE ENTERPRISE ESTABLISHED PURSUANT TO THIS SECTION HAS ALL THE POWERS AND DUTIES AUTHORIZED BY THIS PART 4 PERTAINING TO FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS. THE FUND CONSTITUTES PART OF THE ENTERPRISE ESTABLISHED PURSUANT TO THIS SECTION.

(c) NOTHING IN THIS SECTION LIMITS OR RESTRICTS THE AUTHORITY OF THE DIVISION TO EXPEND ITS REVENUES CONSISTENT WITH THIS PART 4.

(d) THE DIVISION IS HEREBY AUTHORIZED TO ISSUE REVENUE BONDS FOR THE EXPENSES OF THE DIVISION, WHICH BONDS MAY BE SECURED BY ANY REVENUES OF THE DIVISION. REVENUE FROM THE BONDS ISSUED PURSUANT TO THIS SUBSECTION SHALL BE DEPOSITED INTO THE FUND.

8-13.3-409. Leave and employment protection. (1) ANY COVERED INDIVIDUAL WHO HAS BEEN EMPLOYED WITH THE COVERED INDIVIDUAL'S CURRENT EMPLOYER FOR AT LEAST 180 DAYS PRIOR TO THE COMMENCEMENT OF THE COVERED INDIVIDUAL'S PAID FAMILY AND MEDICAL LEAVE WHO EXERCISES THE COVERED INDIVIDUAL'S RIGHT TO FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS SHALL BE ENTITLED, UPON RETURN FROM THAT LEAVE, TO BE RESTORED BY THE EMPLOYER TO THE POSITION HELD BY THE COVERED INDIVIDUAL WHEN THE LEAVE COMMENCED, OR TO BE RESTORED TO AN EQUIVALENT POSITION WITH EQUIVALENT EMPLOYMENT BENEFITS, PAY AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT. NOTHING IN THIS SECTION ENTITLES ANY RESTORED EMPLOYEE TO:

(a) THE ACCRUAL OF ANY SENIORITY OR EMPLOYMENT BENEFITS DURING ANY PERIOD OF LEAVE; OR

(b) ANY RIGHT, BENEFIT, OR POSITION OF EMPLOYMENT OTHER THAN ANY RIGHT, BENEFIT, OR POSITION TO WHICH THE EMPLOYEE WOULD HAVE BEEN ENTITLED HAD THE EMPLOYEE NOT TAKEN THE LEAVE. NOTHING IN THIS SECTION RELIEVES AN EMPLOYER OF ANY OBLIGATION UNDER A COLLECTIVE BARGAINING AGREEMENT.

(2) DURING ANY PAID FAMILY AND MEDICAL LEAVE TAKEN PURSUANT TO THIS PART 4, THE EMPLOYER SHALL MAINTAIN ANY HEALTH CARE BENEFITS THE COVERED INDIVIDUAL HAD PRIOR TO TAKING SUCH LEAVE FOR THE DURATION OF THE LEAVE AS IF THE COVERED INDIVIDUAL HAD CONTINUED IN EMPLOYMENT CONTINUOUSLY FROM THE DATE THE INDIVIDUAL COMMENCED THE LEAVE UNTIL THE DATE THE FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS TERMINATE. THE COVERED INDIVIDUAL SHALL CONTINUE TO PAY THE COVERED INDIVIDUAL'S SHARE OF THE COST OF HEALTH BENEFITS AS REQUIRED PRIOR TO THE COMMENCEMENT OF THE LEAVE.

(3) IT IS UNLAWFUL FOR AN EMPLOYER OR ANY OTHER PERSON TO INTERFERE WITH, RESTRAIN, OR DENY THE EXERCISE OF, OR THE ATTEMPT TO EXERCISE, ANY RIGHT PROTECTED UNDER THIS PART 4.

(4) AN EMPLOYER, EMPLOYMENT AGENCY, EMPLOYEE ORGANIZATION OR OTHER PERSON SHALL NOT TAKE RETALIATORY PERSONNEL ACTION OR OTHERWISE DISCRIMINATE AGAINST A PERSON BECAUSE THE INDIVIDUAL EXERCISED RIGHTS PROTECTED UNDER THIS PART 4. SUCH RIGHTS INCLUDE, BUT ARE NOT LIMITED TO, THE RIGHT TO: REQUEST, FILE FOR, APPLY FOR OR USE BENEFITS PROVIDED FOR UNDER THIS PART 4; TAKE PAID FAMILY AND MEDICAL LEAVE FROM WORK UNDER THIS PART 4; COMMUNICATE TO THE EMPLOYER OR ANY OTHER PERSON OR ENTITY AN INTENT TO FILE A CLAIM, A COMPLAINT WITH THE DIVISION OR COURTS, OR AN APPEAL; TESTIFY OR ASSIST IN ANY INVESTIGATION, HEARING OR PROCEEDING UNDER THIS PART 4, AT ANY TIME, INCLUDING DURING THE PERIOD IN WHICH THE PERSON RECEIVES FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS PART 4; INFORM ANY PERSON ABOUT ANY EMPLOYER'S ALLEGED VIOLATION OF THIS PART 4; AND INFORM ANY PERSON OF HIS OR HER RIGHTS UNDER THIS PART 4.

(5) IT IS UNLAWFUL FOR AN EMPLOYER TO COUNT PAID FAMILY AND MEDICAL LEAVE TAKEN UNDER THIS PART 4 AS AN ABSENCE THAT MAY LEAD TO OR RESULT IN DISCIPLINE, DISCHARGE, DEMOTION, SUSPENSION OR ANY OTHER ADVERSE ACTION.

(6) (a) AN AGGRIEVED INDIVIDUAL UNDER THIS SECTION MAY BRING A CIVIL ACTION IN A COURT OF COMPETENT JURISDICTION.

(b) AN EMPLOYER WHO VIOLATES THIS SECTION IS SUBJECT TO THE DAMAGES AND EQUITABLE RELIEF AVAILABLE UNDER 29 U.S.C. SECTION 2617(a)(1).
(c) EXCEPT AS PROVIDED IN SECTION 8-13.3-409 (6)(d), A CLAIM BROUGHT IN ACCORDANCE WITH THIS SECTION MUST BE FILED WITHIN TWO YEARS AFTER THE DATE OF THE LAST EVENT CONSTITUTING THE ALLEGED VIOLATION FOR WHICH THE ACTION IS BROUGHT.
(d) IN THE CASE OF SUCH ACTION BROUGHT FOR A WILLFUL VIOLATION OF THIS SECTION, SUCH ACTION MAY BE BROUGHT WITHIN 3 YEARS OF THE DATE OF THE LAST EVENT CONSTITUTING THE ALLEGED VIOLATION FOR WHICH SUCH ACTION IS BROUGHT.
(7) THE DIRECTOR, BY RULE, SHALL ESTABLISH A FINE STRUCTURE FOR EMPLOYERS WHO VIOLATE THIS SECTION, WITH A MAXIMUM FINE OF $500 PER VIOLATION. THE DIRECTOR SHALL TRANSFER ANY FINES COLLECTED PURSUANT TO THIS SECTION TO THE STATE TREASURER FOR DEPOSIT IN THE FUND. THE DIRECTOR, BY RULE, SHALL ESTABLISH A PROCESS FOR THE DETERMINATION, ASSESSMENT, AND APPEAL OF FINES UNDER THIS SUBSECTION.
(8) THIS SECTION DOES NOT APPLY TO AN EMPLOYEE OF A LOCAL GOVERNMENT THAT HAS ELECTED COVERAGE PURSUANT TO SECTION 8-13.3-414.

8-13.3-410. Coordination of benefits. (1)(a) LEAVE TAKEN WITH WAGE REPLACEMENT UNDER THIS PART 4 THAT ALSO QUALIFIES AS LEAVE UNDER THE "FAMILY AND MEDICAL LEAVE ACT," AS AMENDED, PUB. L. 103-3, CODIFIED AT 29 U.S.C. SEC. 2601 ET. SEQ., OR PART 2 OF ARTICLE 13.3 OF TITLE 8 RUNS CONCURRENTLY WITH LEAVE TAKEN UNDER THE "FAMILY AND MEDICAL LEAVE ACT" OR PART 2 OF ARTICLE 13.3 OF TITLE 8, AS APPLICABLE.
(b) AN EMPLOYER MAY REQUIRE THAT PAYMENT MADE OR PAID FAMILY AND MEDICAL LEAVE TAKEN UNDER THIS PART 4 BE MADE OR TAKEN CONCURRENTLY OR OTHERWISE COORDINATED WITH PAYMENT MADE OR LEAVE ALLOWED UNDER THE TERMS OF A DISABILITY POLICY, INCLUDING A DISABILITY POLICY CONTAINED WITHIN AN EMPLOYMENT CONTRACT, OR A SEPARATE BANK OF TIME OFF SOLELY FOR THE PURPOSE OF PAID FAMILY AND MEDICAL LEAVE UNDER THIS PART 4, AS APPLICABLE. THE EMPLOYER SHALL GIVE ITS EMPLOYEES WRITTEN NOTICE OF THIS REQUIREMENT.
(c) NOTWITHSTANDING SECTION 8-13.3-410 (1)(b), UNDER NO CIRCUMSTANCES SHALL AN EMPLOYEE BE REQUIRED TO USE OR EXHAUST ANY ACCRUED VACATION LEAVE, SICK LEAVE, OR OTHER PAID TIME OFF PRIOR TO OR WHILE RECEIVING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS PART 4. HOWEVER, AN EMPLOYEE AND AN EMPLOYER MAY MUTUALLY AGREE THAT THE EMPLOYEE MAY USE ANY ACCRUED VACATION LEAVE, SICK LEAVE, OR OTHER PAID TIME OFF WHILE RECEIVING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS PART 4, UNLESS THE AGGREGATE AMOUNT A COVERED INDIVIDUAL WOULD RECEIVE WOULD EXCEED THE COVERED INDIVIDUAL'S AVERAGE WEEKLY WAGE. NOTHING IN THIS SUBSECTION REQUIRES AN EMPLOYEE TO RECEIVE OR USE, OR AN EMPLOYER TO PROVIDE, ADDITIONAL PAID TIME OFF AS DESCRIBED IN THIS SUBSECTION.
(2)(a) THIS PART 4 DOES NOT DIMINISH:
(I) THE RIGHTS, PRIVILEGES, OR REMEDIES OF AN EMPLOYEE UNDER A COLLECTIVE BARGAINING AGREEMENT, EMPLOYER POLICY, OR EMPLOYMENT CONTRACT;
(II) AN EMPLOYER'S OBLIGATION TO COMPLY WITH A COLLECTIVE BARGAINING AGREEMENT, EMPLOYER POLICY, OR EMPLOYMENT CONTRACT, AS APPLICABLE, THAT PROVIDES GREATER LEAVE THAN PROVIDED UNDER THIS PART 4; OR
(III) ANY LAW THAT PROVIDES GREATER LEAVE THAN PROVIDED UNDER THIS PART 4.
(b) AFTER THE EFFECTIVE DATE OF THIS PART 4, AN EMPLOYER POLICY ADOPTED OR RETAINED SHALL NOT DIMINISH AN EMPLOYEE'S RIGHT TO BENEFITS UNDER THIS PART 4. ANY AGREEMENT

BY AN EMPLOYEE TO WAIVE THE EMPLOYEE'S RIGHTS UNDER THIS PART 4 IS VOID AS AGAINST PUBLIC POLICY.

(3) THE DIRECTOR SHALL DETERMINE BY RULE THE INTERACTION OF BENEFITS OR COORDINATION OF LEAVE WHEN A COVERED INDIVIDUAL IS CONCURRENTLY ELIGIBLE FOR PAID FAMILY AND MEDICAL LEAVE AND BENEFITS UNDER THIS PART 4 WITH:

(a) LEAVE PURSUANT TO SECTION 24-34-402.7; OR

(b) WORKERS' COMPENSATION BENEFITS UNDER ARTICLE 42 OF TITLE 8.

8-13.3-411. Notice. THE DIVISION SHALL DEVELOP A PROGRAM NOTICE THAT DETAILS THE PROGRAM REQUIREMENTS, BENEFITS, CLAIMS PROCESS, PAYROLL DEDUCTION REQUIREMENTS, THE RIGHT TO JOB PROTECTION AND BENEFITS CONTINUATION UNDER SECTION 8-13.3-409, PROTECTION AGAINST RETALIATORY PERSONNEL ACTIONS OR OTHER DISCRIMINATION, AND OTHER PERTINENT PROGRAM INFORMATION. EACH EMPLOYER SHALL POST THE PROGRAM NOTICE IN A PROMINENT LOCATION IN THE WORKPLACE AND NOTIFY ITS EMPLOYEES OF THE PROGRAM, IN WRITING, UPON HIRING AND UPON LEARNING OF AN EMPLOYEE EXPERIENCING AN EVENT THAT TRIGGERS ELIGIBILITY PURSUANT TO SECTION 8-13.3-404. THE DIVISION SHALL PROVIDE THE INFORMATION REQUIRED BY THIS SECTION IN A MANNER THAT IS CULTURALLY COMPETENT AND LINGUISTICALLY APPROPRIATE.

8-13.3-412. Appeals. (1) THE DIRECTOR SHALL ESTABLISH A SYSTEM FOR ADMINISTRATIVE REVIEW AND DETERMINATION OF CLAIMS, AND APPEAL OF SUCH DETERMINATIONS, INCLUDING DENIAL OF FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS. IN ESTABLISHING SUCH SYSTEM, THE DIRECTOR MAY UTILIZE ANY AND ALL PROCEDURES AND APPEALS MECHANISMS ESTABLISHED UNDER SECTIONS 8-4-111.5(5), 8-74-102, AND 8-74-103.

(2) JUDICIAL REVIEW OF ANY DECISION WITH RESPECT TO FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS SECTION IS PERMITTED IN A COURT OF COMPETENT JURISDICTION AFTER A COVERED INDIVIDUAL AGGRIEVED THEREBY HAS EXHAUSTED ALL ADMINISTRATIVE REMEDIES ESTABLISHED BY THE DIRECTOR. IF A COVERED INDIVIDUAL FILES A CIVIL ACTION IN A COURT OF COMPETENT JURISDICTION TO ENFORCE A JUDGMENT MADE UNDER THIS SECTION, ANY FILING FEE UNDER ARTICLE 32 OF TITLE 13 SHALL BE WAIVED.

8-13.3-413. Erroneous payments and disqualification for benefits. (1) A COVERED INDIVIDUAL IS DISQUALIFIED FROM FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS FOR ONE YEAR IF THE INDIVIDUAL IS DETERMINED BY THE DIRECTOR TO HAVE WILLFULLY MADE A FALSE STATEMENT OR MISREPRESENTATION REGARDING A MATERIAL FACT, OR WILLFULLY FAILED TO REPORT A MATERIAL FACT, TO OBTAIN BENEFITS UNDER THIS PART 4.

(2) IF FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS ARE PAID ERRONEOUSLY OR AS A RESULT OF WILLFUL MISREPRESENTATION, OR IF A CLAIM FOR FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS IS REJECTED AFTER BENEFITS ARE PAID, THE DIVISION MAY SEEK REPAYMENT OF BENEFITS FROM THE RECIPIENT. THE DIRECTOR SHALL EXERCISE HIS OR HER DISCRETION TO WAIVE, IN WHOLE OR IN PART, THE AMOUNT OF ANY SUCH PAYMENTS WHERE THE RECOVERY WOULD BE AGAINST EQUITY AND GOOD CONSCIENCE.

8-13.3-414. Elective coverage. (1) AN EMPLOYEE OF A LOCAL GOVERNMENT THAT HAS DECLINED PARTICIPATION IN THE PROGRAM PURSUANT TO SECTION 8-13.3-422 OR A SELF-EMPLOYED PERSON, INCLUDING AN INDEPENDENT CONTRACTOR, SOLE PROPRIETOR, PARTNER OR JOINT VENTURER, MAY

ELECT COVERAGE UNDER THIS PART 4 FOR AN INITIAL PERIOD OF NOT LESS THAN THREE YEARS. THE SELF-EMPLOYED PERSON OR EMPLOYEE OF A LOCAL GOVERNMENT MUST FILE A NOTICE OF ELECTION IN WRITING WITH THE DIRECTOR, AS REQUIRED BY THE DIVISION. THE ELECTION BECOMES EFFECTIVE ON THE DATE OF FILING THE NOTICE. AS A CONDITION OF ELECTION, THE SELF-EMPLOYED PERSON OR EMPLOYEE OF A LOCAL GOVERNMENT MUST AGREE TO SUPPLY ANY INFORMATION CONCERNING INCOME THAT THE DIVISION DEEMS NECESSARY.

(2) A SELF-EMPLOYED PERSON OR AN EMPLOYEE OF A LOCAL GOVERNMENT WHO HAS ELECTED COVERAGE MAY WITHDRAW FROM COVERAGE WITHIN 30 DAYS AFTER THE END OF THE THREE-YEAR PERIOD OF COVERAGE, OR AT SUCH OTHER TIMES AS THE DIRECTOR MAY PRESCRIBE BY RULE, BY FILING WRITTEN NOTICE WITH THE DIRECTOR, SUCH WITHDRAWAL TO TAKE EFFECT NOT SOONER THAN 30 DAYS AFTER FILING THE NOTICE.

8-13.3-415. Reimbursement of advance payments. (1) EXCEPT AS PROVIDED IN SECTION 8-13.3-415 (2), IF AN EMPLOYER HAS MADE ADVANCE PAYMENTS TO AN EMPLOYEE THAT ARE EQUAL TO OR GREATER THAN THE AMOUNT REQUIRED UNDER THIS PART 4, DURING ANY PERIOD OF PAID FAMILY AND MEDICAL LEAVE FOR WHICH SUCH EMPLOYEE IS ENTITLED TO THE BENEFITS PROVIDED BY THIS PART 4, THE EMPLOYER IS ENTITLED TO BE REIMBURSED BY THE FUND OUT OF ANY BENEFITS DUE OR TO BECOME DUE FOR THE EXISTING PAID FAMILY AND MEDICAL LEAVE, IF THE CLAIM FOR REIMBURSEMENT IS FILED WITH THE FUND PRIOR TO THE FUND'S PAYMENT OF THE BENEFITS TO THE EMPLOYEE.

(2) IF AN EMPLOYER THAT PROVIDES FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS THROUGH A PRIVATE PLAN APPROVED PURSUANT TO SECTION 8-13.3-421 MAKES ADVANCE PAYMENTS TO AN EMPLOYEE THAT ARE EQUAL TO OR GREATER THAN THE AMOUNT REQUIRED UNDER THIS PART 4, DURING ANY PERIOD OF PAID FAMILY AND MEDICAL LEAVE FOR WHICH SUCH EMPLOYEE IS ENTITLED TO THE BENEFITS PROVIDED BY THIS PART 4, THE ENTITY THAT ISSUED THE PRIVATE PLAN SHALL REIMBURSE THE EMPLOYER OUT OF ANY BENEFITS DUE OR TO BECOME DUE FOR THE EXISTING PAID FAMILY AND MEDICAL LEAVE, IF THE CLAIM FOR REIMBURSEMENT IS FILED WITH THE ENTITY THAT ISSUED THE PRIVATE PLAN PRIOR TO THE PRIVATE PLAN'S PAYMENT OF THE BENEFITS UNDER THE PRIVATE PLAN TO THE EMPLOYEE.

(3) THE DIRECTOR, BY RULE, SHALL ESTABLISH A PROCESS FOR REIMBURSEMENTS UNDER THIS SECTION.

8-13.3-416. Family and medical leave insurance program. (1) BY JANUARY 1, 2023, THE DIVISION SHALL ESTABLISH AND ADMINISTER A FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM AND BEGIN COLLECTING PREMIUMS AS SPECIFIED IN THIS PART 4. BY JANUARY 1, 2024, THE DIVISION SHALL START RECEIVING CLAIMS FROM AND PAYING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS TO COVERED INDIVIDUALS.

(2) THE DIVISION SHALL ESTABLISH REASONABLE PROCEDURES AND FORMS FOR FILING CLAIMS FOR BENEFITS UNDER THIS PART 4 AND SHALL SPECIFY WHAT SUPPORTING DOCUMENTATION IS NECESSARY TO SUPPORT A CLAIM FOR BENEFITS, INCLUDING ANY DOCUMENTATION REQUIRED FROM A HEALTH CARE PROVIDER FOR PROOF OF A SERIOUS HEALTH CONDITION AND ANY DOCUMENTATION REQUIRED BY THE DIVISION WITH REGARDS TO A CLAIM FOR SAFE LEAVE.

(3) THE DIVISION SHALL NOTIFY THE EMPLOYER WITHIN FIVE BUSINESS DAYS OF A CLAIM BEING FILED PURSUANT TO THIS PART 4.

(4) THE DIVISION SHALL USE INFORMATION SHARING AND INTEGRATION TECHNOLOGY TO FACILITATE THE DISCLOSURE OF RELEVANT INFORMATION OR RECORDS SO LONG AS AN INDIVIDUAL CONSENTS TO THE DISCLOSURE AS REQUIRED UNDER STATE LAW.
(5) INFORMATION CONTAINED IN THE FILES AND RECORDS PERTAINING TO AN INDIVIDUAL UNDER THIS PART 4 ARE CONFIDENTIAL AND NOT OPEN TO PUBLIC INSPECTION, OTHER THAN TO PUBLIC EMPLOYEES IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES. HOWEVER, THE INDIVIDUAL OR AN AUTHORIZED REPRESENTATIVE OF AN INDIVIDUAL MAY REVIEW THE RECORDS OR RECEIVE SPECIFIC INFORMATION FROM THE RECORDS UPON THE PRESENTATION OF THE INDIVIDUAL'S SIGNED AUTHORIZATION.
(6) THE DIRECTOR SHALL ADOPT RULES AS NECESSARY OR AS SPECIFIED IN THIS PART 4 TO IMPLEMENT AND ADMINISTER THIS PART 4. THE DIRECTOR SHALL ADOPT RULES INCLUDING, BUT NOT LIMITED TO:
(a) CONFIDENTIALITY OF INFORMATION RELATED TO CLAIMS FILED OR APPEALS TAKEN;
(b) GUIDANCE ON THE FACTORS USED TO DETERMINE WHETHER AN INDIVIDUAL IS A COVERED INDIVIDUAL'S FAMILY MEMBER;
(c) THE FORM AND MANNER OF FILING CLAIMS FOR BENEFITS AND PROVIDING RELATED DOCUMENTATION PURSUANT TO SECTION 8-13.3-416 (2); AND
(d) THE FORM AND MANNER OF SUBMITTING AN APPLICATION WITH A CLAIM FOR BENEFITS TO THE DIVISION OR TO THE ENTITY THAT ISSUED A PRIVATE PLAN APPROVED PURSUANT TO SECTION 8-13.3-421.
(7) INITIAL RULES AND REGULATIONS NECESSARY FOR IMPLEMENTATION OF THIS PART 4 SHALL BE ADOPTED BY THE DIRECTOR AND PROMULGATED BY JANUARY 1, 2022.

8-13.3-417. Income Tax. (1) IF THE INTERNAL REVENUE SERVICE DETERMINES THAT FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS PART 4 ARE SUBJECT TO FEDERAL INCOME TAX, THE DIVISION OR A PRIVATE PLAN APPROVED UNDER SECTION 8-13.3-421 SHALL INFORM AN INDIVIDUAL FILING A NEW CLAIM FOR FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS, AT THE TIME OF FILING SUCH CLAIM, THAT:
(a) THE INTERNAL REVENUE SERVICE HAS DETERMINED THAT BENEFITS ARE SUBJECT TO FEDERAL INCOME TAX; AND
(b) REQUIREMENTS EXIST PERTAINING TO ESTIMATED TAX PAYMENTS.
(2) BENEFITS RECEIVED PURSUANT TO THIS PART 4 ARE NOT SUBJECT TO STATE INCOME TAX.
(3) THE DIRECTOR, IN CONSULTATION WITH THE DEPARTMENT OF REVENUE, SHALL ISSUE RULES REGARDING TAX TREATMENT AND RELATED PROCEDURES REGARDING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS, AS WELL AS THE SHARING OF NECESSARY INFORMATION BETWEEN THE DIVISION AND THE DEPARTMENT OF REVENUE.

8-13.3-418. Family and medical leave insurance fund – establishment and investment. (1) THERE IS HEREBY CREATED IN THE STATE TREASURY THE FAMILY AND MEDICAL LEAVE INSURANCE FUND. THE FUND CONSISTS OF PREMIUMS PAID PURSUANT TO SECTION 8-13.3-407 AND REVENUES FROM REVENUE BONDS ISSUED IN ACCORDANCE WITH SECTION 8-13.3-408(2)(d). MONEY IN THE FUND MAY BE USED ONLY TO PAY REVENUE BONDS; TO REIMBURSE EMPLOYERS WHO PAY FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS DIRECTLY TO EMPLOYEES IN ACCORDANCE WITH SECTION 8-13.3-415(1); AND TO PAY BENEFITS UNDER, AND TO ADMINISTER, THE PROGRAM PURSUANT TO THIS PART 4, INCLUDING TECHNOLOGY COSTS TO ADMINISTER THE PROGRAM AND OUTREACH SERVICES DEVELOPED UNDER SECTION 8-13.3-420. INTEREST EARNED ON THE

INVESTMENT OF MONEY IN THE FUND REMAINS IN THE FUND. ANY MONEY REMAINING IN THE FUND AT THE END OF A FISCAL YEAR REMAINS IN THE FUND AND DOES NOT REVERT TO THE GENERAL FUND OR ANY OTHER FUND. STATE MONEY IN THE FUND IS CONTINUOUSLY APPROPRIATED TO THE DIVISION FOR THE PURPOSE OF THIS SECTION. THE GENERAL ASSEMBLY SHALL NOT APPROPRIATE MONEY FROM THE FUND FOR THE GENERAL EXPENSES OF THE STATE.

(2) THE DIVISION MAY SEEK, ACCEPT, AND EXPEND GIFTS, GRANTS, AND DONATIONS, INCLUDING PROGRAM-RELATED INVESTMENTS AND COMMUNITY REINVESTMENT FUNDS, TO FINANCE THE COSTS OF ESTABLISHING AND IMPLEMENTING THE PROGRAM.

8-13.3-419. Reports. NOTWITHSTANDING SECTION 24-1-136 (11)(a)(I), BEGINNING JANUARY 1, 2025, THE DIVISION SHALL SUBMIT A REPORT TO THE LEGISLATURE BY APRIL 1 OF EACH YEAR THAT INCLUDES, BUT IS NOT LIMITED TO, PROJECTED AND ACTUAL PROGRAM PARTICIPATION BY SECTION 8-13.3-404(2) PURPOSE, GENDER OF BENEFICIARY, AVERAGE WEEKLY WAGE OF BENEFICIARY, OTHER DEMOGRAPHICS OF BENEFICIARY AS DETERMINED BY THE DIVISION, PREMIUM RATES, FUND BALANCES, OUTREACH EFFORTS, AND, FOR LEAVES TAKEN UNDER SECTION 8-13.3-404(2)(b), FAMILY MEMBERS FOR WHOM LEAVE WAS TAKEN TO PROVIDE CARE.

8-13.3-420. Public education. BY JULY 1, 2022, AND FOR AS LONG AS THE PROGRAM CONTINUES, THE DIVISION SHALL DEVELOP AND IMPLEMENT OUTREACH SERVICES TO EDUCATE THE PUBLIC ABOUT THE FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM AND AVAILABILITY OF PAID FAMILY AND MEDICAL LEAVE AND BENEFITS UNDER THIS PART 4 FOR COVERED INDIVIDUALS. THE DIVISION SHALL PROVIDE THE INFORMATION REQUIRED BY THIS SECTION IN A MANNER THAT IS CULTURALLY COMPETENT AND LINGUISTICALLY APPROPRIATE. THE DIVISION MAY, ON ITS OWN OR THROUGH A CONTRACT WITH AN OUTSIDE VENDOR, USE A PORTION OF THE MONEY IN THE FUND TO DEVELOP, IMPLEMENT, AND ADMINISTER OUTREACH SERVICES.

8-13.3-421. Substitution of private plans. (1) EMPLOYERS MAY APPLY TO THE DIVISION FOR APPROVAL TO MEET THEIR OBLIGATIONS UNDER THIS PART 4 THROUGH A PRIVATE PLAN. IN ORDER TO BE APPROVED, A PRIVATE PLAN MUST CONFER ALL OF THE SAME RIGHTS, PROTECTIONS AND BENEFITS PROVIDED TO EMPLOYEES UNDER THIS PART 4, INCLUDING, BUT NOT LIMITED TO:

(a) ALLOWING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS TO BE TAKEN FOR ALL PURPOSES SPECIFIED IN SECTION 8-13.3-404(2);

(b) PROVIDING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS TO A COVERED INDIVIDUAL FOR ANY OF THE PURPOSES, INCLUDING MULTIPLE PURPOSES IN THE AGGREGATE, AS SET FORTH IN SECTION 8-13.3-404(2), FOR THE MAXIMUM NUMBER OF WEEKS REQUIRED IN SECTION 8-13.3-405(1) IN A BENEFIT YEAR;

(c) ALLOWING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER SECTION 8-13.3-404(2)(b) TO BE TAKEN TO CARE FOR ANY FAMILY MEMBER;

(d) ALLOWING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER SECTION 8-13.3-404(2)(c) TO BE TAKEN BY A COVERED INDIVIDUAL WITH ANY SERIOUS HEALTH CONDITION;

(e) ALLOWING FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER SECTION 8-13.3-404(2)(e) TO BE TAKEN FOR ANY SAFE LEAVE PURPOSES;

(f) PROVIDING A WAGE REPLACEMENT RATE FOR ALL FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS OF AT LEAST THE AMOUNT REQUIRED BY SECTION 8-13.3-406(1)(a);

(g) PROVIDING A MAXIMUM WEEKLY BENEFIT FOR ALL FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS OF AT LEAST THE AMOUNT SPECIFIED IN SECTION 8-13.3-406(1)(b);

(h) ALLOWING A COVERED INDIVIDUAL TO TAKE INTERMITTENT LEAVE AS AUTHORIZED BY SECTION 8-13.3-405(3);
(i) IMPOSING NO ADDITIONAL CONDITIONS OR RESTRICTIONS ON FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS, OR PAID FAMILY AND MEDICAL LEAVE TAKEN IN CONNECTION THEREWITH, BEYOND THOSE EXPLICITLY AUTHORIZED BY THIS PART 4 OR REGULATIONS ISSUED PURSUANT TO THIS PART 4;
(j) ALLOWING ANY EMPLOYEE COVERED UNDER THE PRIVATE PLAN WHO IS ELIGIBLE FOR FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS UNDER THIS PART 4 TO RECEIVE BENEFITS AND TAKE PAID FAMILY AND MEDICAL LEAVE UNDER THE PRIVATE PLAN; AND
(k) PROVIDING THAT THE COST TO EMPLOYEES COVERED BY A PRIVATE PLAN SHALL NOT BE GREATER THAN THE COST CHARGED TO EMPLOYEES UNDER THE STATE PLAN UNDER SECTION 8-13.3-407.
(2) IN ORDER TO BE APPROVED AS MEETING AN EMPLOYER'S OBLIGATIONS UNDER THIS PART 4, A PRIVATE PLAN MUST ALSO COMPLY WITH THE FOLLOWING PROVISIONS:
(a) IF THE PRIVATE PLAN IS IN THE FORM OF SELF-INSURANCE, THE EMPLOYER MUST FURNISH A BOND TO THE STATE, WITH SOME SURETY COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE, IN THE FORM, AMOUNT, AND MANNER REQUIRED BY THE DIVISION;
(b) THE PLAN MUST PROVIDE FOR ALL ELIGIBLE EMPLOYEES THROUGHOUT THEIR PERIOD OF EMPLOYMENT; AND
(c) IF THE PLAN IS IN THE FORM OF A THIRD PARTY THAT PROVIDES FOR INSURANCE, THE FORMS OF THE POLICY MUST BE ISSUED BY AN INSURER APPROVED BY THE STATE.
(3) THE DIVISION SHALL WITHDRAW APPROVAL FOR A PRIVATE PLAN GRANTED UNDER SECTION 8-13.3-421(1) WHEN TERMS OR CONDITIONS OF THE PLAN HAVE BEEN VIOLATED. CAUSES FOR PLAN TERMINATION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:
(a) FAILURE TO PAY BENEFITS;
(b) FAILURE TO PAY BENEFITS TIMELY AND IN A MANNER CONSISTENT WITH THIS PART 4;
(c) FAILURE TO MAINTAIN AN ADEQUATE SURETY BOND UNDER SECTION 8-13.3-421(2)(a);
(d) MISUSE OF PRIVATE PLAN MONEY;
(e) FAILURE TO SUBMIT REPORTS OR COMPLY WITH OTHER COMPLIANCE REQUIREMENTS AS REQUIRED BY THE DIRECTOR BY RULE; OR
(f) FAILURE TO COMPLY WITH THIS PART 4 OR THE REGULATIONS PROMULGATED PURSUANT TO THIS PART 4.
(4) AN EMPLOYEE COVERED BY A PRIVATE PLAN APPROVED UNDER THIS SECTION SHALL RETAIN ALL APPLICABLE RIGHTS UNDER SECTION 8-13.3-409.
(5) A CONTESTED DETERMINATION OR DENIAL OF FAMILY AND MEDICAL LEAVE INSURANCE BENEFITS BY A PRIVATE PLAN IS SUBJECT TO APPEAL BEFORE THE DIVISION AND ANY COURT OF COMPETENT JURISDICTION AS PROVIDED BY SECTION 8-13.3-412.
(6) THE DIRECTOR, BY RULE, SHALL ESTABLISH A FINE STRUCTURE FOR EMPLOYERS AND ENTITIES OFFERING PRIVATE PLANS THAT VIOLATE THIS SECTION, WITH A MAXIMUM FINE OF $500 PER VIOLATION. THE DIRECTOR SHALL TRANSFER ANY FINES COLLECTED PURSUANT TO THIS SUBSECTION TO THE STATE TREASURER FOR DEPOSIT INTO THE FUND. THE DIRECTOR, BY RULE, SHALL ESTABLISH A PROCESS FOR THE DETERMINATION, ASSESSMENT, AND APPEAL OF FINES UNDER THIS SUBSECTION.
(7) THE DIRECTOR SHALL ANNUALLY DETERMINE THE TOTAL AMOUNT EXPENDED BY THE DIVISION FOR COSTS ARISING OUT OF THE ADMINISTRATION OF PRIVATE PLANS. EACH ENTITY OFFERING A PRIVATE PLAN PURSUANT TO THIS SECTION SHALL REIMBURSE THE DIVISION FOR THE COSTS

ARISING OUT OF THE PRIVATE PLANS IN THE AMOUNT, FORM, AND MANNER DETERMINED BY THE DIRECTOR BY RULE. THE DIRECTOR SHALL TRANSFER PAYMENTS RECEIVED PURSUANT TO THIS SECTION TO THE STATE TREASURY FOR DEPOSIT IN THE FUND.

8-13.3-422. Local government employers' ability to decline participation in program - rules.
(1) A LOCAL GOVERNMENT MAY DECLINE PARTICIPATION IN THE FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM IN THE FORM AND MANNER DETERMINED BY THE DIRECTOR BY RULE.
(2) AN EMPLOYEE OF A LOCAL GOVERNMENT THAT HAS DECLINED PARTICIPATION IN THE PROGRAM IN ACCORDANCE WITH THIS SECTION MAY ELECT COVERAGE AS SPECIFIED IN SECTION 8-13.3-414.
(3) THE DIRECTOR SHALL PROMULGATE REASONABLE RULES FOR THE IMPLEMENTATION OF THIS SECTION. AT A MINIMUM, THE RULES MUST INCLUDE:
(a) THE PROCESS BY WHICH A LOCAL GOVERNMENT MAY DECLINE PARTICIPATION IN THE PROGRAM;
(b) THE PROCESS BY WHICH A LOCAL GOVERNMENT THAT HAS PREVIOUSLY DECLINED PARTICIPATION IN THE PROGRAM MAY SUBSEQUENTLY ELECT COVERAGE IN THE PROGRAM; AND
(c) THE NOTICE THAT A LOCAL GOVERNMENT IS REQUIRED TO PROVIDE ITS EMPLOYEES REGARDING WHETHER THE LOCAL GOVERNMENT IS PARTICIPATING IN THE PROGRAM, THE ABILITY OF THE EMPLOYEES OF A LOCAL GOVERNMENT THAT HAS DECLINED PARTICIPATION TO ELECT COVERAGE PURSUANT TO SECTION 8-13.3-414, AND ANY OTHER NECESSARY REQUIREMENTS.

8-13.3-423. Severability. IF ANY PROVISION OF THIS PART 4 OR ITS APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID, THE REMAINDER OF PART 4 OR THE APPLICATION OF THE PROVISION TO OTHER PERSONS OR CIRCUMSTANCES IS NOT AFFECTED.

8-13.3-424. Effective date. THIS PART 4 TAKES EFFECT UPON OFFICIAL DECLARATION OF THE GOVERNOR AND IS SELF-EXECUTING.

Initiative 2019-2020 #295

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, add 24-77-108 as follows:

24-77-108. Creation of a new fee-based Enterprise. In order to provide transparency and oversight to government mandated fees the People of the State of Colorado find and declare that:

(1) After January 1, 2021, any state enterprise qualified or created, as defined under Colo.Const. Art. X, section 20(2)(d) with projected or actual revenue from fees and surcharges of over $100,000,000 total in its first five fiscal years must be approved at a statewide general election. Ballot titles for enterprises shall begin, "SHALL AN ENTERPRISE BE CREATED TO COLLECT REVENUE TOTALING (full dollar collection for first five fiscal years) IN ITS FIRST FIVE YEARS...?"

(2) Revenue collected for enterprises created simultaneously or within the five preceding years serving primarily the same purpose shall be aggregated in calculating the applicability of this section.

Be it enacted by the People of the State of Colorado:

RECEIVED
By Steven Ward at 2:51 pm, Apr 03, 2020

SECTION 1. In Colorado Revised Statutes, 39-22-104, **amend** (1.7) as follows:

39-22-104. Income tax imposed on individuals, estates, and trusts - single rate - legislative declaration - definitions - repeal.

(1.7) (a) Except as otherwise provided in section 39-22-627, subject to subsection (2) of this section, with respect to taxable years commencing on or after January 1, 2000, BUT BEFORE JANUARY 1, 2020, a tax of four and sixty-three one-hundredths percent is imposed on the federal taxable income, as determined pursuant to section 63 of the internal revenue code, of every individual, estate, and trust.

(b) EXCEPT AS OTHERWISE PROVIDED IN SECTION 39-22-627, SUBJECT TO SUBSECTION (2) OF THIS SECTION, WITH RESPECT TO TAXABLE YEARS COMMENCING ON OR AFTER JANUARY 1, 2020, A TAX OF FOUR AND FIFTY-FIVE ONE-HUNDREDTHS PERCENT IS IMPOSED ON THE FEDERAL TAXABLE INCOME, AS DETERMINED PURSUANT TO SECTION 63 OF THE INTERNAL REVENUE CODE, OF EVERY INDIVIDUAL, ESTATE, AND TRUST.

SECTION2. In Colorado Revised Statutes, 39-22-301, **amend** (1)(d)(I)(I); and **add** (1)(d)(I)(J) as follows:

39-22-301. Corporate tax imposed. (1) (d) (I) A tax is imposed upon each domestic C corporation and foreign C corporation doing business in Colorado annually in an amount of the net income of such C corporation during the year derived from sources within Colorado as set forth in the following schedule of rates:

(I) Except as otherwise provided in section 39-22-627, for income tax years commencing on or after January 1, 2000, BUT BEFORE JANUARY 1, 2020, four and sixty-three one-hundredths percent of the Colorado net income;

(J) EXCEPT AS OTHERWISE PROVIDED IN SECTION 39-22-627, FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2020, FOUR AND FIFTY-FIVE ONE-HUNDREDTHS PERCENT OF THE COLORADO NET INCOME.

SECTION 3 In Colorado Revised Statutes, 39-22-604, **amend** (18)(a) introductory portion and (18)(b) as follows:

39-22-604. Withholding tax - requirement to withhold – tax lien - exemption from lien - definitions. (18) (a) Any person who makes a payment for services to any natural person that is not otherwise subject to state income tax withholding but that requires an information return, including but not limited to any payment for which internal revenue service form 1099-B, 1099-DIV, 1099-INT, 1099-MISC, 1099-OID, or 1099-PATR, the issuance of any of which allows taxpayer identification number verification through the taxpayer identification number matching program administered by the internal revenue service, or any other version of form 1099 is required, shall deduct and withhold state income tax at the rate of ~~four and sixty-three one-hundredths percent~~ SET FORTH IN SECTION 39-22-104 OR 39-22-301 if the person who performed the services:

(b) Any person other than a natural person and any natural person who in the course of conducting a trade or business as a sole proprietor makes any payment for services to a natural person that is not reported on any information return shall deduct and withhold state income tax at the rate of ~~four and sixty-three one-hundredths percent~~ SET FORTH IN SECTION 39-22-

104, unless the employer making payment has a validated taxpayer identification number from the person to whom payment is made.

SECTION 4. Effective date. THIS ACT SHALL TAKE EFFECT UPON PROCLAMATION BY THE GOVERNOR.

Second Regular Session
Seventy-second General Assembly
STATE OF COLORADO

REREVISED
This Version Includes All Amendments
Adopted in the Second House

LLS NO. 20-1329.01 Ed DeCecco x4216 **HOUSE BILL 20-1427**

HOUSE SPONSORSHIP

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A BILL FOR AN ACT

CONCERNING THE TAXATION OF PRODUCTS THAT CONTAIN NICOTINE, AND, IN CONNECTION THEREWITH, INCREMENTALLY INCREASING THE CIGARETTE TAX AND THE TOBACCO PRODUCTS TAX; EXPANDING BOTH OF THESE TAXES TO APPLY TO SALES TO CONSUMERS FROM OUTSIDE OF THE STATE; CREATING AN INVENTORY TAX THAT APPLIES WHEN THE CIGARETTE TAX INCREASES; CREATING A MINIMUM TAX AMOUNT FOR MOIST SNUFF TOBACCO PRODUCTS; CREATING A TAX ON NICOTINE PRODUCTS THAT IS EQUAL TO THE TOTAL TAX ON TOBACCO PRODUCTS; ESTABLISHING NEW RATES FOR CIGARETTES, TOBACCO PRODUCTS, AND NICOTINE PRODUCTS THAT ARE MODIFIED RISK TOBACCO PRODUCTS THAT ARE HALF OF THE STATUTORY TAX; REFERRING A BALLOT ISSUE FOR PRIOR VOTER

SENATE
3rd Reading Unamended
June 15, 2020

SENATE
Amended 2nd Reading
June 13, 2020

HOUSE
Amended 3rd Reading
June 12, 2020

HOUSE
Amended 2nd Reading
June 11, 2020

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

APPROVAL FOR THE NEW AND INCREASED TAXES; AND ALLOCATING THE NEW TAX REVENUE.

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 refers a ballot issue to the voters at the November 2020 general election for the following incremental tax changes beginning January 1, 2021:

- To increase the statutory per cigarette tax from one cent to 6.5 cents until July 1, 2024, then to 8 cents until July 1, 2027, and thereafter to 10 cents;
- To increase the statutory tobacco products tax from 20% of the manufacturer's list price (MLP) to 30% of MLP until July 1, 2024, then to 36% of MLP until July 1, 2027, and to 42% thereafter of MLP for tobacco products;
- To create a tax on nicotine products that is equal to 50% of MLP until July 1, 2024, then 56% of MLP until July 1, 2027, and thereafter 62% of MLP, which is the same tax as the total tax levied on tobacco products, including the tax from Amendment 35, with the increase; and
- To establish a tax rate for cigarettes, tobacco products, and nicotine products that are modified risk tobacco products approved by the United States department of health and human services that is 50% of the statutory tax rate.

The bill establishes a minimum tax for tobacco products that are moist snuff that is based on a combined minimum tax between the statutory tobacco tax and the tax imposed under Amendment 35. If voters approve the tax, then the state will have the authority to impose these taxes beginning January 1, 2021, and retain and spend the revenue as a voter-approved revenue change, and the remainder of the bill takes effect upon approval.

The cigarette and tobacco products taxes are expanded to include delivery sales made by a seller outside of the state directly to a consumer, and the delivery sellers are defined to be wholesalers or distributors. For any tax increase that takes place after January 1, 2022, an inventory tax is created on cigarettes that is imposed on all stamped cigarettes and unaffixed stamps in a wholesaler or wholesale subcontractor's possession or control at the time of a tax increase.

The bill also establishes a minimum price for cigarettes that is equal to:

- $7 for a pack and $70 for a carton until July 1, 2024; and
- $7.50 for a pack and $75 for a carton on and after July 1, 2024.

There are civil penalties imposed for any person who sells cigarettes for less than the minimum amount. As part of its annual June forecast, legislative council staff is required to include an estimate for the current state fiscal year of the additional sales tax revenue that is attributable to the minimum price requirement. On June 30 of the fiscal year, the state treasurer is required to transfer an amount equal to 73% of the estimate from the general fund to the newly created preschool programs cash fund, with the other 27% remaining in the general fund for the distribution to local governments, as required under current law.

The new nicotine products tax is modeled after the tobacco products tax. Nicotine products are products that contain nicotine and that are ingested into the body, which at this time is typically through vaping with an electronic cigarette. The excise tax is levied on the sale, use, consumption, handling, or distribution of all nicotine products in the state, and it is imposed on a distributor at the time the product is brought into the state, made here, or shipped or transported to retailers in the state, or the wholesaler or distributor makes a delivery sale. If a distributor fails to pay the tax, then any person or entity in possession of the nicotine products is liable for the tax.

To be a distributor of nicotine products, a person must have a license. The license costs $10 per year and requires that the distributor must have a tax license and comply with all of the laws relating to the collection of the tax. Distributors are required to file quarterly returns, and the department of revenue may require electronic fund transfers of the taxes paid. Licensees are required to maintain certain records, and retailers are likewise required to maintain records about nicotine products they purchase from a licensed distributor. The department may share the names and addresses of persons who purchased nicotine products for resale with the department of public health and environment and county and district public health agencies.

To account for the fully phased-in increased taxes per cigarette, the discount percentage on cigarette stamps that a cigarette wholesaler may retain for its collection costs is reduced from 4% to .4% and the similar discount for a tobacco products distributor is reduced from 3.33% to 1.6%. A nicotine products distributor will be permitted to retain 1.1% of the taxes collected.

The revenue from the new nicotine products tax, the inventory tax, and the additional cigarette and tobacco products taxes is deposited in the old age pension fund and then credited to the general fund in accordance with the state constitution. For fiscal years prior to July 1, 2023, most of

the tax revenue will stay in the general fund, except for an amount the state treasurer transfers to the 2020 tax holding fund to offset the decreased revenue from the existing taxes that may result from the voter-approved rate increases for the tobacco tax cash fund and to reimburse local governments. Thereafter, the state treasurer will transfer an amount equal to the total tax revenue from the general fund to the 2020 tax holding fund and then transfer specified amounts to the tobacco tax cash fund, the tobacco education programs fund, and the general fund and the remainder after those amounts to the newly created preschool programs cash fund, from which the general assembly may appropriate money to a designated department to be used for an array of preschool education purposes.

The state auditor is required to annually conduct a financial audit of the use of the new tax revenue.

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

SECTION 1. In Colorado Revised Statutes, **add** part 4 to article 28 of title 39 as follows:

PART 4

SUBMISSION OF BALLOT ISSUE - CIGARETTES, TOBACCO PRODUCTS, AND NICOTINE PRODUCTS TAXES

39-28-401. Submission of ballot issue - increased tax cigarettes and tobacco products - new tax on nicotine products - definition - repeal. (1) AS USED IN THIS SECTION, "BALLOT ISSUE" MEANS THE QUESTION REFERRED TO VOTERS IN SUBSECTION (2) OF THIS SECTION.

(2) AT THE ELECTION HELD ON NOVEMBER 3, 2020, THE SECRETARY OF STATE SHALL SUBMIT TO THE REGISTERED ELECTORS OF THE STATE FOR THEIR APPROVAL OR REJECTION THE FOLLOWING BALLOT ISSUE: "SHALL STATE TAXES BE INCREASED BY $294,000,000 ANNUALLY ___ ___ BY IMPOSING A TAX ON NICOTINE LIQUIDS USED IN E-CIGARETTES AND OTHER VAPING PRODUCTS THAT IS EQUAL TO THE TOTAL STATE TAX ON TOBACCO PRODUCTS WHEN FULLY PHASED IN, INCREMENTALLY

INCREASING THE TOBACCO PRODUCTS TAX BY UP TO 22% OF THE MANUFACTURER'S LIST PRICE, INCREMENTALLY INCREASING THE CIGARETTE TAX BY UP TO 9 CENTS PER CIGARETTE, EXPANDING THE EXISTING CIGARETTE AND TOBACCO TAXES TO APPLY TO SALES TO CONSUMERS FROM OUTSIDE OF THE STATE, ESTABLISHING A MINIMUM TAX FOR MOIST SNUFF TOBACCO PRODUCTS, CREATING AN INVENTORY TAX THAT APPLIES FOR FUTURE CIGARETTE TAX INCREASES, AND INITIALLY USING THE TAX REVENUE PRIMARILY FOR PUBLIC SCHOOL FUNDING TO HELP OFFSET REVENUE THAT HAS BEEN LOST AS A RESULT OF THE ECONOMIC IMPACTS RELATED TO COVID-19 AND THEN FOR PROGRAMS THAT REDUCE THE USE OF TOBACCO AND NICOTINE PRODUCTS, ENHANCE THE VOLUNTARY COLORADO PRESCHOOL PROGRAM AND MAKE IT WIDELY AVAILABLE FOR FREE, AND MAINTAIN THE FUNDING FOR PROGRAMS THAT CURRENTLY RECEIVE REVENUE FROM TOBACCO TAXES, WITH THE STATE KEEPING AND SPENDING ALL OF THE NEW TAX REVENUE _____ AS A VOTER-APPROVED REVENUE CHANGE?"

(3) FOR PURPOSES OF SECTION 1-5-407, THE BALLOT ISSUE IS A PROPOSITION. SECTION 1-40-106 (3)(d) DOES NOT APPLY TO THE BALLOT ISSUE.

(4) (a) IF A MAJORITY OF THE ELECTORS VOTING ON THE BALLOT ISSUE VOTE "NO/AGAINST", THEN THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2021.

(b) IF A MAJORITY OF THE ELECTORS VOTING ON THE BALLOT ISSUE VOTE "YES/FOR", THEN THIS SUBSECTION (4) IS REPEALED, EFFECTIVE JULY 1, 2021.

SECTION 2. In Colorado Revised Statutes, 39-28-101, **amend** the introductory portion, (3), and (4); and **add** (1.3), (1.7), and (2.7) as

follows:

39-28-101. Definitions. As used in this ~~article~~ ARTICLE 28, unless the context otherwise requires:

(1.3) "DELIVERY SALE" MEANS A SALE OF CIGARETTES TO A CONSUMER IN THIS STATE WHEN:

(a) THE CONSUMER SUBMITS AN ORDER FOR CIGARETTES TO A DELIVERY SELLER FOR SALE BY MEANS OTHER THAN AN OVER-THE-COUNTER SALE ON THE DELIVERY SELLER'S PREMISES, INCLUDING, BUT NOT LIMITED TO, TELEPHONE OR OTHER VOICE TRANSMISSION, THE MAIL OR OTHER DELIVERY SERVICE, OR THE INTERNET OR OTHER ONLINE SERVICE; AND

(b) THE CIGARETTES ARE DELIVERED WHEN THE SELLER IS NOT IN THE PHYSICAL PRESENCE OF THE CONSUMER WHEN THE CONSUMER OBTAINS POSSESSION OF THE CIGARETTES BY USE OF A COMMON CARRIER, PRIVATE DELIVERY SERVICE, MAIL, OR ANY OTHER MEANS.

(1.7) "DELIVERY SELLER" MEANS A PERSON LOCATED OUTSIDE OF THIS STATE WHO MAKES DELIVERY SALES.

(2.7) "MODIFIED RISK TOBACCO PRODUCT" MEANS ANY TOBACCO PRODUCT FOR WHICH THE SECRETARY OF THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES HAS ISSUED AN ORDER AUTHORIZING THE PRODUCT TO BE COMMERCIALLY MARKETED AS A MODIFIED RISK TOBACCO PRODUCT IN ACCORDANCE WITH 21 U.S.C. SEC. 387k, OR ANY SUCCESSOR SECTION.

(3) "Sale" or "resale" includes installment, credit, and conditional sales and means any exchange, barter, or transfer of title or possession, or both, for a consideration to any other person, firm, partnership, limited liability company, or corporation within this state. It includes:

(a) A gift by a person engaged in the business of selling cigarettes, for advertising, as a means of evading provisions of this ~~article~~ ARTICLE 28 or for any other purpose whatsoever; AND

(b) DELIVERY SALES.

(4) "Wholesaler" means any person, firm, limited liability company, partnership, or corporation who imports cigarettes into this state for sale or resale. THE TERM ALSO INCLUDES A DELIVERY SELLER.

SECTION 3. In Colorado Revised Statutes, **amend** 39-28-103 as follows:

39-28-103. Tax levied. (1) (a) PRIOR TO JANUARY 1, 2021, there is levied and shall be collected and paid to the department a tax upon the sale of cigarettes by wholesalers of ten mills on each cigarette.

(b) A TAX IS LEVIED UPON THE SALE OF CIGARETTES BY WHOLESALERS, EXCLUDING CIGARETTES THAT ARE MODIFIED RISK TOBACCO PRODUCTS, THAT IS EQUAL TO:

(I) SIX AND ONE-HALF CENTS PER CIGARETTE FOR SALES ON AND AFTER JANUARY 1, 2021, BUT PRIOR TO JULY 1, 2024;

(II) EIGHT CENTS PER CIGARETTE FOR SALES ON AND AFTER JULY 1, 2024, BUT PRIOR TO JULY 1, 2027; AND

(III) TEN CENTS PER CIGARETTE FOR SALES ON AND AFTER JULY 1, 2027.

(c) A TAX IS LEVIED ON THE SALE OF CIGARETTES THAT ARE MODIFIED RISK TOBACCO PRODUCTS THAT IS EQUAL TO:

(I) THREE AND ONE-QUARTER CENTS PER CIGARETTE FOR SALES ON AND AFTER JANUARY 1, 2021, BUT PRIOR TO JULY 1, 2024;

(II) FOUR CENTS PER CIGARETTE FOR SALES ON AND AFTER JULY 1, 2024, BUT PRIOR TO JULY 1, 2027; AND

(III) FIVE CENTS PER CIGARETTE FOR SALES ON AND AFTER JULY 1, 2027.

(d) THE WHOLESALER SHALL PAY THE TAX SET FORTH IN THIS SECTION TO THE DEPARTMENT, WHICH SHALL COLLECT THE TAX.

SECTION 4. In Colorado Revised Statutes, **add** 39-28-103.3 as follows:

39-28-103.3. Inventory tax - definition. (1) AS USED IN THIS SECTION, "COLORADO TAX STAMP" MEANS A STAMP THAT IS AFFIXED TO, OR AN IMPRINT OR IMPRESSION BY A SUITABLE METERING MACHINE APPROVED BY THE DEPARTMENT ON A PACKAGE CONTAINING CIGARETTES AS EVIDENCE OF THE PAYMENT OF TAX IMPOSED BY THIS ARTICLE 28, EXCLUDING THE TAX SET FORTH IN THIS SECTION.

(2) AFTER JANUARY 1, 2022, IN ADDITION TO ANY OTHER TAX IMPOSED UNDER THIS ARTICLE 28 OR SECTION 21 OF ARTICLE X OF THE STATE CONSTITUTION, THERE IS LEVIED A TAX ON CIGARETTES IN A WHOLESALER'S OR WHOLESALE SUBCONTRACTOR'S POSSESSION OR CONTROL THAT HAVE A COLORADO TAX STAMP THAT APPLIES ANY TIME THAT THE CIGARETTE TAX IS INCREASED. THE TAX IS EQUAL TO THE DIFFERENCE BETWEEN THE TAX PAID FOR THE COLORADO TAX STAMP CURRENTLY AFFIXED TO A PACKAGE OF CIGARETTES AND THE TAX THAT WILL BE OWED FOR THE SAME COLORADO TAX STAMP AFTER THE INCREASE IN THE TAX IMPOSED PER CIGARETTE. IT IS UNLAWFUL FOR ANY PERSON TO AFFIX A COLORADO TAX STAMP ON OR AFTER 12:01 A.M. ON THE DAY THAT A RATE INCREASE WILL TAKE EFFECT, TO A PACKAGE OF CIGARETTES THAT REFLECTS PAYMENT OF THE TAX IMPOSED PRIOR TO THE INCREASE. ANY UNAFFIXED STAMPS MAY BE REDEEMED FOR CREDIT PURSUANT TO SECTION 39-28-104 (3).

(3) (a) AFTER JANUARY 1, 2022, A WHOLESALER SHALL TAKE AN INVENTORY OF ALL PACKAGES OF CIGARETTES WITH A COLORADO TAX STAMP AFFIXED THERETO AND OF ALL UNAFFIXED COLORADO TAX STAMPS IN THE WHOLESALER'S POSSESSION OR CONTROL AS OF 12:01 A.M. ON THE DAY THAT A RATE INCREASE WILL TAKE EFFECT.

(b) AFTER JANUARY 1, 2022, A WHOLESALE SUBCONTRACTOR SHALL TAKE AN INVENTORY OF ALL PACKAGES OF CIGARETTES WITH A COLORADO TAX STAMP AFFIXED THERETO IN THE WHOLESALE SUBCONTRACTOR'S POSSESSION OR CONTROL AS OF 12:01 A.M. ON THE DAY THAT A RATE INCREASE WILL TAKE EFFECT.

(4) EVERY WHOLESALER AND WHOLESALE SUBCONTRACTOR SHALL FILE A REPORT, ON A FORM CREATED BY THE DEPARTMENT, OF THE INVENTORY IDENTIFIED IN ACCORDANCE WITH SUBSECTION (3) OF THIS SECTION AND PAY THE TAX IMPOSED UNDER THIS SECTION FOR THE INVENTORY. A WHOLESALER SHALL SEPARATELY IDENTIFY THE NUMBER OF PACKAGES WITH A COLORADO TAX STAMP AND THE UNAFFIXED COLORADO TAX STAMPS. THE WHOLESALER OR WHOLESALE SUBCONTRACTOR SHALL REMIT THE TAX PAYMENT ON OR BEFORE THE TENTH DAY OF THE MONTH FOLLOWING THE REQUIRED INVENTORY. IF PAYMENT IS MADE ON OR BEFORE THE DUE DATE, THE WHOLESALER OR WHOLESALE SUBCONTRACTOR MAY DEDUCT THREE PERCENT OF THE TAX IMPOSED UNDER THIS SECTION, BUT, IF ANY WHOLESALER OR WHOLESALE SUBCONTRACTOR IS DELINQUENT IN REMITTING SUCH PAYMENT, OTHER THAN IN UNUSUAL CIRCUMSTANCES SHOWN TO THE SATISFACTION OF THE EXECUTIVE DIRECTOR OF THE DEPARTMENT, THE WHOLESALER OR WHOLESALE SUBCONTRACTOR SHALL NOT BE ALLOWED TO RETAIN ANY AMOUNTS TO COVER THE EXPENSE IN COLLECTING AND REMITTING THE

TAX AND THE PENALTY IMPOSED UNDER SECTION 39-28-108 (2) APPLIES.

(5) THE DEPARTMENT MAY REQUIRE WHOLESALERS AND WHOLESALE SUBCONTRACTORS TO USE ELECTRONIC FUNDS TRANSFERS TO REMIT TAX PAYMENTS DUE UNDER THIS SECTION AND MAY REQUIRE WHOLESALERS AND WHOLESALE SUBCONTRACTORS TO FILE TAX RETURNS ELECTRONICALLY. THE DEPARTMENT MAY PROMULGATE RULES GOVERNING ELECTRONIC PAYMENT AND FILING.

SECTION 5. In Colorado Revised Statutes, 39-28-104, **amend** (1)(a) and (3) as follows:

39-28-104. Evidence of payment of tax - credits - redemptions. (1) (a) (I) Payment of the taxes imposed by ~~the provisions of this article~~ SECTIONS 39-28-103 AND 39-28-103.5 and section 21 of article X of the state constitution shall be evidenced by the affixing of stamps to, or by an imprint or impression by suitable metering machines approved by the department on, packages containing cigarettes. The department shall procure stamps of such design and legend as it deems necessary and suitable for the purpose. Except as provided in ~~paragraph (b) of this subsection (1)~~ SUBSECTION (1)(b) OF THIS SECTION, the department shall sell such stamps for cash to licensed wholesalers at a discount of four percent of their face value for sales occurring ~~prior to July 1, 2003, or on or~~ after July 1, 2005, ~~and three percent of their face value for sales occurring on or after July 1, 2003, but before July 1, 2005~~ BUT BEFORE JANUARY 1, 2021, AND FOUR-TENTHS PERCENT OF THEIR FACE VALUE FOR SALES OCCURRING ON AND AFTER JANUARY 1, 2021, if payment is made on or before the tenth day of the month following the month in which the purchase is made to cover the licensed wholesaler's expense in the collection and remittance of such tax; but, if any licensed wholesaler is

delinquent in remitting such payment, other than in unusual circumstances shown to the satisfaction of the executive director of the department, the licensed wholesaler shall not be allowed to retain any amounts to cover his or her expense in collecting and remitting said tax, and, in addition, the penalty imposed under section 39-28-108 (2) shall apply. The department shall keep accurate records of all stamps sold to each wholesaler. No wholesaler shall sell or transfer any stamps purchased pursuant to ~~the provisions of~~ this ~~article~~ ARTICLE 28.

(II) THE EXECUTIVE DIRECTOR OF THE DEPARTMENT MAY ENTER INTO CONTRACTS WITH THIRD PARTIES TO ACT AS THE DEPARTMENT'S AGENTS FOR THE SALE OF STAMPS AND MATTERS RELATING TO THE SALE OF STAMPS.

(3) Credit shall be given by the department for all taxes levied pursuant to ~~the provisions of~~ this ~~article~~ ARTICLE 28 on unsalable merchandise when the department is satisfied that the same has been returned to the manufacturer or has been destroyed by the wholesaler OR WHEN THE STAMPS ARE UNUSABLE BECAUSE THE TAX RATE HAS CHANGED. The department shall redeem any unused and uncancelled stamps presented by any wholesaler within one year after the date of issue of said stamps at the price paid therefor by such wholesaler.

SECTION 6. In Colorado Revised Statutes, 39-28-107, **amend** (1)(b) as follows:

39-28-107. Unstamped packages - tax collected - fines - subject to confiscation - tobacco tax enforcement cash fund - creation. (1) (b) There is hereby created in the state treasury the tobacco tax enforcement cash fund. The fund ~~shall consist of moneys~~ CONSISTS OF MONEY deposited therein pursuant to ~~paragraph (a) of this subsection (1)~~

SUBSECTION (1)(a) OF THIS SECTION and ~~section 39-28.5-106 (4)~~ SECTIONS 39-28-116 (5), 39-28.5-106 (4) AND 39-28.6-107 (4). The ~~moneys~~ MONEY in the fund ~~shall be~~ IS subject to annual appropriation by the general assembly to the department for the purpose of enforcing ~~the provisions of~~ this ~~article~~ ARTICLE 28 and ~~article 28.5~~ ARTICLES 28.5 AND 28.6 of this ~~title~~ TITLE 39. Any ~~moneys~~ MONEY not appropriated by the general assembly ~~shall remain~~ REMAINS in the fund and shall not be transferred or revert to the general fund at the end of any fiscal year.

SECTION 7. In Colorado Revised Statutes, 39-28-108, **amend** (2)(b) as follows:

39-28-108. Penalty. (2) (b) If a person fails to pay the tax in the time allowed for the discount in section 39-28-104 (1) OR 39-28-103.3, a penalty equal to ten percent thereof plus one-half of one percent per month from the date when due, not to exceed eighteen percent in the aggregate, together with interest on such delinquent taxes at the rate computed under section 39-21-110.5, shall apply.

SECTION 8. In Colorado Revised Statutes, 39-28-110, **amend** (1) as follows:

39-28-110. Distribution of tax collected. (1) (a) All ~~sums of~~ money received and collected in payment of the tax imposed by ~~the provisions of~~ this ~~article~~ ARTICLE 28, except license fees received under section 39-28-102 and the ~~moneys~~ MONEY collected pursuant to section 39-28-103.5, shall be transmitted to the state treasurer who shall distribute the money as follows: Fifteen percent to the general fund and eighty-five percent to the old age pension fund.

(b) THE NET REVENUE THAT IS CREDITED TO THE OLD AGE PENSION FUND CREATED IN SECTION 1 OF ARTICLE XXIV OF THE STATE

CONSTITUTION IN ACCORDANCE WITH SUBSECTION (1)(a) OF THIS SECTION AND SECTION 2 (a) OF ARTICLE XXIV OF THE STATE CONSTITUTION IS TRANSFERRED TO THE GENERAL FUND IN ACCORDANCE WITH SECTION 7 (c) OF ARTICLE XXIV OF THE STATE CONSTITUTION. OF THIS MONEY OR THE FIFTEEN PERCENT THAT IS DIRECTLY CREDITED TO THE GENERAL FUND, THE STATE TREASURER SHALL TRANSFER AN AMOUNT EQUAL TO THE TOTAL REVENUE THAT IS ATTRIBUTABLE TO THE TAX IMPOSED UNDER SECTION 39-28-103.3 AND THE TAX INCREASE SET FORTH IN SECTION 39-28-103 APPROVED BY THE VOTERS AT THE STATEWIDE ELECTION IN NOVEMBER 2020 TO THE 2020 TAX HOLDING FUND CREATED IN SECTION 24-22-118 (1).

SECTION 9. In Colorado Revised Statutes, **add** 39-28-110.5 as follows:

39-28-110.5. Revenue and spending limitations. NOTWITHSTANDING ANY LIMITATIONS ON REVENUE, SPENDING, OR APPROPRIATIONS CONTAINED IN SECTION 20 OF ARTICLE X OF THE STATE CONSTITUTION OR ANY OTHER PROVISION OF LAW, ANY REVENUE GENERATED BY THE INVENTORY TAX IMPOSED UNDER SECTION 39-28-103.3 AND THE PER CIGARETTE TAX INCREASE SET FORTH IN SECTION 39-28-103 APPROVED BY THE VOTERS AT THE STATEWIDE ELECTION IN NOVEMBER 2020, MAY BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE.

SECTION 10. In Colorado Revised Statutes, **add** 39-28-116 as follows:

39-28-116. Minimum price for cigarettes. (1) ON AND AFTER JANUARY 1, 2021, BUT BEFORE JULY 1, 2024, NO PERSON SHALL SELL OR OFFER FOR SALE CIGARETTES TO A CONSUMER FOR LESS THAN SEVEN

DOLLARS PER PACKAGE OF TWENTY CIGARETTES OR SEVENTY DOLLARS PER CARTON OF TWO HUNDRED CIGARETTES, INCLUDING ALL APPLICABLE TAXES.

(2) ON AND AFTER JULY 1, 2024, NO PERSON SHALL SELL OR OFFER FOR SALE CIGARETTES TO A CONSUMER FOR LESS THAN SEVEN DOLLARS AND FIFTY CENTS PER PACKAGE OF TWENTY CIGARETTES OR SEVENTY-FIVE DOLLARS PER CARTON OF TWO HUNDRED CIGARETTES, INCLUDING ALL APPLICABLE TAXES.

(3) A PERSON WHO VIOLATES SUBSECTION (1) OR (2) OF THIS SECTION, IN ADDITION TO OTHER PENALTIES PROVIDED BY LAW, SHALL BE LIABLE FOR A CIVIL PENALTY IN THE FOLLOWING AMOUNTS:

(a) FIVE HUNDRED DOLLARS FOR A FIRST VIOLATION WITHIN A FIVE-YEAR PERIOD;

(b) ONE THOUSAND DOLLARS FOR A SECOND VIOLATION WITHIN A FIVE-YEAR PERIOD; AND

(c) ONE THOUSAND FIVE HUNDRED DOLLARS FOR A THIRD VIOLATION WITHIN A FIVE-YEAR PERIOD.

(4) NO PERSON SHALL BE LIABLE UNDER THIS SECTION FOR MORE THAN ONE VIOLATION OF THIS SECTION DURING A SINGLE DAY.

(5) THE DEPARTMENT OF REVENUE SHALL REMIT ANY CIVIL PENALTIES RECEIVED PURSUANT TO THIS SECTION TO THE STATE TREASURER FOR DEPOSIT IN THE TOBACCO TAX ENFORCEMENT CASH FUND CREATED SECTION 39-28-107 (1)(b).

(6) IN ITS ANNUAL JUNE FORECAST, LEGISLATIVE COUNCIL STAFF SHALL REPORT AN ESTIMATE FOR THE CURRENT STATE FISCAL YEAR OF THE ADDITIONAL SALES TAX REVENUE THAT IS ATTRIBUTABLE TO THE APPLICABLE MINIMUM PRICE SET FORTH IN THIS SECTION. ON JUNE 30 OF

THE FISCAL YEAR, THE STATE TREASURER SHALL TRANSFER AN AMOUNT EQUAL TO SEVENTY-THREE PERCENT OF THE LEGISLATIVE COUNCIL STAFF ESTIMATE FROM THE GENERAL FUND TO THE PRESCHOOL PROGRAMS CASH FUND CREATED IN SECTION 24-22-118 (3)(a).

SECTION 11. In Colorado Revised Statutes, 39-28.5-101, **amend** the introductory portion, (1), (2), and (4); and **add** (1.2), (1.4), (3.3), and (3.7) as follows:

39-28.5-101. Definitions. As used in this ~~article~~ ARTICLE 28.5, unless the context otherwise requires:

(1) ~~"Department" means the department of revenue~~ "DELIVERY SALE" MEANS THE SALE OF TOBACCO PRODUCTS TO A CONSUMER IN THIS STATE WHEN:

(a) THE CONSUMER SUBMITS AN ORDER FOR THE TOBACCO PRODUCTS TO A DELIVERY SELLER FOR SALE BY MEANS OTHER THAN AN OVER-THE-COUNTER SALE ON THE DELIVERY SELLER'S PREMISES, INCLUDING, BUT NOT LIMITED TO, TELEPHONE OR OTHER VOICE TRANSMISSION, THE MAIL OR OTHER DELIVERY SERVICE, OR THE INTERNET OR OTHER ONLINE SERVICE; AND

(b) THE TOBACCO PRODUCTS ARE DELIVERED WHEN THE SELLER IS NOT IN THE PHYSICAL PRESENCE OF THE CONSUMER WHEN THE CONSUMER OBTAINS POSSESSION OF THE TOBACCO PRODUCTS BY USE OF A COMMON CARRIER, PRIVATE DELIVERY SERVICE, MAIL, OR ANY OTHER MEANS.

(1.2) "DELIVERY SELLER" MEANS A PERSON LOCATED OUTSIDE OF THIS STATE WHO MAKES DELIVERY SALES.

(1.4) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE.

(2) "Distributor" means every person who:

(a) First receives tobacco products in this state;

(b) ~~every person who~~ Sells tobacco products in this state ~~who~~ AND is primarily liable for the tobacco products tax on such products;

(c) ~~and every person who~~ First sells or offers for sale in this state tobacco products imported into this state from any other state or country; OR

(d) IS A DELIVERY SELLER.

(3.3) "MODIFIED RISK TOBACCO PRODUCT" MEANS ANY TOBACCO PRODUCT FOR WHICH THE SECRETARY OF THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES HAS ISSUED AN ORDER AUTHORIZING THE PRODUCT TO BE COMMERCIALLY MARKETED AS A MODIFIED RISK TOBACCO PRODUCT IN ACCORDANCE WITH 21 U.S.C. SEC. 387k, OR ANY SUCCESSOR SECTION.

(3.7) "MOIST SNUFF" MEANS ANY FINELY CUT, GROUND, OR POWDERED TOBACCO THAT IS NOT INTENDED TO BE SMOKED BUT DOES NOT INCLUDE ANY FINELY CUT, GROUND, OR POWDERED TOBACCO THAT IS INTENDED TO BE PLACED IN THE NASAL CAVITY.

(4) "Sale" means any transfer, exchange, or barter, in any manner or by any means whatsoever, for a consideration, including all sales made by any person. The term includes:

(a) A gift by a person engaged in the business of selling tobacco products, for advertising, as a means of evading the provisions of this article or for any other purposes whatsoever; AND

(b) A DELIVERY SALE.

SECTION 12. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 39-28.5-102 as follows:

39-28.5-102. Tax levied. (1) EXCEPT AS SET FORTH IN SUBSECTION (3) OF THIS SECTION, THERE IS LEVIED A TAX UPON THE SALE,

USE, CONSUMPTION, HANDLING, OR DISTRIBUTION OF ALL TOBACCO PRODUCTS IN THIS STATE, EXCLUDING MODIFIED RISK TOBACCO PRODUCTS, AT THE RATE OF:

(a) TWENTY PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE TOBACCO PRODUCTS FOR THE TAX LEVIED PRIOR TO JANUARY 1, 2021;

(b) THIRTY PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE TOBACCO PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2021, BUT PRIOR TO JULY 1, 2024;

(c) THIRTY-SIX PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE TOBACCO PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2024, BUT PRIOR TO JULY 1, 2027; AND

(d) FORTY-TWO PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE TOBACCO PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2027.

(2) THERE IS LEVIED A TAX UPON THE SALE, USE, CONSUMPTION, HANDLING, OR DISTRIBUTION OF MODIFIED RISK TOBACCO PRODUCTS IN THIS STATE AT THE RATE OF:

(a) FIFTEEN PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE MODIFIED RISK TOBACCO PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2021, BUT PRIOR TO JULY 1, 2024;

(b) EIGHTEEN PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE MODIFIED RISK TOBACCO PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2024, BUT PRIOR TO JULY 1, 2027; AND

(c) TWENTY-ONE PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE MODIFIED RISK TOBACCO PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2027.

(3) (a) IF THE TOTAL OF THE TAX IMPOSED UPON THE SALE, USE, CONSUMPTION, HANDLING, OR DISTRIBUTION OF MOIST SNUFF UNDER SUBSECTION (1) OF THIS SECTION AND SECTION 39-28.5-102.5 IS LESS THAN THE MINIMUM MOIST SNUFF TAX SPECIFIED IN SUBSECTION (3)(b) OF THIS SECTION, THEN THE TAX IMPOSED UPON THE SALE, USE, CONSUMPTION, HANDLING, OR DISTRIBUTION OF MOIST SNUFF UNDER THIS SECTION IS EQUAL TO THE MINIMUM MOIST SNUFF TAX MINUS THE TAX IMPOSED UNDER SECTION 39-28.5-102.5.

(b) (I) THE MINIMUM MOIST SNUFF TAX IS EQUAL TO:

(A) ONE DOLLAR FORTY-EIGHT CENTS FOR EACH ONE AND TWO-TENTH OUNCE CONTAINER FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2021, BUT PRIOR TO JULY 1, 2024;

(B) ONE DOLLAR EIGHTY-FOUR CENTS FOR EACH ONE AND TWO-TENTH OUNCE CONTAINER FOR THE TAX LEVIED ON AND AFTER JULY 1, 2024, BUT PRIOR TO JULY 1, 2027; AND

(C) TWO DOLLARS TWENTY-SIX CENTS FOR EACH ONE AND TWO-TENTH OUNCE CONTAINER FOR THE TAX LEVIED ON AND AFTER JULY 1, 2027.

(II) THE AMOUNT SPECIFIED IN SUBSECTION (3)(b)(I) OF THIS SECTION IS PROPORTIONALLY INCREASED FOR ANY CONTAINER LARGER THAN ONE AND TWO-TENTHS OUNCES.

(4) THE TAX SET FORTH IN THIS SECTION IS COLLECTED BY THE DEPARTMENT AND IS IMPOSED AT THE TIME THE DISTRIBUTOR:

(a) BRINGS, OR CAUSES TO BE BROUGHT, INTO THIS STATE FROM WITHOUT THE STATE TOBACCO PRODUCTS FOR SALE;

(b) MAKES, MANUFACTURES, OR FABRICATES TOBACCO PRODUCTS IN THIS STATE FOR SALE IN THIS STATE;

(c) SHIPS OR TRANSPORTS TOBACCO PRODUCTS TO RETAILERS IN THIS STATE TO BE SOLD BY THOSE RETAILERS; OR

(d) MAKES A DELIVERY SALE.

SECTION 13. In Colorado Revised Statutes, 39-28.5-105, **amend** (1) and (3) as follows:

39-28.5-105. Books and records to be preserved. (1) Every distributor shall keep at each licensed place of business complete and accurate records for that place of business, including itemized invoices of tobacco products held, purchased, manufactured, brought in or caused to be brought in from without the state, or shipped or transported to retailers in this state, and of all sales of tobacco products made, except sales to the ultimate consumer WITHIN THE STATE.

(3) When a licensed distributor sells tobacco products exclusively to the ultimate consumer WITHIN THE STATE at the address given in the license, no invoice of those sales shall be required, but itemized invoices shall be made of all tobacco products transferred to other retail outlets owned or controlled by that licensed distributor. All books, records, and other papers and documents required by this section to be kept shall be preserved for a period of at least three years after the date of the documents, unless the department, in writing, authorizes their destruction or disposal at an earlier date.

SECTION 14. In Colorado Revised Statutes, 39-28.5-106, **amend** (2) as follows:

39-28.5-106. Returns and remittance of tax - civil penalty. (2) Every distributor shall file a return with the department by the twentieth day of the month following the month reported and shall therewith remit the amount of tax due, less three and one-third percent of

any sum so remitted that consists of tax collected ~~before July 1, 2003, or on or~~ after July 1, 2005, ~~and less two and one-third percent of any sum so remitted that consists of tax collected on or after July 1, 2003, but before July 1, 2005~~ BUT BEFORE JANUARY 1, 2021, AND LESS ONE AND SIX-TENTHS PERCENT OF ANY SUM SO REMITTED THAT CONSISTS OF TAX COLLECTED ON OR AFTER JANUARY 1, 2021, to cover the distributor's expense in the collection and remittance of said tax; except that no part of the tax imposed pursuant to section 39-28.5-102.5 and section 21 of article X of the state constitution shall be subject to the discount provided for in this subsection (2). If any distributor is delinquent in remitting said tax, other than in unusual circumstances shown to the satisfaction of the executive director of the department, the distributor shall not be allowed to retain any amounts to cover his or her expense in collecting and remitting said tax, and in addition the penalty imposed under section 39-28.5-110 (2)(b) shall apply.

SECTION 15. In Colorado Revised Statutes, 39-28.5-107, **amend** (1) as follows:

39-28.5-107. When credit may be obtained for tax paid. (1) Where tobacco products, upon which the tax imposed by this ~~article~~ ARTICLE 28.5 has been reported and paid, are shipped or transported by the distributor to retailers without the state to be sold by those retailers, are shipped or transported by the distributor to a consumer without the state on or after ~~September 1, 2015, but prior to September 1, 2018~~ JANUARY 1, 2021, or are returned to the manufacturer by the distributor or destroyed by the distributor, credit of such tax may be made to the distributor in accordance with regulations prescribed by the department.

SECTION 16. In Colorado Revised Statutes, 39-28.5-108,

amend (1) as follows:

39-28.5-108. Distribution of tax collected. (1) (a) All ~~sums of~~ money received and collected in payment of the tax imposed by ~~the provisions of~~ this ~~article~~ ARTICLE 28.5, except license fees received under section 39-28.5-104 and the ~~moneys~~ MONEY collected pursuant to section 39-28.5-102.5, shall be transmitted to the state treasurer, who shall distribute such money as follows: Fifteen percent to the general fund and eighty-five percent to the old age pension fund.

(b) THE NET REVENUE THAT IS CREDITED TO THE OLD AGE PENSION FUND CREATED IN SECTION 1 OF ARTICLE XXIV OF THE STATE CONSTITUTION IN ACCORDANCE WITH SUBSECTION (1)(a) OF THIS SECTION AND SECTION 2 (a) OF ARTICLE XXIV OF THE STATE CONSTITUTION IS TRANSFERRED TO THE GENERAL FUND IN ACCORDANCE WITH SECTION 7 (c) OF ARTICLE XXIV OF THE STATE CONSTITUTION. OF THIS MONEY OR THE FIFTEEN PERCENT THAT IS DIRECTLY CREDITED TO THE GENERAL FUND, THE STATE TREASURER SHALL TRANSFER AN AMOUNT EQUAL TO THE TOTAL REVENUE THAT IS ATTRIBUTABLE TO THE TAX INCREASE SET FORTH IN SECTION 39-28.5-102, APPROVED BY THE VOTERS AT THE STATEWIDE ELECTION IN NOVEMBER 2020, TO THE 2020 TAX HOLDING FUND CREATED IN SECTION 24-22-118 (1).

SECTION 17. In Colorado Revised Statutes, **add** 39-28.5-108.5 as follows:

39-28.5-108.5. Revenue and spending limitations. NOTWITHSTANDING ANY LIMITATIONS ON REVENUE, SPENDING, OR APPROPRIATIONS CONTAINED IN SECTION 20 OF ARTICLE X OF THE STATE CONSTITUTION OR ANY OTHER PROVISION OF LAW, ANY REVENUE GENERATED BY THE TAX INCREASE SET FORTH IN SECTION 39-28.5-102,

APPROVED BY THE VOTERS AT THE STATEWIDE ELECTION IN NOVEMBER 2020, MAY BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE.

SECTION 18. In Colorado Revised Statutes, **add** article 28.6 to title 39 as follows:

ARTICLE 28.6

Nicotine Products Tax

39-28.6-101. Legislative declaration. (1) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES THAT:

(a) NICOTINE IS A HIGHLY ADDICTIVE AND TOXIC SUBSTANCE;

(b) THERE HAS BEEN A SIGNIFICANT INCREASE IN THE USE OF ELECTRONIC CIGARETTES, WHICH HEAT NICOTINE, FLAVORINGS, AND OTHER CHEMICALS TO CREATE AN AEROSOL THAT IS INHALED;

(c) CHILDREN IN MIDDLE SCHOOL AND HIGH SCHOOL HAVE REPORTED USING ELECTRONIC CIGARETTES AT ALARMING RATES, AND STUDIES HAVE LINKED ELECTRONIC CIGARETTE USE AMONG YOUTH TO NICOTINE ADDICTION AND CIGARETTE SMOKING;

(d) THE LONG-TERM HEALTH RISKS OF THIS USE ARE UNKNOWN, BUT ELECTRONIC CIGARETTE AEROSOL CAN CONTAIN HARMFUL AND POTENTIALLY HARMFUL SUBSTANCES INCLUDING NICOTINE, CANCER-CAUSING CHEMICALS, HEAVY METALS, FLAVORING CHEMICALS, ULTRAFINE PARTICLES, AND VOLATILE ORGANIC COMPOUNDS;

(e) YET NICOTINE PRODUCTS ARE NOT SUBJECT TO THE SAME EXCISE TAX AS CIGARETTES AND TOBACCO PRODUCTS;

(f) TAXING NICOTINE PRODUCTS AT THE WHOLESALE LEVEL WILL INCREASE THE TOTAL COST, WHICH MAY SERVE AS A DETERRENT TO CHILDREN AND ADOLESCENTS AND IN TURN PREVENT AND REDUCE

CONSUMPTION; AND

(g) REVENUE FROM THE TAX CAN BE USED TOWARD POSITIVE OUTCOMES IN CHILDREN'S LIVES.

(2) THEREFORE, THE GENERAL ASSEMBLY INTENDS TO CREATE A TAX ON NICOTINE PRODUCTS SO THAT THEY ARE TAXED IN THE SAME MANNER AS TOBACCO PRODUCTS, INCLUDING THE LICENSING REQUIREMENTS THAT FACILITATE THE COLLECTION OF THE TAX.

39-28.6-102. Definitions. AS USED IN THIS ARTICLE 28.6, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "DELIVERY SALE" MEANS A SALE OF NICOTINE PRODUCTS TO A CONSUMER IN THIS STATE WHEN:

(a) THE CONSUMER SUBMITS AN ORDER FOR THE NICOTINE PRODUCTS TO A DELIVERY SELLER FOR SALE BY MEANS OTHER THAN AN OVER-THE-COUNTER SALE ON THE DELIVERY SELLER'S PREMISES, INCLUDING, BUT NOT LIMITED TO, TELEPHONE OR OTHER VOICE TRANSMISSION, THE MAIL OR OTHER DELIVERY SERVICE, OR THE INTERNET OR OTHER ONLINE SERVICE; AND

(b) THE NICOTINE PRODUCTS ARE DELIVERED WHEN THE SELLER IS NOT IN THE PHYSICAL PRESENCE OF THE CONSUMER WHEN THE CONSUMER OBTAINS POSSESSION OF THE NICOTINE PRODUCTS BY USE OF A COMMON CARRIER, PRIVATE DELIVERY SERVICE, MAIL, OR ANY OTHER MEANS.

(2) "DELIVERY SELLER" MEANS A PERSON LOCATED OUTSIDE OF THIS STATE WHO MAKES DELIVERY SALES.

(3) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE.

(4) "DISTRIBUTOR" MEANS EVERY PERSON WHO:

(a) FIRST RECEIVES NICOTINE PRODUCTS IN THIS STATE;

(b) SELLS NICOTINE PRODUCTS IN THIS STATE AND IS PRIMARILY

LIABLE FOR THE NICOTINE PRODUCTS TAX ON THE NICOTINE PRODUCTS;

(c) FIRST SELLS OR OFFERS FOR SALE IN THIS STATE NICOTINE PRODUCTS IMPORTED INTO THIS STATE FROM ANY OTHER STATE OR COUNTRY; OR

(d) MAKES A DELIVERY SALE.

(5) "MANUFACTURER'S LIST PRICE" MEANS THE INVOICE PRICE FOR WHICH A MANUFACTURER OR SUPPLIER SELLS A NICOTINE PRODUCT TO A DISTRIBUTOR EXCLUSIVE OF ANY DISCOUNT OR OTHER REDUCTION.

(6) "MODIFIED RISK TOBACCO PRODUCT" MEANS ANY TOBACCO PRODUCT FOR WHICH THE SECRETARY OF THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES HAS ISSUED AN ORDER AUTHORIZING THE PRODUCT TO BE COMMERCIALLY MARKETED AS A MODIFIED RISK TOBACCO PRODUCT IN ACCORDANCE WITH 21 U.S.C. SEC. 387k, OR ANY SUCCESSOR SECTION; EXCEPT THAT THE TERM DOES NOT INCLUDE A NONCOMBUSTIBLE PRODUCT THAT PRODUCES VAPOR OR AEROSOL FOR INHALATION FROM THE APPLICATION OF A HEATING ELEMENT TO A LIQUID SUBSTANCE CONTAINING __ NICOTINE.

(7) "NICOTINE PRODUCT" MEANS A PRODUCT THAT CONTAINS NICOTINE DERIVED FROM TOBACCO OR CREATED SYNTHETICALLY THAT IS INTENDED FOR HUMAN CONSUMPTION, WHETHER BY VAPORIZING, CHEWING, SMOKING, ABSORBING, DISSOLVING, INHALING, SNORTING, SNIFFING, AEROSOLIZING, OR BY ANY OTHER MEANS, AND THAT IS NOT:

(a) A CIGARETTE;

(b) TOBACCO PRODUCTS, AS DEFINED IN SECTION 39-28.5-101 (5); OR

(c) A DRUG, DEVICE, OR COMBINATION PRODUCT AUTHORIZED FOR SALE BY THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN

SERVICES, AS THOSE TERMS ARE DEFINED IN THE "FEDERAL FOOD, DRUG, AND COSMETIC ACT", 21 U.S.C. SEC. 301 ET SEQ.

(8) "SALE" MEANS ANY TRANSFER, EXCHANGE, OR BARTER, IN ANY MANNER OR BY ANY MEANS WHATSOEVER, FOR A CONSIDERATION, INCLUDING ALL SALES MADE BY ANY PERSON. THE TERM INCLUDES:

(a) A GIFT BY A PERSON ENGAGED IN THE BUSINESS OF SELLING NICOTINE PRODUCTS, FOR ADVERTISING, AS A MEANS OF EVADING THE PROVISIONS OF THIS ARTICLE 28.6, OR FOR ANY OTHER PURPOSES WHATSOEVER; AND

(b) A DELIVERY SALE.

39-28.6-103. Tax levied. (1) THERE IS LEVIED A TAX UPON THE SALE, USE, CONSUMPTION, HANDLING, OR DISTRIBUTION OF ALL NICOTINE PRODUCTS IN THIS STATE, EXCLUDING NICOTINE PRODUCTS THAT ARE MODIFIED RISK TOBACCO PRODUCTS, AT THE RATE OF:

(a) THIRTY PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2021, BUT PRIOR TO JANUARY 1, 2022;

(b) THIRTY-FIVE PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2022, BUT PRIOR TO JANUARY 1, 2023;

(c) FIFTY PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2023, BUT PRIOR TO JULY 1, 2024;

(d) FIFTY-SIX PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2024, BUT PRIOR TO JULY 1, 2027; AND

(e) SIXTY-TWO PERCENT OF THE MANUFACTURER'S LIST PRICE OF

THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2027.

(2) THERE IS LEVIED A TAX UPON THE SALE, USE, CONSUMPTION, HANDLING, OR DISTRIBUTION OF NICOTINE PRODUCTS THAT ARE MODIFIED RISK TOBACCO PRODUCTS IN THIS STATE AT THE RATE OF:

(a) FIFTEEN PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2021, BUT PRIOR TO JANUARY 1, 2022;

(b) SEVENTEEN AND ONE-HALF PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2022, BUT PRIOR TO JANUARY 1, 2023;

(c) TWENTY-FIVE PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JANUARY 1, 2023, BUT PRIOR TO JULY 1, 2024;

(d) TWENTY-EIGHT PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2024, BUT PRIOR TO JULY 1, 2027; AND

(e) THIRTY-ONE PERCENT OF THE MANUFACTURER'S LIST PRICE OF THE NICOTINE PRODUCTS FOR THE TAX LEVIED ON AND AFTER JULY 1, 2027.

(3) THE TAX SET FORTH IN THIS SECTION IS COLLECTED BY THE DEPARTMENT AND IS IMPOSED AT THE TIME THE DISTRIBUTOR:

(a) BRINGS, OR CAUSES TO BE BROUGHT, INTO THIS STATE FROM WITHOUT THE STATE NICOTINE PRODUCTS FOR SALE;

(b) MAKES, MANUFACTURES, OR FABRICATES NICOTINE PRODUCTS IN THIS STATE FOR SALE IN THIS STATE;

(c) SHIPS OR TRANSPORTS NICOTINE PRODUCTS TO RETAILERS IN

THIS STATE TO BE SOLD BY THOSE RETAILERS; OR

(d) MAKES A DELIVERY SALE.

39-28.6-104. Exempt sales. THE TAX IMPOSED BY SECTION 39-28.6-103 SHALL NOT APPLY WITH RESPECT TO ANY NICOTINE PRODUCTS THAT, UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES, MAY NOT BE MADE THE SUBJECT OF TAXATION BY THIS STATE. A PERSON SHALL REPORT THE EXEMPT SALES TO THE DEPARTMENT, AS REQUIRED BY THE DEPARTMENT.

39-28.6-105. Licensing required - rules - fines. BEGINNING JANUARY 1, 2021, IT IS UNLAWFUL FOR ANY PERSON TO ENGAGE IN THE BUSINESS OF A DISTRIBUTOR OF NICOTINE PRODUCTS AT ANY PLACE OF BUSINESS WITHOUT FIRST OBTAINING A LICENSE GRANTED AND ISSUED BY THE DEPARTMENT, WHICH LICENSE IS IN EFFECT UNTIL JUNE 30 FOLLOWING THE DATE OF ISSUE, UNLESS SOONER REVOKED. THE DEPARTMENT SHALL GRANT A LICENSE ONLY TO A PERSON WHO OWNS OR OPERATES THE PLACE FROM WHICH THE PERSON ENGAGES IN THE BUSINESS OF A DISTRIBUTOR OF NICOTINE PRODUCTS, AND, IF THE BUSINESS IS OPERATED IN TWO OR MORE SEPARATE PLACES BY THE PERSON, A SEPARATE LICENSE FOR EACH PLACE OF BUSINESS IS REQUIRED. A LICENSE MAY BE RENEWED ONLY UPON TIMELY APPLICATION AND PAYMENT OF THE REQUIRED FEE PRIOR TO EXPIRATION. A LICENSE MAY BE TRANSFERRED IN THE DISCRETION OF AND PURSUANT TO THE RULES ADOPTED BY THE DEPARTMENT. THE FEE FOR A LICENSE IS TEN DOLLARS PER YEAR, AND THE FEE IS CREDITED TO THE GENERAL FUND. THE FEE IS REDUCED AT THE RATE OF TWO DOLLARS AND FIFTY CENTS FOR EACH EXPIRED QUARTER OF THE LICENSE YEAR. THE DEPARTMENT SHALL, ON REASONABLE NOTICE AND AFTER A HEARING, SUSPEND OR REVOKE THE LICENSE OF ANY PERSON VIOLATING ANY

PROVISION OF THIS ARTICLE 28.6, AND THE DEPARTMENT SHALL NOT ISSUE A LICENSE TO THE SAME PERSON WITHIN A PERIOD OF TWO YEARS THEREAFTER. THE DEPARTMENT MAY SHARE INFORMATION ON THE NAMES AND ADDRESSES OF PERSONS WHO PURCHASED NICOTINE PRODUCTS FOR RESALE WITH THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND COUNTY AND DISTRICT PUBLIC HEALTH AGENCIES. THE DEPARTMENT SHALL REFUSE TO ISSUE A NEW OR RENEWAL DISTRIBUTOR LICENSE, AND SHALL REVOKE A DISTRIBUTOR'S LICENSE, IF THE DISTRIBUTOR OWES THE STATE ANY DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OR INTEREST THEREON PURSUANT TO THIS TITLE 39 THAT HAVE BEEN DETERMINED BY LAW TO BE DUE AND UNPAID, UNLESS THE DISTRIBUTOR HAS ENTERED INTO AN AGREEMENT APPROVED BY THE DEPARTMENT TO PAY THE AMOUNT DUE. THE DEPARTMENT SHALL ONLY ISSUE A NEW OR RENEWAL DISTRIBUTOR LICENSE TO A DISTRIBUTOR THAT HAS A CURRENT LICENSE ISSUED PURSUANT TO SECTION 39-26-103.

39-28.6-106. Books and records to be preserved. (1) EVERY DISTRIBUTOR SHALL KEEP AT EACH LICENSED PLACE OF BUSINESS COMPLETE AND ACCURATE RECORDS FOR THAT PLACE OF BUSINESS, INCLUDING ITEMIZED INVOICES OF NICOTINE PRODUCTS HELD, PURCHASED, MANUFACTURED, BROUGHT IN OR CAUSED TO BE BROUGHT IN FROM WITHOUT THE STATE, OR SHIPPED OR TRANSPORTED TO RETAILERS IN THIS STATE, AND OF ALL SALES OF NICOTINE PRODUCTS MADE, EXCEPT SALES TO THE ULTIMATE CONSUMER WITHIN THE STATE.

(2) THE DISTRIBUTOR'S RECORDS MUST SHOW THE NAMES AND ADDRESSES OF PURCHASERS, THE INVENTORY OF ALL NICOTINE PRODUCTS ON HAND, AND OTHER PERTINENT PAPERS AND DOCUMENTS RELATING TO THE PURCHASE, SALE, OR DISPOSITION OF NICOTINE PRODUCTS.

(3) WHEN A LICENSED DISTRIBUTOR SELLS NICOTINE PRODUCTS EXCLUSIVELY TO THE ULTIMATE CONSUMER WITHIN THE STATE AT THE ADDRESS GIVEN IN THE LICENSE, NO INVOICE OF THOSE SALES IS REQUIRED, BUT THE LICENSED DISTRIBUTOR SHALL MAKE ITEMIZED INVOICES OF ALL NICOTINE PRODUCTS TRANSFERRED TO OTHER RETAIL OUTLETS OWNED OR CONTROLLED BY THAT LICENSED DISTRIBUTOR. A DISTRIBUTOR SHALL PRESERVE ALL BOOKS, RECORDS, AND OTHER PAPERS AND DOCUMENTS REQUIRED BY THIS SECTION TO BE KEPT FOR A PERIOD OF AT LEAST THREE YEARS AFTER THE DATE OF THE DOCUMENTS, UNLESS THE DEPARTMENT, IN WRITING, AUTHORIZES THEIR DESTRUCTION OR DISPOSAL AT AN EARLIER DATE.

(4) (a) EVERY RETAILER THAT IS NOT ALSO A LICENSED DISTRIBUTOR SHALL KEEP AT ITS PLACE OF BUSINESS COMPLETE AND ACCURATE RECORDS TO SHOW THAT ALL NICOTINE PRODUCTS RECEIVED BY THE RETAILER WERE PURCHASED FROM A LICENSED DISTRIBUTOR. THE RETAILER SHALL PROVIDE A COPY OF SUCH RECORDS TO THE DEPARTMENT IF SO REQUESTED. THE DEPARTMENT MAY ESTABLISH THE ACCEPTABLE FORM OF SUCH RECORDS.

(b) THE GENERAL ASSEMBLY SHALL APPROPRIATE MONEY FOR ANY EXPENSES INCURRED BY THE DEPARTMENT RELATED TO ENFORCING SUBSECTION (4)(a) OF THIS SECTION FROM THE TOBACCO TAX ENFORCEMENT CASH FUND CREATED IN SECTION 39-28-107 (1)(b).

39-28.6-107. Returns and remittance of tax - civil penalty - rules. (1) EVERY DISTRIBUTOR SHALL FILE A RETURN WITH THE DEPARTMENT EACH QUARTER. THE RETURN, WHICH MUST BE UPON FORMS PRESCRIBED AND FURNISHED BY THE DEPARTMENT, MUST CONTAIN, AMONG OTHER THINGS, THE TOTAL AMOUNT OF NICOTINE PRODUCTS

PURCHASED BY THE DISTRIBUTOR DURING THE PRECEDING QUARTER AND THE TAX DUE THEREON.

(2) EVERY DISTRIBUTOR SHALL FILE A RETURN WITH THE DEPARTMENT BY THE TWENTIETH DAY OF THE MONTH FOLLOWING THE MONTH REPORTED AND SHALL THEREWITH REMIT THE AMOUNT OF TAX DUE, LESS ONE AND ONE-TENTH PERCENT OF ANY AMOUNT REMITTED TO COVER THE DISTRIBUTOR'S EXPENSE IN THE COLLECTION AND REMITTANCE OF THE TAX. IF ANY DISTRIBUTOR IS DELINQUENT IN REMITTING THE TAX, OTHER THAN IN UNUSUAL CIRCUMSTANCES SHOWN TO THE SATISFACTION OF THE EXECUTIVE DIRECTOR OF THE DEPARTMENT, THE DISTRIBUTOR IS NOT ALLOWED TO RETAIN ANY AMOUNTS TO COVER HIS OR HER EXPENSE IN COLLECTING AND REMITTING THE TAX AND, IN ADDITION, THE PENALTY IMPOSED UNDER SECTION 39-28.6-111 (2)(b) APPLIES.

(3) THE DEPARTMENT SHALL REQUIRE DISTRIBUTORS TO USE ELECTRONIC FUNDS TRANSFERS TO REMIT TAX PAYMENTS DUE PURSUANT TO THIS ARTICLE 28.6 TO THE DEPARTMENT AND SHALL REQUIRE DISTRIBUTORS TO FILE TAX RETURNS ELECTRONICALLY. THE DEPARTMENT MAY PROMULGATE RULES GOVERNING ELECTRONIC PAYMENT AND FILING.

(4) (a) ANY PERSON, FIRM, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR CORPORATION, OTHER THAN A DISTRIBUTOR, IN POSSESSION OF NICOTINE PRODUCTS FOR WHICH TAXES HAVE NOT OTHERWISE BEEN REMITTED PURSUANT TO THIS SECTION IS LIABLE AND RESPONSIBLE FOR THE UNCOLLECTED TAX THAT IS LEVIED PURSUANT TO SECTION 39-28.6-103 ON BEHALF OF THE DISTRIBUTOR WHO FAILED TO PAY THE TAX. THE PERSON OR ENTITY SHALL MAKE THE PAYMENT TO THE DEPARTMENT WITHIN THIRTY DAYS OF FIRST TAKING POSSESSION OF THE NICOTINE PRODUCT. THE DEPARTMENT SHALL ESTABLISH A FORM TO BE

USED FOR REMITTANCE OF THE PAYMENT. THE DEPARTMENT SHALL REMIT THE PROCEEDS IT RECEIVES PURSUANT TO THIS SUBSECTION (4)(a) TO THE STATE TREASURER, AND THE STATE TREASURER SHALL CREDIT FIFTEEN PERCENT OF THE PROCEEDS TO THE TOBACCO TAX ENFORCEMENT CASH FUND CREATED IN SECTION 39-28-107 (1)(b) AND EIGHTY-FIVE PERCENT TO THE OLD AGE PENSION FUND CREATED IN SECTION 1 OF ARTICLE XXIV OF THE STATE CONSTITUTION.

(b) THE EXECUTIVE DIRECTOR OF THE DEPARTMENT MAY IMPOSE A CIVIL PENALTY ON ANY PERSON, FIRM, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR CORPORATION IN POSSESSION OF NICOTINE PRODUCTS THAT FAILS TO MAKE A PAYMENT REQUIRED PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION OR WHO IS A DISTRIBUTOR BY VIRTUE OF BEING THE FIRST PERSON WHO RECEIVES THE NICOTINE PRODUCTS IN THE STATE AND WHO FAILS TO MAKE A PAYMENT REQUIRED PURSUANT TO THIS SECTION IN AN AMOUNT THAT DOES NOT EXCEED FIVE HUNDRED PERCENT OF SUCH PAYMENT. THE DEPARTMENT SHALL REMIT ANY MONEY RECEIVED PURSUANT TO THIS SUBSECTION (4)(b) TO THE STATE TREASURER FOR DEPOSIT IN THE TOBACCO TAX ENFORCEMENT CASH FUND CREATED IN SECTION 39-28-107 (1)(b).

39-28.6-108. When credit may be obtained for tax paid. WHERE NICOTINE PRODUCTS, UPON WHICH THE TAX IMPOSED BY THIS ARTICLE 28.6 HAS BEEN REPORTED AND PAID, ARE SHIPPED OR TRANSPORTED BY THE DISTRIBUTOR TO RETAILERS WITHOUT THE STATE TO BE SOLD BY THOSE RETAILERS, ARE SHIPPED OR TRANSPORTED BY THE DISTRIBUTOR TO A CONSUMER WITHOUT THE STATE ON OR AFTER JANUARY 1, 2021, OR ARE RETURNED TO THE MANUFACTURER BY THE DISTRIBUTOR OR DESTROYED BY THE DISTRIBUTOR, CREDIT OF SUCH TAX MAY BE MADE

TO THE DISTRIBUTOR IN ACCORDANCE WITH REGULATIONS PRESCRIBED BY THE DEPARTMENT.

39-28.6-109. Distribution of tax collected. (1) THE STATE TREASURER SHALL CREDIT THE MONEY COLLECTED FOR PAYMENT OF THE TAX IMPOSED UNDER THIS ARTICLE 28.6 TO THE OLD AGE PENSION FUND CREATED IN SECTION 1 OF ARTICLE XXIV OF THE STATE CONSTITUTION IN ACCORDANCE WITH SECTION 2 (a) AND (f) OF ARTICLE XXIV OF THE STATE CONSTITUTION AND SHALL FURTHER TRANSFER AN AMOUNT EQUAL TO THIS AMOUNT TO THE GENERAL FUND IN ACCORDANCE WITH SECTION 7 (c) OF ARTICLE XXIV OF THE STATE CONSTITUTION.

(2) THE STATE TREASURER SHALL TRANSFER AN AMOUNT EQUAL TO THE TAX IMPOSED UNDER THIS ARTICLE 28.6 FROM THE GENERAL FUND TO THE 2020 TAX HOLDING FUND CREATED IN SECTION 24-22-118 (1).

39-28.6-110. Taxation by cities and towns. THIS ARTICLE 28.6 DOES NOT PREVENT A STATUTORY OR HOME RULE MUNICIPALITY, COUNTY, OR CITY AND COUNTY FROM IMPOSING, LEVYING, AND COLLECTING ANY SPECIAL SALES TAX UPON SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, AS THAT TERM IS DEFINED IN SECTION 18-13-121 (5), OR UPON THE OCCUPATION OR PRIVILEGE OF SELLING CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS. THIS ARTICLE 28.6 DOES NOT AFFECT ANY EXISTING AUTHORITY OF LOCAL GOVERNMENTS TO IMPOSE A SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, IN ACCORDANCE WITH SECTION 39-28-112, TO BE USED FOR LOCAL AND GOVERNMENTAL PURPOSES.

39-28.6-111. Prohibited acts - penalties. (1) BEGINNING JANUARY 1, 2021, IT IS UNLAWFUL FOR ANY DISTRIBUTOR TO SELL AND

DISTRIBUTE ANY NICOTINE PRODUCTS IN THIS STATE WITHOUT A LICENSE AS REQUIRED IN SECTION 39-28.6-105, OR TO WILLFULLY MAKE ANY FALSE OR FRAUDULENT RETURN OR FALSE STATEMENT ON ANY RETURN, OR TO WILLFULLY EVADE THE PAYMENT OF THE TAX, OR ANY PART THEREOF, AS IMPOSED BY THIS ARTICLE 28.6. ANY DISTRIBUTOR OR AGENT THEREOF WHO WILLFULLY VIOLATES ANY PROVISION OF THIS ARTICLE 28.6 IS SUBJECT TO PUNISHMENT AS PROVIDED BY SECTION 39-21-118.

(2) (a) IF A PERSON NEGLECTS OR REFUSES TO MAKE A RETURN AS REQUIRED BY THIS ARTICLE 28.6 AND NO AMOUNT OF TAX IS DUE, THE EXECUTIVE DIRECTOR OF THE DEPARTMENT SHALL IMPOSE A PENALTY IN THE AMOUNT OF TWENTY-FIVE DOLLARS.

(b) IF A PERSON FAILS TO PAY THE TAX IN THE TIME ALLOWED IN SECTION 39-28.6-107, A PENALTY EQUAL TO TEN PERCENT OF THE TAX PLUS ONE-HALF OF ONE PERCENT PER MONTH FROM THE DATE WHEN DUE, TOGETHER WITH INTEREST ON SUCH DELINQUENT TAXES AT THE RATE COMPUTED UNDER SECTION 39-21-110.5, APPLIES.

(c) IN COMPUTING AND ASSESSING THE PENALTY, PENALTY INTEREST, AND INTEREST PURSUANT TO SUBSECTION (2)(b) OF THIS SECTION, THE EXECUTIVE DIRECTOR OF THE DEPARTMENT MAY MAKE AN ESTIMATE, BASED UPON INFORMATION AS MAY BE AVAILABLE, OF THE AMOUNT OF TAXES DUE FOR THE PERIOD FOR WHICH THE TAXPAYER IS DELINQUENT.

39-28.6-112. Revenue and spending limitations. NOTWITHSTANDING ANY LIMITATIONS ON REVENUE, SPENDING, OR APPROPRIATIONS CONTAINED IN SECTION 20 OF ARTICLE X OF THE STATE CONSTITUTION OR ANY OTHER PROVISION OF LAW, ANY REVENUE GENERATED BY THE TAX IMPOSED BY THIS ARTICLE 28.6 APPROVED BY THE

VOTERS AT THE STATEWIDE ELECTION IN NOVEMBER 2020 MAY BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE.

SECTION 19. In Colorado Revised Statutes, 13-40-127, **amend** (5)(a) as follows:

13-40-127. Eviction legal assistance - fund - rules - report - definitions. (5) (a) In addition to MONEY TRANSFERRED TO THE FUND PURSUANT TO SECTION 24-22-118 (2) AND any appropriation from the general fund, the administrator may seek, accept, and expend gifts, grants, or donations from private or public sources for the purposes of this section. The administrator shall transmit all money received through gifts, grants, or donations to the state treasurer, who shall credit the money to the fund.

SECTION 20. In Colorado Revised Statutes, **add** 22-54-142 as follows:

22-54-142. Rural school funding - rural schools cash fund - created - definitions - repeal. (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "DISTRIBUTION YEAR" MEANS THE BUDGET YEAR IN WHICH RURAL SCHOOL FUNDING IS DISTRIBUTED PURSUANT TO THIS SECTION.

(b) "ELIGIBLE INSTITUTE CHARTER SCHOOL" MEANS AN INSTITUTE CHARTER SCHOOL THAT HAS A SMALL RURAL DISTRICT OR A LARGE RURAL DISTRICT AS ITS ACCOUNTING DISTRICT.

(c) "FUND" MEANS THE RURAL SCHOOLS CASH FUND CREATED IN SUBSECTION (5) OF THIS SECTION.

(d) "LARGE RURAL DISTRICT" MEANS A DISTRICT THAT THE DEPARTMENT OF EDUCATION DETERMINES IS A RURAL DISTRICT, BASED ON THE GEOGRAPHIC SIZE OF THE DISTRICT AND THE DISTANCE OF THE

DISTRICT FROM THE NEAREST LARGE, URBANIZED AREA, AND THAT HAD A FUNDED PUPIL COUNT FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR OF AT LEAST ONE THOUSAND BUT FEWER THAN SIX THOUSAND FIVE HUNDRED PUPILS IN KINDERGARTEN THROUGH TWELFTH GRADE.

(e) "PER PUPIL DISTRIBUTION AMOUNT" MEANS:

(I) FOR A LARGE RURAL DISTRICT, AN AMOUNT EQUAL TO THE AMOUNT APPROPRIATED PURSUANT TO SUBSECTION (6) OF THIS SECTION FOR THE APPLICABLE DISTRIBUTION YEAR MULTIPLIED BY THE PERCENTAGE SPECIFIED IN SUBSECTION (2)(a) OF THIS SECTION AND THEN DIVIDED BY THE SUM OF THE TOTAL FUNDED PUPIL COUNT FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR OF ALL LARGE RURAL DISTRICTS AND THE TOTAL STUDENT ENROLLMENT FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR OF ALL ELIGIBLE INSTITUTE CHARTER SCHOOLS THAT HAVE A LARGE RURAL DISTRICT AS THE ACCOUNTING DISTRICT; OR

(II) FOR A SMALL RURAL DISTRICT, AN AMOUNT EQUAL TO THE AMOUNT APPROPRIATED PURSUANT TO SUBSECTION (6) OF THIS SECTION FOR THE APPLICABLE DISTRIBUTION YEAR MULTIPLIED BY THE PERCENTAGE SPECIFIED IN SUBSECTION (2)(b) OF THIS SECTION AND THEN DIVIDED BY THE SUM OF THE TOTAL FUNDED PUPIL COUNT FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR OF ALL SMALL RURAL DISTRICTS AND THE TOTAL STUDENT ENROLLMENT FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR OF ALL ELIGIBLE INSTITUTE CHARTER SCHOOLS THAT HAVE A SMALL RURAL DISTRICT AS THE ACCOUNTING DISTRICT.

(f) "SMALL RURAL DISTRICT" MEANS A DISTRICT THAT THE

DEPARTMENT OF EDUCATION DETERMINES IS A RURAL DISTRICT, BASED ON THE GEOGRAPHIC SIZE OF THE DISTRICT AND THE DISTANCE OF THE DISTRICT FROM THE NEAREST LARGE, URBANIZED AREA, AND THAT HAD A FUNDED PUPIL COUNT FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR OF FEWER THAN ONE THOUSAND PUPILS IN KINDERGARTEN THROUGH TWELFTH GRADE.

(2) FOR THE 2020-21, 2021-22, AND 2022-23 BUDGET YEARS, THE DEPARTMENT OF EDUCATION SHALL DISTRIBUTE THE AMOUNT APPROPRIATED PURSUANT TO SUBSECTION (6) OF THIS SECTION FOR THE APPLICABLE DISTRIBUTION YEAR TO LARGE RURAL DISTRICTS, SMALL RURAL DISTRICTS, AND ELIGIBLE INSTITUTE CHARTER SCHOOLS. THE DEPARTMENT OF EDUCATION SHALL DISTRIBUTE:

(a) FIFTY-FIVE PERCENT OF THE MONEY APPROPRIATED FOR THE APPLICABLE DISTRIBUTION YEAR TO LARGE RURAL DISTRICTS AND TO ELIGIBLE INSTITUTE CHARTER SCHOOLS IN LARGE RURAL DISTRICTS, AS PROVIDED IN THIS SECTION; AND

(b) FORTY-FIVE PERCENT OF THE MONEY APPROPRIATED FOR THE APPLICABLE DISTRIBUTION YEAR TO SMALL RURAL DISTRICTS AND TO ELIGIBLE INSTITUTE CHARTER SCHOOLS IN SMALL RURAL DISTRICTS, AS PROVIDED IN THIS SECTION.

(3) (a) THE DEPARTMENT OF EDUCATION SHALL DISTRIBUTE TO EACH LARGE RURAL DISTRICT AND EACH SMALL RURAL DISTRICT AN AMOUNT EQUAL TO THE APPLICABLE PER PUPIL DISTRIBUTION AMOUNT FOR THE APPLICABLE DISTRIBUTION YEAR MULTIPLIED BY THE LARGE RURAL DISTRICT'S OR SMALL RURAL DISTRICT'S FUNDED PUPIL COUNT FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR.

(b) EACH LARGE RURAL DISTRICT AND EACH SMALL RURAL

DISTRICT THAT IS THE AUTHORIZER FOR A CHARTER SCHOOL SHALL DISTRIBUTE TO THE CHARTER SCHOOL ONE HUNDRED PERCENT OF AN AMOUNT EQUAL TO THE APPLICABLE PER PUPIL DISTRIBUTION AMOUNT FOR THE APPLICABLE DISTRIBUTION YEAR MULTIPLIED BY THE NUMBER OF STUDENTS ENROLLED IN THE CHARTER SCHOOL FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR.

(4) THE DEPARTMENT OF EDUCATION SHALL CALCULATE FOR EACH ELIGIBLE INSTITUTE CHARTER SCHOOL AND DISTRIBUTE TO THE STATE CHARTER SCHOOL INSTITUTE AN AMOUNT EQUAL TO THE APPLICABLE PER PUPIL DISTRIBUTION AMOUNT FOR THE APPLICABLE DISTRIBUTION YEAR MULTIPLIED BY THE NUMBER OF STUDENTS ENROLLED IN THE ELIGIBLE INSTITUTE CHARTER SCHOOL FOR THE BUDGET YEAR IMMEDIATELY PRECEDING THE DISTRIBUTION YEAR. THE STATE CHARTER SCHOOL INSTITUTE SHALL DISTRIBUTE TO EACH ELIGIBLE INSTITUTE CHARTER SCHOOL ONE HUNDRED PERCENT OF THE AMOUNT RECEIVED FOR THE ELIGIBLE INSTITUTE CHARTER SCHOOL PURSUANT TO THIS SUBSECTION (4).

(5) THE RURAL SCHOOLS CASH FUND IS HEREBY CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF MONEY TRANSFERRED TO THE FUND PURSUANT TO SECTION 24-22-118 (2). THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE RURAL SCHOOLS CASH FUND TO THE FUND.

(6) (a) FOR THE 2020-21 BUDGET YEAR, THE GENERAL ASSEMBLY SHALL APPROPRIATE TWENTY-FIVE MILLION DOLLARS FROM THE FUND TO THE DEPARTMENT OF EDUCATION TO PROVIDE ADDITIONAL FUNDING FOR LARGE RURAL DISTRICTS, SMALL RURAL DISTRICTS, AND ELIGIBLE INSTITUTE CHARTER SCHOOLS PURSUANT TO THIS SECTION.

(b) FOR THE 2021-22 BUDGET YEAR, THE GENERAL ASSEMBLY

SHALL APPROPRIATE THIRTY MILLION DOLLARS FROM THE FUND TO THE DEPARTMENT OF EDUCATION TO PROVIDE ADDITIONAL FUNDING FOR LARGE RURAL DISTRICTS, SMALL RURAL DISTRICTS, AND ELIGIBLE INSTITUTE CHARTER SCHOOLS PURSUANT TO THIS SECTION.

(c) FOR THE 2022-23 BUDGET YEAR, THE GENERAL ASSEMBLY SHALL APPROPRIATE THIRTY-FIVE MILLION DOLLARS FROM THE FUND TO THE DEPARTMENT OF EDUCATION TO PROVIDE ADDITIONAL FUNDING FOR LARGE RURAL DISTRICTS, SMALL RURAL DISTRICTS, AND ELIGIBLE INSTITUTE CHARTER SCHOOLS PURSUANT TO THIS SECTION.

(7) EACH DISTRICT, DISTRICT CHARTER SCHOOL AND ELIGIBLE INSTITUTE CHARTER SCHOOL THAT RECEIVES MONEY PURSUANT TO THIS SECTION SHALL REPORT TO THE DEPARTMENT OF EDUCATION, BY A DATE DETERMINED BY THE DEPARTMENT, THE SPECIFIC EXPENDITURES FOR WHICH THE DISTRICT OR CHARTER SCHOOL USED THE MONEY RECEIVED PURSUANT TO THIS SECTION.

(8) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2023.

SECTION 21. In Colorado Revised Statutes, 24-22-117, **amend** (1)(a) and (2)(c)(I) as follows:

24-22-117. Tobacco tax cash fund - accounts - creation - legislative declaration. (1) (a) There is hereby created in the state treasury the tobacco tax cash fund, which fund is referred to in this section as the "cash fund". The cash fund ~~shall consist~~ CONSISTS of ~~moneys~~ MONEY collected from the cigarette and tobacco taxes imposed pursuant to section 21 of article X of the state constitution AND MONEY TRANSFERRED IN ACCORDANCE WITH SECTION 24-22-118 (2). All interest and income derived from the deposit and investment of ~~moneys~~ MONEY in the cash fund shall be credited to the cash fund; except that all interest

and income derived from the deposit and investment of ~~moneys~~ MONEY in the cash fund during the 2008-09, 2009-10, 2010-11, and 2011-12 fiscal years shall be credited to the general fund. Any unexpended and unencumbered ~~moneys~~ MONEY remaining in the cash fund at the end of a fiscal year shall remain in the cash fund and shall not be credited or transferred to the general fund or any other fund, except as otherwise provided in this section.

(2) There are hereby created in the state treasury the following funds:

(c) (I) The tobacco education programs fund IS to be administered by the department of public health and environment. The state treasurer and the controller shall transfer an amount equal to sixteen percent of the ~~moneys~~ MONEY deposited into the cash fund, plus sixteen percent of the interest and income earned on the deposit and investment of ~~those moneys~~ SUCH MONEY AND THE AMOUNTS SPECIFIED IN SECTION 24-22-118 (2), to the tobacco education programs fund; except that, for the 2008-09, 2009-10, 2010-11, and 2011-12 fiscal years, the state treasurer and the controller shall transfer to the tobacco education programs fund only an amount equal to sixteen percent of the ~~moneys~~ MONEY deposited into the cash fund. All interest and income derived from the deposit and investment of ~~moneys~~ MONEY in the tobacco education programs fund shall be credited to the tobacco education programs fund; except that all interest and income derived from the deposit and investment of ~~moneys~~ MONEY in the tobacco education programs fund during the 2008-09, 2009-10, 2010-11, and 2011-12 fiscal years shall be credited to the general fund. Any unexpended and unencumbered ~~moneys~~ MONEY remaining in the tobacco education programs fund at the end of a fiscal

year shall remain in the fund and shall not be credited or transferred to the general fund or any other fund.

SECTION 22. In Colorado Revised Statutes, **add** 24-22-118 as follows:

24-22-118. Revenue from nicotine products and additional tobacco taxes - 2020 tax holding fund - preschool programs cash fund - creation - definitions. (1) THE 2020 TAX HOLDING FUND IS HEREBY CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF MONEY CREDITED TO THE FUND PURSUANT TO SECTIONS 39-28-110 (1)(b), 39-28.5-108 (1)(b), AND 39-28.6-109 (2).

(2) THE STATE TREASURER SHALL TRANSFER THE MONEY IN THE 2020 TAX HOLDING FUND AS FOLLOWS:

(a) FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2020:

(I) FIVE MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS TO THE TOBACCO TAX CASH FUND CREATED IN SECTION 24-22-117 (1);

(II) TWO MILLION TWENTY-FIVE THOUSAND DOLLARS TO THE GENERAL FUND;

(III) ELEVEN MILLION ONE HUNDRED SIXTY-SIXTY THOUSAND DOLLARS TO THE HOUSING DEVELOPMENT GRANT FUND CREATED IN SECTION 24-32-721 (1);

(IV) FIVE HUNDRED THOUSAND DOLLARS TO THE EVICTION LEGAL DEFENSE FUND CREATED IN SECTION 13-40-127 (2);

(V) TWENTY-FIVE MILLION DOLLARS TO THE RURAL SCHOOLS CASH FUND CREATED IN SECTION 22-54-142; AND

(VI) THE REMAINDER TO THE STATE EDUCATION FUND CREATED IN SECTION 17 (4) OF ARTICLE IX OF THE STATE CONSTITUTION.

(b) FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2021:

(I) TEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS TO THE TOBACCO TAX CASH FUND CREATED IN SECTION 24-22-117 (1);

(II) FOUR MILLION FIFTY THOUSAND DOLLARS TO THE GENERAL FUND;

(III) ELEVEN MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS TO THE HOUSING DEVELOPMENT GRANT FUND CREATED IN SECTION 24-32-721 (1);

(IV) FIVE HUNDRED THOUSAND DOLLARS TO THE EVICTION LEGAL DEFENSE FUND CREATED IN SECTION 13-40-127 (2);

(V) THIRTY MILLION DOLLARS TO THE RURAL SCHOOLS CASH FUND CREATED IN SECTION 22-54-142; AND

(VI) THE REMAINDER TO THE STATE EDUCATION FUND CREATED IN SECTION 17 (4) OF ARTICLE IX OF THE STATE CONSTITUTION;

(c) FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022:

(I) TEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS TO THE TOBACCO TAX CASH FUND CREATED IN SECTION 24-22-117 (1);

(II) FOUR MILLION FIFTY THOUSAND DOLLARS TO THE GENERAL FUND;

(III) ELEVEN MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS TO THE HOUSING DEVELOPMENT GRANT FUND CREATED IN SECTION 24-32-721 (1);

(IV) FIVE HUNDRED THOUSAND DOLLARS TO THE EVICTION LEGAL DEFENSE FUND CREATED IN SECTION 13-40-127 (2);

(V) THIRTY-FIVE MILLION DOLLARS TO THE RURAL SCHOOLS CASH FUND CREATED IN SECTION 22-54-142; AND

(VI) THE REMAINDER TO THE STATE EDUCATION FUND CREATED IN

SECTION 17 (4) OF ARTICLE IX OF THE STATE CONSTITUTION;

(d) FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2023:

(I) TEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS TO THE TOBACCO TAX CASH FUND CREATED IN SECTION 24-22-117 (1);

(II) FOUR MILLION FIFTY THOUSAND DOLLARS TO THE GENERAL FUND; AND

(III) THE REMAINDER TO THE PRESCHOOL PROGRAMS CASH FUND CREATED IN SUBSECTION (3) OF THIS SECTION;

(e) FOR EACH FISCAL YEAR COMMENCING ON OR AFTER JULY 1, 2024, BUT BEFORE JULY 1, 2027:

(I) TEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS TO THE TOBACCO TAX CASH FUND CREATED IN SECTION 24-22-117 (1);

(II) FOUR MILLION FIFTY THOUSAND DOLLARS TO THE GENERAL FUND;

(III) TWENTY MILLION DOLLARS TO THE TOBACCO EDUCATION PROGRAMS FUND CREATED IN SECTION 24-22-117 (2)(c)(I); AND

(IV) THE REMAINDER TO THE PRESCHOOL PROGRAMS CASH FUND CREATED IN SUBSECTION (3) OF THIS SECTION;

(f) FOR EACH FISCAL YEAR COMMENCING ON OR AFTER JULY 1, 2027:

(I) TEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS TO THE TOBACCO TAX CASH FUND CREATED IN SECTION 24-22-117 (1);

(II) FOUR MILLION FIFTY THOUSAND DOLLARS TO THE GENERAL FUND;

(III) THIRTY MILLION DOLLARS TO THE TOBACCO EDUCATION PROGRAMS FUND CREATED IN SECTION 24-22-117 (2)(c)(I); AND

(IV) THE REMAINDER TO THE PRESCHOOL PROGRAMS CASH FUND

CREATED IN SUBSECTION (3) OF THIS SECTION.

(g) THE STATE TREASURER SHALL MAKE THE TRANSFERS REQUIRED BY THIS SUBSECTION (2) ON AN ONGOING BASIS THROUGHOUT THE FISCAL YEAR. IF THERE IS INSUFFICIENT REVENUE TO TRANSFER THE SPECIFIC AMOUNTS REQUIRED BY THIS SUBSECTION (2) FOR A FISCAL YEAR, THEN THE STATE TREASURER SHALL PROPORTIONALLY REDUCE EACH OF THE TRANSFERS.

(3) (a) THE PRESCHOOL PROGRAMS CASH FUND IS HEREBY CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF MONEY CREDITED TO THE FUND PURSUANT TO SUBSECTION (2) OF THIS SECTION AND MONEY TRANSFERRED TO THE FUND PURSUANT TO SECTION 39-28-116 (6). THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE PRESCHOOL PROGRAMS CASH FUND TO THE FUND. THE GENERAL ASSEMBLY SHALL ANNUALLY APPROPRIATE MONEY IN THE PRESCHOOL PROGRAMS CASH FUND TO A DESIGNATED DEPARTMENT FOR THE PURPOSES SET FORTH IN THIS SUBSECTION (3).

(b) (I) A DESIGNATED DEPARTMENT SHALL PRIORITIZE ITS USE OF MONEY FROM THE PRESCHOOL PROGRAMS CASH FUND TO EXPAND AND ENHANCE THE COLORADO PRESCHOOL PROGRAM OR ANY SUCCESSOR PROGRAM IN ORDER TO OFFER AT LEAST TEN HOURS PER WEEK OF VOLUNTARY PRESCHOOL FREE OF CHARGE TO EVERY CHILD IN COLORADO DURING THE LAST YEAR OF PRESCHOOL BEFORE HIS OR HER ENTRY TO KINDERGARTEN.

(II) THE DESIGNATED DEPARTMENT SHALL USE THE MONEY REMAINING IN THE PRESCHOOL PROGRAMS CASH FUND AFTER THE USE IDENTIFIED IN SUBSECTION (3)(b)(I) OF THIS SECTION TO PROVIDE

ADDITIONAL PRESCHOOL PROGRAMMING FOR LOW-INCOME FAMILIES AND CHILDREN AT RISK OF ENTERING KINDERGARTEN WITHOUT BEING SCHOOL READY.

(c) IN DESIGNING A PROGRAM THAT IS FUNDED THROUGH THIS SUBSECTION (3), A DESIGNATED DEPARTMENT MUST ENSURE THAT THE PROGRAM ADDRESSES THE FOLLOWING:

(I) PROGRAMMATIC ADMINISTRATION THAT ALLOWS FOR PARENT CHOICE, ENSURES SCHOOL-BASED AND COMMUNITY-BASED PROGRAMS THAT MEET QUALITY AND PROGRAM STANDARDS ARE ABLE TO PARTICIPATE, PRIORITIZES COMMUNITY NEEDS IN A MANNER THAT WILL SUPPORT AND STRENGTHEN THE DIVERSITY OF BIRTH THROUGH KINDERGARTEN ENTRY SERVICE PROVIDERS, AND WILL HELP TO ACHIEVE STATE AND LOCAL MIXED DELIVERY GOALS;

(II) HIGH-QUALITY PROGRAMMING THAT HELPS PREPARE CHILDREN FOR KINDERGARTEN;

(III) COORDINATION WITH EXISTING EARLY CHILDHOOD SYSTEMS AND INITIATIVES, FUNDING STREAMS, AND ADVANCING ALIGNMENT WITH KINDERGARTEN THROUGH TWELFTH GRADE SYSTEMS TO SUPPORT CHILDREN'S TRANSITIONS TO SCHOOL;

(IV) OPPORTUNITIES FOR EVIDENCE-BASED PARENT, FAMILY, AND COMMUNITY ENGAGEMENT; AND

(V) AN EVALUATION OF EARLY CHILDHOOD EDUCATION PROGRAM EFFECTIVENESS, INCLUDING THE IMPACT OF PRESCHOOL ON CHILD AND FAMILY OUTCOMES.

(d) IN FURTHERANCE OF THE PURPOSES SET FORTH IN SUBSECTION (3)(b) OF THIS SECTION AND IN ORDER TO MEET AN EXPANSION OF CURRENT PRESCHOOL POPULATIONS, A DESIGNATED DEPARTMENT MAY

USE MONEY IN THE FUND TO ENSURE THE AVAILABILITY OF QUALITY, VOLUNTARY, MIXED-DELIVERY PRESCHOOL BY MEANS THE DEPARTMENT DEEMS APPROPRIATE INCLUDING:

(I) RECRUITING, TRAINING, AND RETAINING EARLY CHILDHOOD EDUCATION PROFESSIONALS;

(II) EXPANDING OR IMPROVING THE STAFF, FACILITIES, EQUIPMENT, TECHNOLOGY, AND PHYSICAL INFRASTRUCTURE OF PRESCHOOL PROGRAMS OFFERED BY LICENSED PROVIDERS SO AS TO INCREASE PRESCHOOL ACCESS;

(III) PARENT AND FAMILY OUTREACH TO FACILITATE TIMELY AND EFFECTIVE ENROLLMENT; AND

(IV) SUCH OTHER USES AS ARE CONSISTENT WITH AND FURTHER THE PURPOSE OF THIS SECTION.

(e) THE DESIGNATED DEPARTMENT MAY USE MONEY APPROPRIATED FROM THE PRESCHOOL PROGRAMS CASH FUND FOR THE COSTS OF A THIRD-PARTY ENTITY THAT ADMINISTERS THE PROGRAM ESTABLISHED ON BEHALF OF THE DESIGNATED DEPARTMENT IN ACCORDANCE WITH THIS SUBSECTION (3).

(f) AS USED IN THIS SUBSECTION (3), "DESIGNATED DEPARTMENT" MEANS ONE OR MORE DEPARTMENTS THAT THE GENERAL ASSEMBLY HAS DETERMINED TO BE BEST QUALIFIED TO ADMINISTER THE COLORADO PRESCHOOL PROGRAM OR ANY SUCCESSOR PROGRAM TO ENSURE THE AVAILABILITY OF QUALITY, VOLUNTARY, MIXED-DELIVERY PRESCHOOL BY APPROPRIATING MONEY FROM THE PRESCHOOL PROGRAMS CASH FUND TO THE DEPARTMENT OR DEPARTMENTS.

(4) THE STATE AUDITOR SHALL ANNUALLY CONDUCT A FINANCIAL AUDIT OF THE USE OF THE MONEY ALLOCATED AND APPROPRIATED UNDER THIS SECTION.

SECTION 23. In Colorado Revised Statutes, **add** 25-3.5-810 as follows:

25-3.5-810. Nicotine products education, prevention, and cessation programs. THE EDUCATION, PREVENTION, AND CESSATION PROGRAMS THAT ARE FUNDED WITH MONEY TRANSFERRED TO THE TOBACCO EDUCATION PROGRAMS FUND IN ACCORDANCE WITH SECTION 24-22-118 (2) MAY ALSO APPLY TO NICOTINE PRODUCTS.

SECTION 24. In Colorado Revised Statutes, 39-21-119.5, **amend** (1), (4)(e), and (4)(f); and **add** (4)(g) as follows:

39-21-119.5. Mandatory electronic filing of returns - mandatory electronic payment - penalty - waiver - definitions. (1) For purposes of this section, "return" means any report, claim, tax return statement, or other document required or authorized under articles 11 and 25 of title 29, article 11 of title 30, articles 22, 26, 27, 28, 28.5, ***28.6,*** 28.8, and 29 of this title 39, article 2 of title 40, article 3 of title 42, article 4 of title 43, and title 44, and any form, statement report, or other document prescribed by the executive director for reporting a tax liability, a fee liability, or other information required to be returned to the executive director, including the reporting of changes or amendments thereto, and any schedule certification, worksheet, or other document required to accompany the return.

(4) Except as provided in subsection (6) of this section, on and after August 2, 2019, electronic filing of returns and the payment of any tax or fee by electronic funds transfer is required for the following:

(e) Any retail marijuana excise tax return required to be filed and payment required to be made pursuant to section 39-28.8-304; ~~and~~

(f) Any retail marijuana sales tax return required to be filed and

payment required to be paid pursuant to section 39-28.8-202; AND

(g) ANY NICOTINE PRODUCTS TAX RETURN REQUIRED TO BE FILED AND PAYMENT REQUIRED TO BE PAID PURSUANT TO ARTICLE 28.6 OF THIS TITLE 39.

SECTION 25. In Colorado Revised Statutes, 24-22-721, **amend** (1) and (2)(a) as follows:

24-32-721. Colorado affordable housing construction grants and loans - housing development grant fund - creation - housing assistance for persons with behavioral, mental health, or substance use disorders - cash fund - appropriation - report to general assembly - definition. (1) There is hereby created in the state treasury the housing development grant fund, which fund is administered by the division and is referred to in this section as the "fund". The fund consists of money credited to the fund in accordance with section 39-26-123 (3)(b); MONEY TRANSFERRED TO THE FUND IN ACCORDANCE WITH SECTION 24-22-118 (2); money appropriated to the fund by the general assembly; all money transferred to the fund from the marijuana tax cash fund created in section 39-28.8-501 (1) and any other cash fund maintained by the state; all money collected by the division for purposes of this section from federal grants, from other contributions, gifts, grants, and donations received from any other organization, entity, or individual, public or private; and from any fees or interest earned on such money. The division is hereby authorized and directed to solicit, accept, expend, and disburse all money collected for the fund from the sources specified in this subsection (1) for the purpose of making grants or loans and for program administration as provided in this section. All such money must be transmitted to the state treasurer to be credited to the fund. The money in

the fund is continuously appropriated to the division for the purposes of this section.

(2) (a) Subject to the requirements of this section, upon the approval of the board, the division may make a grant or loan from money in the fund to improve, preserve, or expand the supply of affordable housing in Colorado as well as to fund the acquisition of housing and economic data necessary to advise the board on local housing conditions. In making loans or grants from the fund, the division shall give priority to owners of property that was either destroyed or incurred substantial damage as a result of one or more state or federally declared natural disasters where the property owner has received the maximum insurance proceeds and public disaster assistance. The division shall annually allocate, with or without board approval, at least one-third of the money credited to the fund in accordance with section 39-26-123 (3)(b) to improve, preserve, or expand affordable housing for households whose annual income is less than or equal to thirty percent of the area median income, as published annually by the United States department of housing and urban development. THE DIVISION SHALL USE AT LEAST FIVE MILLION DOLLARS OF THE AMOUNT TRANSFERRED TO THE FUND IN ACCORDANCE WITH SECTION 24-22-118 (2) TO IMPROVE, PRESERVE, OR EXPAND THE SUPPLY OF AFFORDABLE HOUSING IN RURAL COLORADO.

SECTION 26. In Colorado Revised Statutes, 39-22-623, **amend** (1)(a)(II)(A) as follows:

39-22-623. Disposition of collections - definition. (1) The proceeds of all money collected under this article 22, less the reserve retained for refunds, shall be credited as follows:

(a) (II) (A) Effective July 1, 1987, an amount equal to

twenty-seven percent of the gross state cigarette tax shall be apportioned to incorporated cities and incorporated towns that levy taxes and adopt formal budgets and to counties. For the purposes of this section, a city and county is considered a city. The city or town share shall be apportioned according to the percentage of state sales tax revenues collected by the department of revenue in an incorporated city or town as compared to the total state sales tax collections that may be allocated to all political subdivisions in the state; the county share shall be the same as that which the percentage of state sales tax revenues collected in the unincorporated area of the county bears to total state sales tax revenues that may be allocated to all political subdivisions in the state. The department of revenue shall certify to the state treasurer, at least annually, the percentage for allocation to each city, town, and county, and the department shall apply the percentage for allocation certified in all distributions to cities, towns, and counties until changed by certification to the state treasurer. In order to qualify for distributions of state income tax money, units of local government are prohibited from imposing taxes on any person as a condition for engaging in the business of selling cigarettes. For purposes of this subsection (1)(a)(II), the "gross state cigarette tax" means the total tax FROM TEN MILLS ON EACH CIGARETTE before the discount provided for in section 39-28-104 (1), PLUS AN AMOUNT EQUAL TO THE AMOUNT TRANSFERRED TO THE GENERAL FUND FOR THE STATE FISCAL YEAR IN ACCORDANCE WITH SECTION 24-22-118 (2). For any city, town, or county that was previously disqualified from the apportionment set forth in this subsection (1)(a)(II)(A) by reason of imposing a fee or license related to the sale of cigarettes, the city, town, or county is eligible for any allocation of money that is based on an

apportionment made on or after July 1, 2019, but not for an allocation of money that is based on an apportionment made before July 1, 2019.

SECTION 27. Effective date. (1) Except as otherwise provided in subsection (2) of this section, this act takes effect upon passage.

(2) Sections 2 to 26 of this act take effect only if, at the November 2020 statewide election, a majority of voters approve the ballot issue referred in accordance with section 39-28-401, Colorado Revised Statutes, created in section 1 of this act. If the voters approve the ballot issue, then sections 2 to 26 of this act take effect on the date of the governor's proclamation or January 1, 2021, whichever is later.

SECTION 28. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

Second Regular Session
Seventy-second General Assembly
STATE OF COLORADO

REREVISED
This Version Includes All Amendments
Adopted in the Second House

LLS NO. R20-0438.01 Duane Gall x4335 **HCR20-1001**

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June 15, 2020

SENATE
2nd Reading Unamended
June 13, 2020

HOUSE
3rd Reading Unamended
June 10, 2020

HOUSE
Amended 2nd Reading
June 9, 2020

HOUSE CONCURRENT RESOLUTION 20-1001

SUBMITTING TO THE REGISTERED ELECTORS OF THE STATE OF COLORADO AN AMENDMENT TO THE COLORADO CONSTITUTION CONCERNING THE CONDUCT OF CHARITABLE GAMING ACTIVITIES, AND, IN CONNECTION THEREWITH, ALLOWING BINGO-RAFFLE LICENSEES TO HIRE MANAGERS AND OPERATORS OF GAMES AND REDUCING THE REQUIRED PERIOD OF A CHARITABLE ORGANIZATION'S CONTINUOUS EXISTENCE BEFORE OBTAINING A CHARITABLE GAMING LICENSE.

Resolution Summary

(Note: This summary applies to this resolution as introduced and does not reflect any amendments that may be subsequently adopted. If this resolution passes third reading in the house of introduction, a resolution summary that applies to the reengrossed version of this resolution will be

available at http://leg.colorado.gov/.)

The concurrent resolution amends section 2 of article XVIII of the Colorado constitution by repealing provisions that:

- Require a charitable organization to have five years' continuous existence before obtaining a charitable gaming license; and
- Prohibit the operation of charitable games by anyone other than a bona fide member of the organization, working as an unpaid volunteer.

Be It Resolved by the House of Representatives of the Seventy-second General Assembly of the State of Colorado, the Senate concurring herein:

SECTION 1. At the election held on November 3, 2020, the secretary of state shall submit to the registered electors of the state the ballot title set forth in section 2 for the following amendment to the state constitution:

In the constitution of the state of Colorado, section 2 of article XVIII, **amend** (2) and (4) as follows:

Section 2. Lotteries prohibited - exceptions. (2) No game of chance pursuant to this subsection (2) and subsections (3) and (4) of this section shall be conducted by any person, firm, or organization, unless a license as provided for in this subsection (2) has been issued to the firm or organization conducting such games of chance. The secretary of state shall, upon application therefor on such forms as shall be prescribed by the secretary of state and upon the payment of an annual fee as determined by the general assembly, issue a license for the conducting of such games of chance to any bona fide chartered branch or lodge or chapter of a national or state organization or to any bona fide religious, charitable, labor, fraternal, educational, voluntary firemen's or veterans'

organization ~~which~~ THAT operates without profit to its members and ~~which~~ THAT IS REGISTERED WITH THE SECRETARY OF STATE AND has been in existence continuously for a period of ~~five~~ THREE years immediately prior to the making of ~~said~~ ITS application for such license OR, ON AND AFTER JANUARY 1, 2024, FOR SUCH DIFFERENT PERIOD AS THE GENERAL ASSEMBLY MAY ESTABLISH PURSUANT TO SUBSECTION (5) OF THIS SECTION, and has had during the entire ~~five-year~~ period OF ITS EXISTENCE a dues-paying membership engaged in carrying out the objects of said corporation or organization, such license to expire at the end of each calendar year in which it was issued.

(4) Such games of chance shall be subject to the following restrictions:

(a) The entire net proceeds of any game shall be exclusively devoted to the lawful purposes of organizations permitted to conduct such games.

(b) ~~No person except a bona fide member of any organization may participate in the management or operation of any such game.~~

(c) No person may receive ~~any~~ remuneration or profit IN EXCESS OF THE APPLICABLE MINIMUM WAGE for participating in the management or operation of any such game.

SECTION 2. Each elector voting at the election may cast a vote either "Yes/For" or "No/Against" on the following ballot title: "Shall there be an amendment to the Colorado constitution concerning the conduct of charitable gaming activities, and, in connection therewith, allowing bingo-raffle licensees to hire managers and operators of games and reducing the required period of a charitable organization's continuous existence before obtaining a charitable gaming license?"

SECTION 3. Except as otherwise provided in section 1-40-123, Colorado Revised Statutes, if at least fifty-five percent of the electors voting on the ballot title vote "Yes/For", then the amendment will become part of the state constitution.

SENATE BILL 19-042

BY SENATOR(S) Foote, Bridges, Court, Danielson, Donovan, Fenberg, Fields, Gonzales, Moreno, Pettersen, Todd, Williams A.;
also REPRESENTATIVE(S) Sirota and Arndt, Bird, Duran, Galindo, Gonzales-Gutierrez, Gray, Hansen, Hooton, Jackson, Jaquez Lewis, Kennedy, Kipp, Kraft-Tharp, Lontine, McCluskie, Melton, Roberts, Singer, Valdez A., Weissman, Becker.

CONCERNING ADOPTION OF AN AGREEMENT AMONG THE STATES TO ELECT THE PRESIDENT OF THE UNITED STATES BY NATIONAL POPULAR VOTE.

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

SECTION 1. In Colorado Revised Statutes, **add** part 40 to article 60 of title 24 as follows:

PART 40
AGREEMENT AMONG THE STATES TO ELECT THE PRESIDENT BY NATIONAL POPULAR VOTE

24-60-4001. Short title. THE SHORT TITLE OF THIS PART 40 IS THE "AGREEMENT AMONG THE STATES TO ELECT THE PRESIDENT BY NATIONAL POPULAR VOTE".

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

24-60-4002. Execution of agreement. THE AGREEMENT AMONG THE STATES TO ELECT THE PRESIDENT BY NATIONAL POPULAR VOTE IS HEREBY ENACTED INTO LAW AND ENTERED INTO WITH ALL JURISDICTIONS LEGALLY JOINING THEREIN, IN THE FORM SUBSTANTIALLY AS FOLLOWS:

ARTICLE I -- MEMBERSHIP

ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA MAY BECOME A MEMBER OF THIS AGREEMENT BY ENACTING THIS AGREEMENT.

ARTICLE II -- RIGHT OF THE PEOPLE IN MEMBER STATES TO VOTE FOR PRESIDENT AND VICE PRESIDENT

EACH MEMBER STATE SHALL CONDUCT A STATEWIDE POPULAR ELECTION FOR PRESIDENT AND VICE PRESIDENT OF THE UNITED STATES.

ARTICLE III -- MANNER OF APPOINTING PRESIDENTIAL ELECTORS IN MEMBER STATES

PRIOR TO THE TIME SET BY LAW FOR THE MEETING AND VOTING BY THE PRESIDENTIAL ELECTORS, THE CHIEF ELECTION OFFICIAL OF EACH MEMBER STATE SHALL DETERMINE THE NUMBER OF VOTES FOR EACH PRESIDENTIAL SLATE IN EACH STATE OF THE UNITED STATES AND IN THE DISTRICT OF COLUMBIA IN WHICH VOTES HAVE BEEN CAST IN A STATEWIDE POPULAR ELECTION AND SHALL ADD SUCH VOTES TOGETHER TO PRODUCE A "NATIONAL POPULAR VOTE TOTAL" FOR EACH PRESIDENTIAL SLATE.

THE CHIEF ELECTION OFFICIAL OF EACH MEMBER STATE SHALL DESIGNATE THE PRESIDENTIAL SLATE WITH THE LARGEST NATIONAL POPULAR VOTE TOTAL AS THE "NATIONAL POPULAR VOTE WINNER."

THE PRESIDENTIAL ELECTOR CERTIFYING OFFICIAL OF EACH MEMBER STATE SHALL CERTIFY THE APPOINTMENT IN THAT OFFICIAL'S OWN STATE OF THE ELECTOR SLATE NOMINATED IN THAT STATE IN ASSOCIATION WITH THE NATIONAL POPULAR VOTE WINNER.

AT LEAST SIX DAYS BEFORE THE DAY FIXED BY LAW FOR THE MEETING AND VOTING BY THE PRESIDENTIAL ELECTORS, EACH MEMBER STATE SHALL

MAKE A FINAL DETERMINATION OF THE NUMBER OF POPULAR VOTES CAST IN THE STATE FOR EACH PRESIDENTIAL SLATE AND SHALL COMMUNICATE AN OFFICIAL STATEMENT OF SUCH DETERMINATION WITHIN 24 HOURS TO THE CHIEF ELECTION OFFICIAL OF EACH OTHER MEMBER STATE.

THE CHIEF ELECTION OFFICIAL OF EACH MEMBER STATE SHALL TREAT AS CONCLUSIVE AN OFFICIAL STATEMENT CONTAINING THE NUMBER OF POPULAR VOTES IN A STATE FOR EACH PRESIDENTIAL SLATE MADE BY THE DAY ESTABLISHED BY FEDERAL LAW FOR MAKING A STATE'S FINAL DETERMINATION CONCLUSIVE AS TO THE COUNTING OF ELECTORAL VOTES BY CONGRESS.

IN EVENT OF A TIE FOR THE NATIONAL POPULAR VOTE WINNER, THE PRESIDENTIAL ELECTOR CERTIFYING OFFICIAL OF EACH MEMBER STATE SHALL CERTIFY THE APPOINTMENT OF THE ELECTOR SLATE NOMINATED IN ASSOCIATION WITH THE PRESIDENTIAL SLATE RECEIVING THE LARGEST NUMBER OF POPULAR VOTES WITHIN THAT OFFICIAL'S OWN STATE.

IF, FOR ANY REASON, THE NUMBER OF PRESIDENTIAL ELECTORS NOMINATED IN A MEMBER STATE IN ASSOCIATION WITH THE NATIONAL POPULAR VOTE WINNER IS LESS THAN OR GREATER THAN THAT STATE'S NUMBER OF ELECTORAL VOTES, THE PRESIDENTIAL CANDIDATE ON THE PRESIDENTIAL SLATE THAT HAS BEEN DESIGNATED AS THE NATIONAL POPULAR VOTE WINNER SHALL HAVE THE POWER TO NOMINATE THE PRESIDENTIAL ELECTORS FOR THAT STATE AND THAT STATE'S PRESIDENTIAL ELECTOR CERTIFYING OFFICIAL SHALL CERTIFY THE APPOINTMENT OF SUCH NOMINEES.

THE CHIEF ELECTION OFFICIAL OF EACH MEMBER STATE SHALL IMMEDIATELY RELEASE TO THE PUBLIC ALL VOTE COUNTS OR STATEMENTS OF VOTES AS THEY ARE DETERMINED OR OBTAINED.

THIS ARTICLE SHALL GOVERN THE APPOINTMENT OF PRESIDENTIAL ELECTORS IN EACH MEMBER STATE IN ANY YEAR IN WHICH THIS AGREEMENT IS, ON JULY 20, IN EFFECT IN STATES CUMULATIVELY POSSESSING A MAJORITY OF THE ELECTORAL VOTES.

ARTICLE IV -- OTHER PROVISIONS

THIS AGREEMENT SHALL TAKE EFFECT WHEN STATES CUMULATIVELY

POSSESSING A MAJORITY OF THE ELECTORAL VOTES HAVE ENACTED THIS AGREEMENT IN SUBSTANTIALLY THE SAME FORM AND THE ENACTMENTS BY SUCH STATES HAVE TAKEN EFFECT IN EACH STATE.

ANY MEMBER STATE MAY WITHDRAW FROM THIS AGREEMENT, EXCEPT THAT A WITHDRAWAL OCCURRING SIX MONTHS OR LESS BEFORE THE END OF A PRESIDENT'S TERM SHALL NOT BECOME EFFECTIVE UNTIL A PRESIDENT OR VICE PRESIDENT SHALL HAVE BEEN QUALIFIED TO SERVE THE NEXT TERM.

THE CHIEF EXECUTIVE OF EACH MEMBER STATE SHALL PROMPTLY NOTIFY THE CHIEF EXECUTIVE OF ALL OTHER STATES OF WHEN THIS AGREEMENT HAS BEEN ENACTED AND HAS TAKEN EFFECT IN THAT OFFICIAL'S STATE, WHEN THE STATE HAS WITHDRAWN FROM THIS AGREEMENT, AND WHEN THIS AGREEMENT TAKES EFFECT GENERALLY.

THIS AGREEMENT SHALL TERMINATE IF THE ELECTORAL COLLEGE IS ABOLISHED.

IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID, THE REMAINING PROVISIONS SHALL NOT BE AFFECTED.

ARTICLE V -- DEFINITIONS

FOR PURPOSES OF THIS AGREEMENT,

"CHIEF EXECUTIVE" SHALL MEAN THE GOVERNOR OF A STATE OF THE UNITED STATES OR THE MAYOR OF THE DISTRICT OF COLUMBIA;

"ELECTOR SLATE" SHALL MEAN A SLATE OF CANDIDATES WHO HAVE BEEN NOMINATED IN A STATE FOR THE POSITION OF PRESIDENTIAL ELECTOR IN ASSOCIATION WITH A PRESIDENTIAL SLATE;

"CHIEF ELECTION OFFICIAL" SHALL MEAN THE STATE OFFICIAL OR BODY THAT IS AUTHORIZED TO CERTIFY THE TOTAL NUMBER OF POPULAR VOTES FOR EACH PRESIDENTIAL SLATE;

"PRESIDENTIAL ELECTOR" SHALL MEAN AN ELECTOR FOR PRESIDENT AND VICE PRESIDENT OF THE UNITED STATES;

"PRESIDENTIAL ELECTOR CERTIFYING OFFICIAL" SHALL MEAN THE STATE OFFICIAL OR BODY THAT IS AUTHORIZED TO CERTIFY THE APPOINTMENT OF THE STATE'S PRESIDENTIAL ELECTORS;

"PRESIDENTIAL SLATE" SHALL MEAN A SLATE OF TWO PERSONS, THE FIRST OF WHOM HAS BEEN NOMINATED AS A CANDIDATE FOR PRESIDENT OF THE UNITED STATES AND THE SECOND OF WHOM HAS BEEN NOMINATED AS A CANDIDATE FOR VICE PRESIDENT OF THE UNITED STATES, OR ANY LEGAL SUCCESSORS TO SUCH PERSONS, REGARDLESS OF WHETHER BOTH NAMES APPEAR ON THE BALLOT PRESENTED TO THE VOTER IN A PARTICULAR STATE;

"STATE" SHALL MEAN A STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA; AND

"STATEWIDE POPULAR ELECTION" SHALL MEAN A GENERAL ELECTION IN WHICH VOTES ARE CAST FOR PRESIDENTIAL SLATES BY INDIVIDUAL VOTERS AND COUNTED ON A STATEWIDE BASIS.

24-60-4003. Reaffirmation of Colorado law. WHEN THE AGREEMENT AMONG THE STATES TO ELECT THE PRESIDENT BY NATIONAL POPULAR VOTE BECOMES EFFECTIVE AS PROVIDED IN ARTICLE IV OF THE AGREEMENT AND GOVERNS THE APPOINTMENT OF PRESIDENTIAL ELECTORS AS PROVIDED IN ARTICLE III OF THE AGREEMENT, EACH PRESIDENTIAL ELECTOR SHALL VOTE FOR THE PRESIDENTIAL CANDIDATE AND, BY SEPARATE BALLOT, VICE-PRESIDENTIAL CANDIDATE NOMINATED BY THE POLITICAL PARTY OR POLITICAL ORGANIZATION THAT NOMINATED THE PRESIDENTIAL ELECTOR.

24-60-4004. Conflicting provisions of law. WHEN THE AGREEMENT AMONG THE STATES TO ELECT THE PRESIDENT BY NATIONAL POPULAR VOTE BECOMES EFFECTIVE AS PROVIDED IN ARTICLE IV OF THE AGREEMENT AND GOVERNS THE APPOINTMENT OF PRESIDENTIAL ELECTORS AS PROVIDED IN ARTICLE III OF THE AGREEMENT, THIS PART 40 SHALL SUPERSEDE ANY CONFLICTING PROVISIONS OF COLORADO LAW.

SECTION 2. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 2, 2019, if adjournment sine die is on May 3, 2019); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state

constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2020 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Leroy M. Garcia
PRESIDENT OF
THE SENATE

KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED March 15, 2019 at 2:25 p.m.
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

NOTICE OF ELECTION TO INCREASE TAXES ON A REFERRED MEASURE

2020 State Ballot Information Booklet

STATEWIDE ELECTION DAY is Tuesday, November 3, 2020

Voter service and polling centers are open 7 a.m. to 7 p.m. on Election Day.
Ballots are mailed to all registered voters between October 9 and October 16, 2020.

Legislative Council of the Colorado General Assembly
Research Publication No. 748-1

A full fiscal impact statement for each measure can be found at:
https://leg.colorado.gov/2020bluebookfiscalnotes

An audio version of the book is available through the Colorado Talking Book Library at:
https://myctbl.cde.state.co.us/legislative-blue-book

Find judicial performance evaluations for statewide, district, and county judges up for retention in your judicial district at:
http://www.ojpe.org

Local election offices can provide voter information, including where to vote, how to register to vote, and what is on your ballot. Find contact information for local election offices on the inside back cover of this book.

COLORADO GENERAL ASSEMBLY
LEGISLATIVE COUNCIL

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Sen. Dominick Moreno
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Sen. Ray Scott
Rep. Kevin Van Winkle
Sen. Angela Williams

September 11, 2020

This booklet provides information on the 11 statewide measures on the November 3, 2020, ballot and on the judges who are on the ballot for retention in your area. Following a quick ballot reference guide, the information is presented in four sections.

Section One — Analyses. Each statewide measure receives an analysis that includes a description of the measure and major arguments for and against. Careful consideration has been given to the arguments in an effort to fairly represent both sides of the issue. Each analysis also includes an estimate of the fiscal impact of the measure. More information on the fiscal impact of measures can be found at leg.colorado.gov/bluebook. The state constitution requires that the nonpartisan research staff of the General Assembly prepare these analyses and distribute them in a ballot information booklet to registered voter households.

Section Two — Titles and Text. For each measure, this section includes the title that appears on the ballot and the legal language of each measure, with new laws in capitalized letters and laws that are being eliminated in strikeout type.

Section Three — Judicial Performance Evaluations. The third section contains information about the performances of the Colorado Supreme Court justices, the Colorado Court of Appeals judges, and district and county court judges in your area who are on this year's ballot. The information was prepared by the state commission and district commissions on judicial performance. The narrative for each judge includes a recommendation on whether a judge "Meets Performance Standards" or "Does Not Meet Performance Standards."

Section Four — Information on Local Election Offices. The booklet concludes with addresses and telephone numbers of local election offices. Your local election offices can provide you with information on voter service and polling centers, absentee ballots, and early voting.

Statewide Measures on the 2020 Ballot

Table 1 lists the measures on the 2020 ballot. Of the 11 measures on the ballot, 3 propose changes to the state constitution, 5 propose changes to the state statutes, and 1 proposes changes to both the state constitution and state statutes. Of the remaining two measures, one is a referendum petition on whether to approve a bill passed during the 2019 legislative session, and one is a question to approve new taxes, referred to voters through 2020 legislation.

Referred measures. A measure placed on the ballot by the state legislature that amends the state constitution is labeled an "Amendment," followed by a letter. A measure placed on the ballot by

the state legislature that amends the state statutes or that is referred as a tax question is labeled a "Proposition," followed by a double letter.

Initiated measures. A measure placed on the ballot through the signature-collection process that amends the state constitution is labeled an "Amendment," followed by a number between 1 and 99. A measure placed on the ballot through the signature-collection process that amends the state statutes is labeled a "Proposition," followed by a number between 100 and 199.

Voter approval is required in the future to change any constitutional measure adopted by the voters, although the legislature may adopt statutes that clarify or implement these constitutional measures as long as they do not conflict with the state constitution. The state legislature, with the approval of the Governor, may change any statutory measure in the future without voter approval.

Under provisions in the state constitution, passage of a constitutional amendment requires at least 55 percent of the votes cast, except that when a constitutional amendment is limited to a repeal, it requires a simple majority vote. In 2020, Amendment C and Amendment 76 require 55 percent of the vote to pass. The remaining measures require a simple majority vote to pass.

Table 1
Statewide Measures on the 2020 Ballot

Amending the Constitution			
Amendment B	Repeal Gallagher Amendment	Legislature /b	Simple Majority Vote to Pass
Amendment C	Conduct of Charitable Gaming	Legislature /b	55% Vote to Pass
Amendment 76	Citizenship Qualification of Voters	Citizens /a	55% Vote to Pass
Amending the Constitution and State Statutes			
Amendment 77	Local Voter Approval of Casino Bet Limits and Games in Black Hawk, Central City, and Cripple Creek	Citizens /a	Simple Majority Vote to Pass
Question to Approve New Taxes			
Proposition EE	Taxes on Nicotine Products	Legislature /b	Simple Majority Vote to Pass
Referendum Petition on Whether to Approve a Bill Passed by the State Legislature in 2019			
Proposition 113	Adopt Agreement to Elect U.S. President by National Popular Vote	Citizens /a	Simple Majority Vote to Pass
Amending State Statutes			
Proposition 114	Reintroduction and Management of Gray Wolves	Citizens /a	Simple Majority Vote to Pass
Proposition 115	Prohibit Abortions After 22 Weeks	Citizens /a	Simple Majority Vote to Pass
Proposition 116	State Income Tax Rate Reduction	Citizens /a	Simple Majority Vote to Pass
Proposition 117	Voter Approval for Certain New State Enterprises	Citizens /a	Simple Majority Vote to Pass
Proposition 118	Paid Family and Medical Leave Insurance Program	Citizens /a	Simple Majority Vote to Pass

/a Placed on the ballot through the citizen signature process.
/b Referred to the ballot by the state legislature.

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B

Amendment B: Repeal Gallagher Amendment

Placed on the ballot by the legislature • Passes with a majority vote

Ballot Title

Without increasing property tax rates, to help preserve funding for local districts that provide fire protection, police, ambulance, hospital, kindergarten through twelfth grade education, and other services, and to avoid automatic mill levy increases, shall there be an amendment to the Colorado constitution to repeal the requirement that the general assembly periodically change the residential assessment rate in order to maintain the statewide proportion of residential property as compared to all other taxable property valued for property tax purposes and repeal the nonresidential property tax assessment rate of twenty-nine percent?

What Your Vote Means

YES A "yes" vote on Amendment B repeals sections of the Colorado Constitution that set a fixed statewide ratio for residential and nonresidential property tax revenue. Assessment rates for all property types will remain the same as they are now, projected future decreases in the residential assessment rate will not be required, and any future increases in assessment rates would require a vote of the people.

NO A "no" vote on Amendment B leaves constitutional provisions related to property taxes in place, maintaining current requirements for setting the assessment rates used to calculate property taxes. This is expected to result in a decreasing residential assessment rate over time and in automatic local mill levy increases in jurisdictions where required by law.

C

Amendment C: Conduct of Charitable Gaming

Placed on the ballot by the legislature • Passes with 55 percent of the vote

Ballot Title

Shall there be an amendment to the Colorado constitution concerning the conduct of charitable gaming activities, and, in connection therewith, allowing bingo-raffle licensees to hire managers and operators of games and reducing the required period of a charitable organization's continuous existence before obtaining a charitable gaming license?

What Your Vote Means

YES A "yes" vote on Amendment C allows nonprofit organizations operating in Colorado for three years to apply for a bingo-raffle license, permits these games to be conducted by workers who are not members of the organization, and allows workers to receive compensation up to minimum wage.

NO A "no" vote on Amendment C maintains the current requirements that nonprofit organizations must operate in Colorado for five years prior to applying for a bingo-raffle license, and that workers must be unpaid volunteers who are members of the nonprofit organization.

76

Amendment 76: Citizenship Qualification of Voters

Placed on the ballot by citizen initiative • Passes with 55 percent of the vote

Ballot Title

Shall there be an amendment to the Colorado constitution requiring that to be qualified to vote at any election an individual must be a United States citizen?

What Your Vote Means

YES A "yes" vote on Amendment 76 will change constitutional language to specify that only U.S. citizens age 18 and older are eligible to participate in Colorado elections.

NO A "no" vote on Amendment 76 means the current constitutional language allowing every eligible U.S. citizen to vote in Colorado elections will remain unchanged.

77

Amendment 77: Local Voter Approval of Casino Bet Limits and Games in Black Hawk, Central City, and Cripple Creek

Placed on the ballot by citizen initiative • Passes with a majority vote

Ballot Title

Shall there be an amendment to the Colorado constitution and a change to the Colorado Revised Statutes concerning voter-approved changes to limited gaming, and, in connection therewith, allowing the voters of Central City, Black Hawk, and Cripple Creek, for their individual cities, to approve other games in addition to those currently allowed and increase a maximum single bet to any amount; and allowing gaming tax revenue to be used for support services to improve student retention and credential completion by students enrolled in community colleges?

What Your Vote Means

YES A "yes" vote on Amendment 77 means that the voters of Black Hawk, Central City, and Cripple Creek will be allowed to increase or remove casino bet limits and approve new casino games to help fund community colleges.

NO A "no" vote on Amendment 77 means that current casino bet limits and games will remain in the constitution, and a statewide vote will continue to be required to make any changes to these restrictions.

EE

Proposition EE: Taxes on Nicotine Products

Placed on the ballot by the legislature • Passes with a majority vote

Ballot Question

SHALL STATE TAXES BE INCREASED BY $294,000,000 ANNUALLY BY IMPOSING A TAX ON NICOTINE LIQUIDS USED IN E-CIGARETTES AND OTHER VAPING PRODUCTS THAT IS EQUAL TO THE TOTAL STATE TAX ON TOBACCO PRODUCTS WHEN FULLY PHASED IN, INCREMENTALLY INCREASING THE TOBACCO PRODUCTS TAX BY UP TO 22% OF THE MANUFACTURER'S LIST PRICE, INCREMENTALLY INCREASING THE CIGARETTE TAX BY UP TO 9 CENTS PER CIGARETTE, EXPANDING THE EXISTING CIGARETTE AND TOBACCO TAXES TO APPLY TO SALES TO CONSUMERS FROM OUTSIDE OF THE STATE, ESTABLISHING A MINIMUM TAX FOR MOIST SNUFF TOBACCO PRODUCTS, CREATING AN INVENTORY TAX THAT APPLIES FOR FUTURE CIGARETTE TAX INCREASES, AND INITIALLY USING THE TAX REVENUE PRIMARILY FOR PUBLIC SCHOOL FUNDING TO HELP OFFSET REVENUE THAT HAS BEEN LOST AS A RESULT OF THE ECONOMIC IMPACTS RELATED TO COVID-19 AND THEN FOR PROGRAMS THAT REDUCE THE USE OF TOBACCO AND NICOTINE PRODUCTS, ENHANCE THE VOLUNTARY COLORADO PRESCHOOL PROGRAM AND MAKE IT WIDELY AVAILABLE FOR FREE, AND MAINTAIN THE FUNDING FOR PROGRAMS THAT CURRENTLY RECEIVE REVENUE FROM TOBACCO TAXES, WITH THE STATE KEEPING AND SPENDING ALL OF THE NEW TAX REVENUE AS A VOTER-APPROVED REVENUE CHANGE?

What Your Vote Means

YES A "yes" vote on Proposition EE increases taxes on cigarettes and other tobacco products, and creates a new tax on nicotine products, including vaping products. The new tax revenue will be spent on education, housing, tobacco prevention, health care, and preschool.

NO A "no" vote on Proposition EE means taxes on cigarettes and other tobacco products will stay the same, and there will be no new taxes on nicotine or vaping products.

113

Proposition 113: Adopt Agreement to Elect U.S. President By National Popular Vote

Placed on the ballot by referendum petition • Passes with a majority vote

Ballot Title

Shall the following Act of the General Assembly be approved: An Act concerning adoption of an agreement among the states to elect the President of the United States by national popular vote, being Senate Bill No.19-042?

What Your Vote Means

YES A "yes" vote on Proposition 113 approves a bill passed by the legislature and signed by the Governor joining Colorado with other states as part of an agreement to elect the President of the United States by national popular vote if enough states enter the agreement.

NO A "no" vote on Proposition 113 rejects a bill passed by the legislature and signed by the Governor and retains Colorado's current system of awarding all of its electors for the President of the United States to the winner of the Colorado popular vote.

Proposition 114: Reintroduction and Management of Gray Wolves

Placed on the ballot by citizen initiative • Passes with a majority vote

Ballot Title

Shall there be a change to the Colorado Revised Statutes concerning the restoration of gray wolves through their reintroduction on designated lands in Colorado located west of the continental divide, and, in connection therewith, requiring the Colorado parks and wildlife commission, after holding statewide hearings and using scientific data, to implement a plan to restore and manage gray wolves; prohibiting the commission from imposing any land, water, or resource use restrictions on private landowners to further the plan; and requiring the commission to fairly compensate owners for losses of livestock caused by gray wolves?

What Your Vote Means

YES A "yes" vote on Proposition 114 means that the Colorado Parks and Wildlife Commission will develop a plan to reintroduce and manage gray wolves west of the Continental Divide.

NO A "no" vote on Proposition 114 means that Colorado will not be required to reintroduce gray wolves.

Proposition 115: Prohibit Abortions After 22 Weeks

Placed on the ballot by citizen initiative • Passes with a majority vote

Ballot Title

Shall there be a change to the Colorado Revised Statutes concerning prohibiting an abortion when the probable gestational age of the fetus is at least twenty-two weeks, and, in connection therewith, making it a misdemeanor punishable by a fine to perform or attempt to perform a prohibited abortion, except when the abortion is immediately required to save the life of the pregnant woman when her life is physically threatened, but not solely by a psychological or emotional condition; defining terms related to the measure including "probable gestational age" and "abortion," and excepting from the definition of "abortion" medical procedures relating to miscarriage or ectopic pregnancy; specifying that a woman on whom an abortion is performed may not be charged with a crime in relation to a prohibited abortion; and requiring the Colorado medical board to suspend for at least three years the license of a licensee whom the board finds performed or attempted to perform a prohibited abortion?

What Your Vote Means

YES A "yes" vote on Proposition 115 prohibits abortions in Colorado after 22 weeks gestational age, except when an abortion is immediately required to save the life of a pregnant woman.

NO A "no" vote on Proposition 115 means that abortion in Colorado continues to be legal at any time during a pregnancy.

116

Proposition 116: State Income Tax Rate Reduction

Placed on the ballot by citizen initiative • Passes with a majority vote

Ballot Title

Shall there be a change to the Colorado Revised Statutes reducing the state income tax rate from 4.63% to 4.55%?

What Your Vote Means

YES A "yes" vote on Proposition 116 reduces the state income tax rate to 4.55 percent for tax year 2020 and future years.

NO A "no" vote on Proposition 116 keeps the state income tax rate unchanged at 4.63 percent.

117

Proposition 117: Voter Approval for Certain New State Enterprises

Placed on the ballot by citizen initiative • Passes with a majority vote

Ballot Title

Shall there be a change to the Colorado Revised Statutes requiring statewide voter approval at the next even-year election of any newly created or qualified state enterprise that is exempt from the Taxpayer's Bill of Rights, Article X, Section 20 of the Colorado constitution, if the projected or actual combined revenue from fees and surcharges of the enterprise, and all other enterprises created within the last five years that serve primarily the same purpose, is greater than $100 million within the first five fiscal years of the creation or qualification of the new enterprise?

What Your Vote Means

YES A "yes" vote on Proposition 117 requires voter approval for new state government enterprises with fee revenue over $100 million in the first five years.

NO A "no" vote on Proposition 117 retains the state legislature's authority to create new enterprises as under current law.

118

Proposition 118: Paid Family and Medical Leave Insurance Program

Placed on the ballot by citizen initiative • Passes with a majority vote

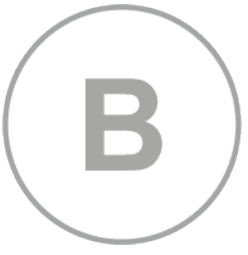
Ballot Title

Shall there be a change to the Colorado Revised Statutes concerning the creation of a paid family and medical leave program in Colorado, and, in connection therewith, authorizing paid family and medical leave for a covered employee who has a serious health condition, is caring for a new child or for a family member with a serious health condition, or has a need for leave related to a family member's military deployment or for safe leave; establishing a maximum of 12 weeks of family and medical leave, with an additional 4 weeks for pregnancy or childbirth complications, with a cap on the weekly benefit amount; requiring job protection for and prohibiting retaliation against an employee who takes paid family and medical leave; allowing a local government to opt out of the program; permitting employees of such a local government and self-employed individuals to participate in the program; exempting employers who offer an approved private paid family and medical leave plan; to pay for the program, requiring a premium of 0.9% of each employee's wages, up to a cap, through December 31, 2024, and as set thereafter, up to 1.2% of each employee's wages, by the director of the division of family and medical leave insurance; authorizing an employer to deduct up to 50% of the premium amount from an employee's wages and requiring the employer to pay the remainder of the premium, with an exemption for employers with fewer than 10 employees; creating the division of family and medical leave insurance as an enterprise within the department of labor and employment to administer the program; and establishing an enforcement and appeals process for retaliation and denied claims?

What Your Vote Means

YES A "yes" vote on Proposition 118 means the state will create an insurance program to provide paid family and medical leave benefits to eligible employees in Colorado funded by premiums paid by employers and employees.

NO A "no" vote on Proposition 118 means the state will not create a paid family and medical leave insurance program.



Repeal Gallagher Amendment

Placed on the ballot by the legislature • Passes with a majority vote

Amendment B proposes amending the Colorado Constitution to:

- repeal the Gallagher Amendment requiring residential and nonresidential property tax revenues to make up the same portion of total statewide property taxes as when the Gallagher Amendment was adopted in 1982, including the requirement that sets the nonresidential assessment rate at 29 percent.

What Your Vote Means

YES A "yes" vote on Amendment B repeals sections of the Colorado Constitution that set a fixed statewide ratio for residential and nonresidential property tax revenue. Assessment rates for all property types will remain the same as they are now, projected future decreases in the residential assessment rate will not be required, and any future increases in assessment rates would require a vote of the people.

NO A "no" vote on Amendment B leaves constitutional provisions related to property taxes in place, maintaining current requirements for setting the assessment rates used to calculate property taxes. This is expected to result in a decreasing residential assessment rate over time and in automatic local mill levy increases in jurisdictions where required by law.

B Repeal Gallagher Amendment

Summary and Analysis for Amendment B

In Colorado, property taxes fund local government services, including services provided by cities, counties, and special districts, such as local police and fire protection, hospitals, transportation, and the local share of K-12 education. The Gallagher Amendment sets statewide rules for property taxes funding these local services. This analysis first summarizes what Amendment B does, then describes how property taxes are calculated, and finally discusses how the measure affects taxpayers and governments.

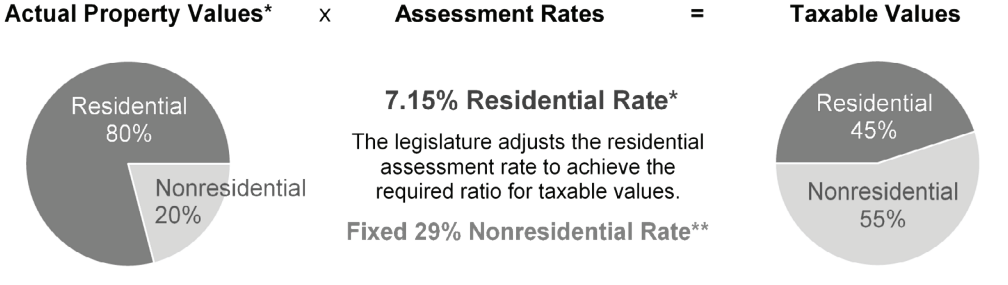
What does Amendment B do?

Amendment B removes provisions related to the residential and nonresidential assessment rates from the constitution, including the provisions commonly known as the Gallagher Amendment.

The Gallagher Amendment currently requires that residential and nonresidential property make up constant portions of total statewide taxable property over time. Since adoption in 1982, these provisions have required that the taxable value of residential property make up about 45 percent, and the taxable value of nonresidential property about 55 percent of statewide taxable property. Actual property values have not matched the required ratios over time because residential property values have generally grown faster than nonresidential property values. Since the taxable portion of most nonresidential property values is fixed at 29 percent, the state legislature adjusts the residential assessment rate to maintain the required ratio, as shown in Figure 1.

Amendment B removes these provisions from the constitution, leaving the residential and nonresidential assessment rates at their current rates in state statute. Under current law, the residential assessment rate is expected to decrease in future years, reducing the amount of property taxes paid by property owners and collected by local governments. Amendment B would eliminate automatic tax increases adopted by some local jurisdictions to offset revenue losses from the Gallagher Amendment. In jurisdictions that have not adopted automatic tax increases, Amendment B eliminates projected future decreases in the residential assessment rate, and any increase in nonresidential or residential assessment rates would require voter approval.

Figure 1
Assessment Rate Adjustments Under Current Law



* *Actual property values are for 2019. The residential assessment rate is for 2019 and 2020. This assessment rate has fallen over time to maintain the fixed ratio for taxable values of about 45 percent residential and 55 percent nonresidential.*

** *Assessment rate for most nonresidential property.*

How are property taxes calculated?

Property taxes are paid by residential homeowners and nonresidential property owners, including farmers, ranchers, oil and gas operators, and other businesses. Property taxes are paid on a portion of a property's actual value. The actual value of property is determined by the county assessor or state property tax administrator. The portion of the actual value on which taxes are paid is known as taxable value. Taxable value is also known as assessed value.

Taxable value is calculated by multiplying the actual value by an assessment rate. The assessment rate is currently 7.15 percent for residential properties and is fixed at 29 percent for most nonresidential properties. Mines and lands that produce oil and gas are assessed at different rates than other nonresidential property.

Taxable value is then multiplied by the tax rate, called a mill levy, to determine the property taxes owed. One mill equals $1 for each $1,000 dollars of taxable value. For example, 100 mills is equal to a tax rate of 0.1 (100/1,000), or 10 percent. The tax rate varies for each property based on the local taxing districts in which it is located. Figure 2 provides an example of how property taxes are calculated.

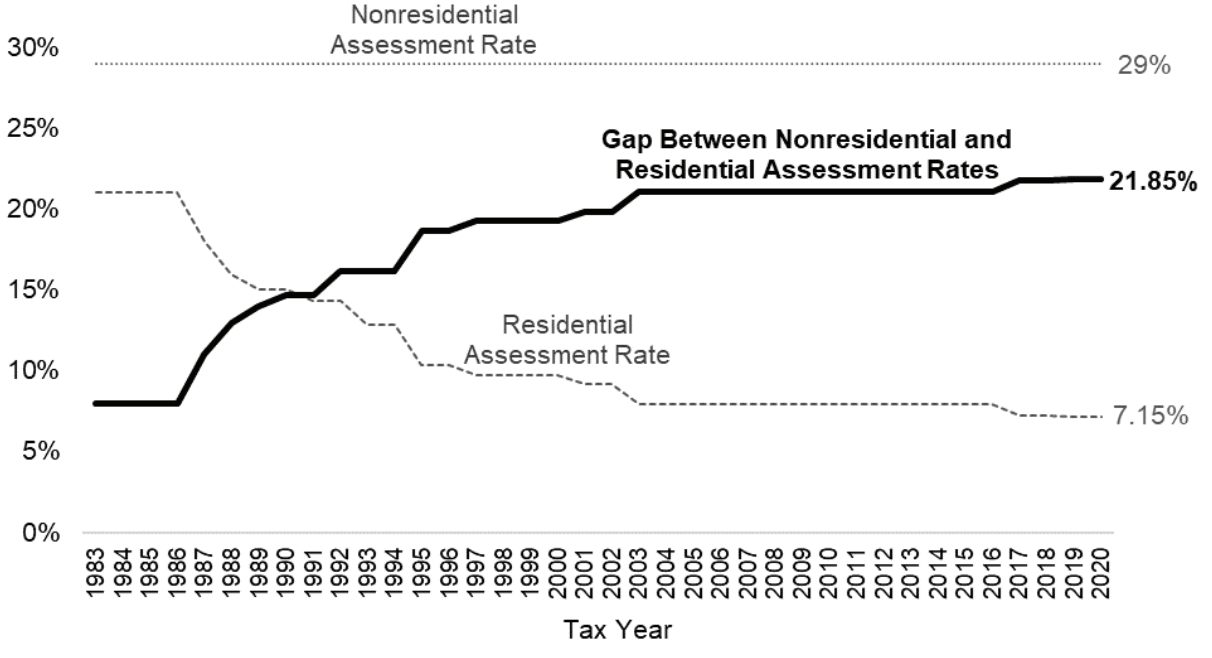
Figure 2
Property Tax Calculation
Example: Property valued at $300,000 and taxed at 100 mills

Taxable value = Property value		x	Assessment rate	
Residential	$300,000	x	7.15%	= $21,450 taxable value
Nonresidential	$300,000	x	29%	= $87,000 taxable value
Property taxes = Taxable value		x	Tax rate (Mills/1000)	
Residential	$21,450	x	0.100	= **$2,145 owed**
Nonresidential	$87,000	x	0.100	= **$8,700 owed**

How has the residential assessment rate changed over time?

In most years, residential property values have grown faster than nonresidential values, causing the residential assessment rate to be lowered so that residential properties continue to make up about 45 percent of statewide taxable value. As shown in Figure 3, the residential assessment rate has been reduced from 21 percent when these provisions went into effect in 1983 to a current rate of 7.15 percent. With the fixed nonresidential assessment rate at 29 percent, and the current 7.15 percent residential assessment rate, nonresidential property owners pay an effective tax rate that is approximately four times higher than residential property owners. The downward shift of the residential assessment rate is expected to continue in future years.

Figure 3
Gap in Assessment Rates Since 1983



When nonresidential property values grow faster than residential property values, the residential assessment rate must increase to maintain the constant ratio; however, other constitutional provisions require that voters approve such an increase. As a result, the state legislature may decrease, hold flat, or ask voters to approve an increase in the residential assessment rate. Since 1999, there have been six instances when the residential assessment rate would have increased, but the legislature did not refer a measure to voters and the rate instead stayed flat.

What factors impact property taxes?

Property taxes paid by a property owner are dependent on three components: actual property value, the applicable assessment rate, and the mill levy. Changes to any of these components impact the amount of property taxes paid and thus, the amount of revenue collected by a local government. Amendment B concerns only residential and nonresidential assessment rates; however, other changes to property values or tax rates also impact the amount of property taxes owed.

What are the automatic mill levy increases that some local governments have adopted?

In response to the shift between residential and nonresidential assessment rates, many local governments have adopted laws that automatically increase local mill levies to offset the revenue losses from the Gallagher Amendment. These automatic increases counteract the reduction in the residential assessment rate and result in a net property tax increase for nonresidential property owners. These automatic mill levy increases would not be triggered if Amendment B passes.

How does Amendment B affect residential property taxpayers?

Under Amendment B, the residential assessment rate will remain at the current 7.15 percent for residential property. Without the measure, the residential assessment rate is projected to decrease in future years due to the relative growth of residential property values compared to nonresidential property values. As a result, Amendment B is expected to eliminate projected future reductions in the residential assessment rate, and thus, could result in higher property taxes paid by residential taxpayers, if property values increase and if automatic mill levy increases do not offset assessment rate reductions.

How does Amendment B affect nonresidential taxpayers?

Under Amendment B, the assessment rate will remain in state law at 29 percent for most nonresidential property. Amendment B will have no impact on the amount of taxes paid by most nonresidential property owners.

In the local governments that have approved automatic mill levy increases to offset revenue reductions from the Gallagher Amendment, Amendment B will prevent property tax increases for businesses, farmers, and other nonresidential property owners, as the higher mill levies that would have been triggered by decreases in the residential assessment rate under the Gallagher Amendment will no longer be required.

How does Amendment B impact local government revenue?

Under the current system, the decline in the residential assessment rate has constrained property tax revenue to local governments. The impact varies across the state, with the largest impacts occurring in areas without much nonresidential property or with only slow growth in home prices. These areas are generally small and rural; however, metropolitan areas with slow growth in home values are also impacted. Amendment B prevents further decreases in the residential assessment rate, thus preventing declines in local government property tax revenue used to provide local services.

How does Amendment B impact state government spending for schools?

Schools are funded through a combination of state and local revenue, with the state making up the difference between an amount of school district funding identified through a formula in state law and the amount of local tax revenue generated. By preventing future decreases in the residential assessment rate, Amendment B increases local property tax collections for school districts and reduces the amount the state must pay to make up the difference.

If Amendment B passes, can the state legislature change the assessment rates?

Under Amendment B, the state legislature may decrease the assessment rates, but cannot increase them without voter approval. Currently, assessment rates are set in state law at 7.15 percent for residential property and 29 percent for most nonresidential property.

B Repeal Gallagher Amendment

For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:

https://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html

Arguments For Amendment B

1) The Gallagher Amendment is outdated and full of unintended consequences. If the Gallagher Amendment is not repealed, owners of high-end homes in Denver's wealthiest neighborhoods would get a tax cut next year, while small businesses and farmers would pay a larger share of property taxes. The Gallagher Amendment causes small businesses to be taxed at a rate four times higher than residential property owners, and penalizes rural and low-income communities that lack a significant commercial tax base.

2) Colorado has some of the lowest residential property taxes in the nation, and Amendment B fixes property tax assessment rates at their current levels. Amendment B is not a tax increase. Under Amendment B, the property tax rates homeowners and businesses pay could only be increased by a vote of the people.

3) Amendment B will prevent deep cuts to schools, hospitals, fire protection, and other local services in many areas of the state. Declines in the residential assessment rate caused by the Gallagher Amendment have resulted in significant reductions in vital services provided by local governments, particularly in rural and low-income communities. Amendment B allows local governments to continue providing services that their communities expect.

Arguments Against Amendment B

1) Amendment B results in higher property taxes for homeowners by preventing future drops in the residential assessment rate. Increasing home values have already resulted in higher property taxes for many homeowners. Higher taxes mean that homeowners will have less money to spend or save, and landlords may increase rents, at a time when many are already struggling to make ends meet.

2) The current property tax system keeps residential property taxes low, and prevents special interests from obtaining tax breaks at the expense of homeowners. Amendment B removes an important protection for homeowners from the constitution. Without these protections, homeowners may end up paying an increasing share of property taxes.

3) There are better alternatives to amending the constitution. Local governments can instead ask their voters to raise tax rates or seek other solutions to provide services such as fire protection, schools, and libraries. These alternatives would allow voters in each local jurisdiction to decide for themselves how to best fund services for their community.

Estimate of Fiscal Impact for Amendment B

Local revenue and spending. For many local governments, including counties, cities, school districts, and special districts, Amendment B will result in increased property tax revenue. The amount of any increase will depend on what the residential assessment rate would have been in the future without the measure, as well as whether voters have already approved local tax increases to counteract future potential decreases in the residential assessment rate.

State spending. To the extent that Amendment B increases property tax revenue to school districts, additional funding will be available for the local share of the state's system of school finance, reducing the amount the state must pay to make up the difference between local revenue and the school district funding amount identified through a formula in state law.

Taxpayer impacts. Maintaining the current residential assessment rate results in higher property taxes for many residential property owners compared to what they would owe if residential assessment rates were lowered in the future. The impact on property owners from holding the residential assessment rate constant in the future will vary based on several factors, including what future decreases in the residential assessment rate would have been required without the measure, the actual value of the property, and the tax rates of the local taxing districts. The measure does not impact the assessment rate for most nonresidential taxpayers.

Conduct of Charitable Gaming

Placed on the ballot by the legislature • Passes with 55 percent of the vote

Amendment C proposes amending the Colorado Constitution to:

- reduce the number of years a nonprofit organization must operate in Colorado to apply for a bingo-raffle license from five to three; and
- ease compensation and organization membership restrictions for bingo-raffle workers.

What Your Vote Means

YES A "yes" vote on Amendment C allows nonprofit organizations operating in Colorado for three years to apply for a bingo-raffle license, permits these games to be conducted by workers who are not members of the organization, and allows workers to receive compensation up to minimum wage.

NO A "no" vote on Amendment C maintains the current requirements that nonprofit organizations must operate in Colorado for five years prior to applying for a bingo-raffle license, and that workers must be unpaid volunteers who are members of the nonprofit organization.

Summary and Analysis for Amendment C

What does Amendment C do?

The Colorado Constitution currently prohibits nonprofit organizations from paying bingo-raffle workers and prohibits anyone who is not a member of the nonprofit from participating in the management or operation of a game. Amendment C makes the following changes to these provisions. The measure:

- decreases the number of years that a nonprofit organization must operate in Colorado to apply for a bingo-raffle license from five to three and permits the legislature to further modify this requirement after January 1, 2024;
- eliminates the requirement that bingo-raffle workers be members of the nonprofit organization; and
- permits people managing or operating charitable games to either be volunteers or to receive compensation, such as meals or payment, which cannot exceed the minimum wage.

What types of charitable gaming are currently allowed in Colorado?

In 1958, the Colorado Constitution was amended to permit the operation of games of chance, such as bingo and raffles, by certain nonprofit organizations. Typical games of chance include:

- bingo, in which each player has at least one card with a grid of letters and numbers and marks off the letter and number combinations called by the bingo caller until one of the players completes the designated winning pattern; and
- raffles, which are tickets that have a unique number or other identifier randomly drawn to reveal the prize winner. Pull-tabs and pickles are considered a type of raffle.

Bingo and raffle games are managed and conducted by nonprofit organizations. The proceeds of any game must be exclusively devoted to the purposes of the nonprofit organization conducting the bingo or raffle. Organizations may not pay bingo-raffle workers any wage.

What organizations can currently conduct bingo and raffle games?

Only nonprofit organizations that have operated continuously in Colorado for five or more years can be licensed to conduct bingo or raffle games. The following types of nonprofit organizations can apply for a license: chartered branches, lodges, and chapters of national or state organizations; religious, charitable, labor, fraternal, educational, voluntary firefighters', or veterans' organizations; political parties; and the Colorado State Fair Authority.

C Conduct of Charitable Gaming

For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:

https://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html

Argument For Amendment C

1) Bingo-raffle games are an opportunity for nonprofit organizations to raise funds for their programs. Allowing nonprofit organizations to compensate workers reduces the burden on nonprofits to provide volunteers to operate the games. Expanding licenses to newer nonprofit organizations removes a barrier and provides them with additional fundraising opportunities. By increasing access to bingo-raffle fundraising, this measure may help increase funding for nonprofit organizations.

Argument Against Amendment C

1) Professionalizing bingo-raffle operations undermines their charitable fundraising purpose. Paying workers increases overhead to operate games, potentially reducing the amount of money nonprofit organizations are able to raise and dedicate to their core mission. By removing the requirement that workers be volunteers and expanding the number of nonprofits that participate, bingo-raffle games become more like for-profit gambling than charitable fundraising.

Estimate of Fiscal Impact for Amendment C

State revenue. Beginning in state budget year 2020-21, Amendment C will increase state revenue by about $5,000 per year as a result of additional application and renewal fees for bingo-raffle licenses, based on an assumption of approximately 50 new applicants paying the current fee of $100. The measure may also increase state revenue from the administrative fee assessed on the charitable gaming proceeds received by bingo-raffle license holders. The administrative fees from new licensees help offset the increased state spending.

State spending. Amendment C increases state spending by about $83,000 in state budget year 2020-21, and by about $37,500 per state budget year in future years. This spending is required to process additional bingo-raffle licenses, conduct additional compliance investigations, and make changes to the computer system and reporting tools used for bingo-raffle licensing.

Citizenship Qualification of Voters

Placed on the ballot by citizen initiative • Passes with 55 percent of the vote

Amendment 76 proposes amending the Colorado Constitution to:

- specify that “only a citizen” of the United States rather than “every citizen” of the United States is eligible to vote in Colorado elections.

What Your Vote Means

YES A “yes” vote on Amendment 76 will change constitutional language to specify that only U.S. citizens age 18 and older are eligible to participate in Colorado elections.

NO A “no” vote on Amendment 76 means the current constitutional language allowing every eligible U.S. citizen to vote in Colorado elections will remain unchanged.

76 Citizenship Qualification of Voters

Summary and Analysis for Amendment 76

What are the requirements to vote in Colorado?

The Colorado Constitution and state law establish the eligibility of voters. Under current law, a U.S. citizen may vote in Colorado if he or she is at least 18 years old, has lived in the state at least 22 days immediately prior to the election, and has registered to vote. The Colorado Constitution guarantees this right to every U.S. citizen, but does not specifically prohibit extending voting eligibility to noncitizens or those under age 18. For example, state law allows 17-year-olds to vote in primary elections if they will be 18 years old by the general election.

What happens if Amendment 76 passes?

Amendment 76 allows only U.S. citizens who have met all other legal requirements to vote in elections. Adoption of the measure prevents the state from extending voter eligibility to noncitizens in the future, as well as to those under the age of 18. However, it is unclear if the measure prohibits a city or town with its own "home rule" charter from expanding voter eligibility, and ultimately the courts may have to decide how the measure is applied to elections in home rule cities and towns.[1]

The measure has no immediate impact on voting requirements related to residency and registration and does not change current election law that excludes noncitizens from voting. However, under Amendment 76, 17-year-olds who are currently able to vote in primary elections will no longer be eligible to do so.

What happens if Amendment 76 fails?

The current constitutional language allowing every U.S. citizen who has met the other legal requirements to vote in elections remains unchanged.

Who is considered a U.S. citizen under the law?

U.S. citizenship is governed by federal law, specifically the federal Immigration and Nationality Act. Federal law allows a person to become a U.S. citizen if he or she:

- was born in the United States or certain territories or outlying possessions of the United States;
- was born abroad but had a parent who was a U.S. citizen at the time of the person's birth; or
- is naturalized, which is the process by which U.S. citizenship is granted to a foreign citizen or national after he or she fulfills the requirements established by the U.S. Congress.

[1] *Additional information on home rule cities and towns can be found in Legislative Council Publication Number 20-16 here: https://leg.colorado.gov/publications/home-rule-governance-colorado.*

How are Colorado elections conducted?

Coloradans vote on a variety of offices and ballot questions at the local, state, and federal level. Local government elections include school district, special district, city, and county elections. Colorado holds a general election each November in even-numbered years. Additional elections may be called at other times, for example to decide primary contests or for voters to decide local matters. Home rule cities and towns have the power to set the procedures for all matters pertaining to city and town elections. All other elections are conducted pursuant to state laws.

> *For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:*
>
> https://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html

Argument For Amendment 76

1) Voting is a fundamental right reserved for U.S. citizens. Amendment 76 guarantees that the state will not be able to pursue policies that allow noncitizens to vote. The measure specifies who can vote in Colorado and provides additional constitutional protections for Colorado's elections.

Argument Against Amendment 76

1) Amendment 76 makes an unnecessary and potentially divisive change. The state already has a secure election system that ensures only those who meet legal requirements can vote in elections. Ultimately, the measure seeks to solve a problem that does not exist, may result in voter confusion about state and local elections, and could discourage and even disenfranchise voters.

Estimate of Fiscal Impact for Amendment 76

No fiscal impact. Amendment 76 does not change the revenue, spending, or workload of any state agency or local government, and is assessed as having no fiscal impact.

Local Voter Approval of Casino Bet Limits and Games in Black Hawk, Central City, and Cripple Creek

Placed on the ballot by citizen initiative • Passes with a majority vote

Amendment 77 proposes amending the Colorado Constitution and the Colorado statutes to:

- allow voters in the three gaming cities — Black Hawk, Central City, and Cripple Creek — to increase or remove current bet limits and approve any new casino games in each city; and
- expand the current use of casino tax revenue for community colleges to include student retention and completion programs.

What Your Vote Means

YES A "yes" vote on Amendment 77 means that the voters of Black Hawk, Central City, and Cripple Creek will be allowed to increase or remove casino bet limits and approve new casino games to help fund community colleges.

NO A "no" vote on Amendment 77 means that current casino bet limits and games will remain in the constitution, and a statewide vote will continue to be required to make any changes to these restrictions.

Summary and Analysis for Amendment 77

What happens if Amendment 77 passes?

- Casino bet limits and restrictions on the types of casino games in each gaming city will be removed from the constitution.
- Voters in Black Hawk, Central City, and Cripple Creek may approve new casino bet limits and add new casino games in their respective cities. Current games and bet limits of $100 will remain until the voters of each city authorize different bet amounts and/or games.
- If local voters in the three gaming cities approve new casino games and bet limits:
  - the Colorado Gaming Commission will establish rules for the new games;
  - casinos may offer new casino games and any new bet limits starting May 1, 2021; and
  - community colleges may use any additional casino tax revenue to fund student retention and completion programs, in addition to uses already allowed under current law, which include student financial aid, classroom instruction, and workforce development programs.

What types of gambling are currently allowed in Colorado?

In 1990, Colorado voters passed a constitutional amendment allowing bets of up to $5 on slot machines, blackjack, and poker only in Black Hawk, Central City, and Cripple Creek. The limits on casino gambling were expanded in 2008, allowing the games of roulette and craps, bets of up to $100, and extended casino hours of operation. Sports betting was legalized both online and at casinos in 2019.

Outside of Black Hawk, Central City, and Cripple Creek, Colorado also permits gambling on horse racing, simulcast horse and dog races, the state lottery, and bingos and raffles sponsored by nonprofit organizations. These types of gambling will not be impacted by this measure.

Gambling is also legal at the Southern Ute and Ute Mountain Ute tribal casinos, which will not be impacted by this measure.

If new casino bet limits and games are approved, how would additional state tax revenue be spent?

Under current law, casinos pay taxes on all bets made minus all payouts to players. Conditional upon voter approval, Amendment 77 will likely generate additional casino tax revenue, depending on the bet limits and games that are approved.

After casino regulation expenses are paid, any additional tax revenue will be distributed, along with existing tax revenue, in the manner required under current law:

- 78 percent will go to community colleges;

- 12 percent will go to Gilpin and Teller Counties; and
- 10 percent will go to the cities of Black Hawk, Central City, and Cripple Creek.

How does Amendment 77 change the way community colleges spend gaming tax revenue?

This measure expands the way community college funding from gaming can be spent to include programs and services that promote student retention and degree completion programs. Currently, community colleges are allowed to spend gaming tax revenue on financial aid, classroom instruction, and workforce development programs.

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Arguments For Amendment 77

1) Amendment 77 allows voters in Black Hawk, Central City, and Cripple Creek to make decisions that are best for their communities. Local residents impacted by changes to gambling in Colorado are best equipped to address the needs of their communities and should be allowed to control what happens in their cities.

2) Without raising taxes on Coloradans, Amendment 77 will likely increase the amount of funding for community college financial aid, classroom instruction, workforce development, student retention, and degree completion programs. This additional revenue will help provide important educational and employment opportunities during this economic downturn and is essential when recent state and local tax revenues have decreased significantly.

Arguments Against Amendment 77

1) Removing bet limits may increase the prevalence and severity of problem gambling. Problem gambling often leads to negative social impacts ranging from lower work productivity, financial problems, and higher crime rates to family neglect and abuse, substance abuse, and suicide. Amendment 77 increases the risk of gambling problems without setting aside any of the new tax revenue to help people harmed by problem gambling.

2) Expanding casino gambling may negatively impact other communities in Colorado that will no longer have a voice in changes to limits on bets and games. Other cities will not receive any of the tax revenue to help offset the burden created by additional traffic, intoxicated driving, or any problem gambling issues. All Colorado voters deserve to have a say in activities that impact the entire state.

Estimate of Fiscal Impact for Amendment 77

The following fiscal impacts are conditional upon voter approval in at least one of the three gaming cities and will depend on the casino bet limits and new games approved in those cities.

State and local government revenue. Amendment 77 will likely increase state and local revenue. If bet limits go up, taxable casino revenue and state gaming tax collections are likely to increase. State gaming tax revenue is distributed in part to the municipal and county governments where casinos are allowed. The amount of any revenue increase will depend on how much any locally approved gaming changes increase the revenue on which casinos pay taxes. For reference, a previous expansion of betting limits and allowable casino games in 2008 increased gaming revenue by about $10 million per year.

State and local government spending. Amendment 77 will likely increase state, local, and community college spending if gaming revenue increases. The amount of any spending will depend on how much any locally approved gaming changes increase the revenue on which casinos pay taxes. The Division of Gaming in the Department of Revenue will need to update rules and documentation if either bet limits are increased or new games are added. This measure will also increase local government spending in the three gaming cities if they hold an election to increase bet limits or add new casino games in each city. Any additional revenue received by community colleges will be spent on programs allowed under current law and those included in this amendment.

Taxpayer impacts. Amendment 77 will likely increase taxes paid by casinos. The amount by which taxes will increase depends on future decisions made by voters in the three gaming cities.

Taxes on Nicotine Products

Placed on the ballot by the legislature • Passes with a majority vote

Proposition EE, if approved, would:

- increase taxes on cigarettes and tobacco products;
- create a new tax on nicotine products, including vaping products; and
- distribute the new revenue to expanded preschool programs, as well as to K-12 education, rural schools, affordable housing, eviction assistance, tobacco education, and health care.

What Your Vote Means

YES A "yes" vote on Proposition EE increases taxes on cigarettes and other tobacco products, and creates a new tax on nicotine products, including vaping products. The new tax revenue will be spent on education, housing, tobacco prevention, health care, and preschool.

NO A "no" vote on Proposition EE means taxes on cigarettes and other tobacco products will stay the same, and there will be no new taxes on nicotine or vaping products.

Summary and Analysis for Proposition EE

Why is Proposition EE on the ballot?

Earlier this year, the state legislature passed a law to raise taxes on cigarettes and tobacco products, create a state tax on nicotine products, and modify the regulation of these products. The new law takes effect only if Proposition EE is approved by voters, as all tax increases require voter approval under the Colorado Constitution. This analysis discusses the changes that will occur if Proposition EE passes.

How are cigarettes, other tobacco products, and nicotine products currently taxed?

Cigarettes are currently taxed at 4.2¢ per cigarette, which is 84¢ per pack of 20 cigarettes. Tobacco products include chewing tobacco, cigars, and snuff and are currently taxed at 40 percent of the manufacturer's list price, which is the price at which a manufacturer sells the product to a distributor. Nicotine products, which include vaping products, are not currently subject to any existing state cigarette or tobacco tax. All three products are currently subject to the state sales tax.

Cigarette and tobacco taxes are required to be paid by the distributor that first receives products in the state, which may include local manufacturers. The business pays taxes to the state, but may keep a portion of the tax as compensation for work associated with filing taxes.

Current revenue distributions. Current cigarette and tobacco tax revenue is distributed to a variety of health care, tobacco education, and disease prevention programs, as well as for general state programs and services.

How does Proposition EE change taxes on those products?

Proposition EE raises taxes on cigarettes and tobacco products, and establishes a new tax on nicotine products. The new taxes increase incrementally until they are fully phased in by 2027. Table 1 lists the current tax rates and the new rates under the measure. The new revenue is exempt from constitutional spending limits.

Table 1
Changes to Cigarette, Tobacco, and Nicotine Products Taxes

Product	Current Tax Rates	New Rates Under Proposition EE*							Tax Rate Increase 2021-2027
		2021	2022	2023	2024	2025	2026	2027	
Cigarettes *Tax per pack*	$0.84	$1.94	$1.94	$1.94	$2.24	$2.24	$2.24	$2.64	$1.80
Tobacco Product *Percent of price***	40%	50%	50%	50%	56%	56%	56%	62%	22%
Nicotine Products *Percent of price***	None	30%	35%	50%	56%	56%	56%	62%	62%

** Rate increases begin January 1, except in 2024 and 2027, when rate increases begin July 1.*
*** Manufacturer's list price.*

Taxes on Nicotine Products

If approved, the measure also:

- sets new tax rates for modified risk tobacco products, which are federally designated as having lower health risks compared to existing commercial products. Currently, there is only one type of tobacco product that has received this designation for sale nationwide. This product would be taxed at 35 percent of the manufacturer's list price, while a regular tobacco product would be taxed at 50 percent in 2021;
- establishes a minimum tax for moist snuff products at $1.48 per 1.2 ounce container, increasing to $2.26 by 2027-28. Moist snuff is a type of cut, smokeless tobacco that can be loose or pouched and is intended to be placed in the mouth rather than sniffed;
- sets the minimum after-tax price of cigarettes for consumers at $7.00 per pack beginning in January 2021, and $7.50 per pack beginning in July 2024;
- makes online sales from out of state retailers to Colorado consumers subject to the new taxes; and
- reduces the portion of the taxes that distributors may keep as compensation for the work associated with filing taxes from 4.0 percent to 0.4 percent for cigarette distributors, from 3.33 percent to 1.6 percent for tobacco distributors, and sets this rate at 1.1 percent for nicotine distributors.

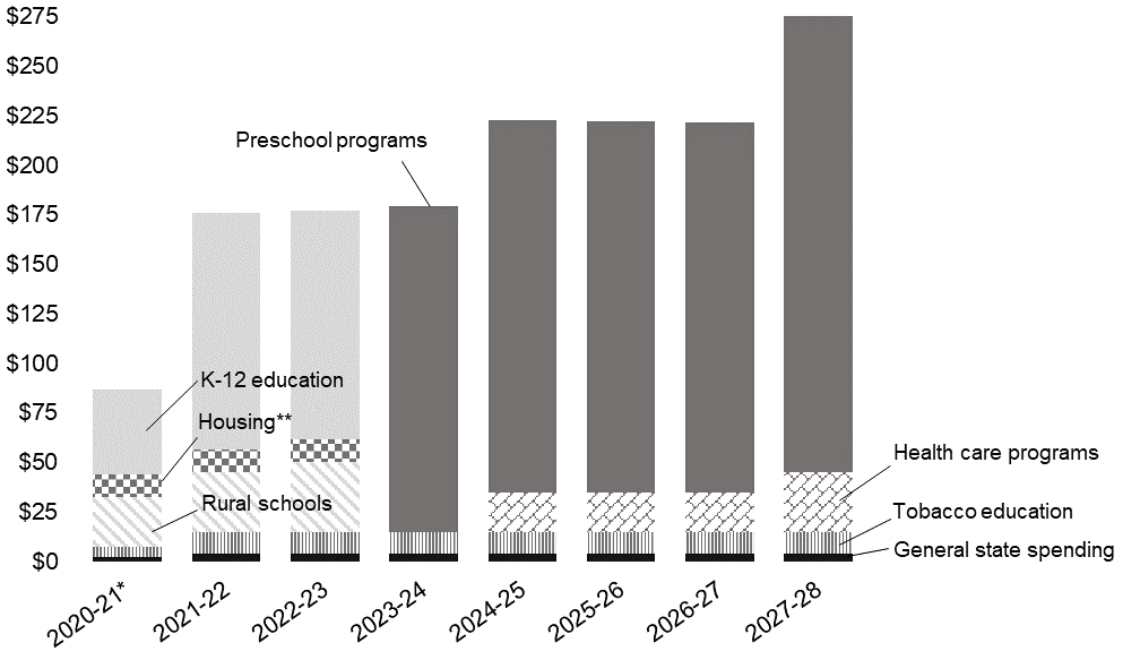
Are vaping products taxed under Proposition EE?

Yes, vaping products that contain liquid nicotine are subject to the nicotine tax established by Proposition EE. Vaping products and devices that do not contain nicotine are not subject to the tax. Vaping products are not eligible for the lower tax rates for modified risk tobacco products, even if they are approved for this designation by the federal government.

How will the new tax revenue be spent?

Proposition EE is expected to generate up to $175.6 million in cigarette, tobacco, and nicotine tax revenue in budget year 2021-22, the first full year the measure will be in effect, and up to $275.9 million beginning in budget year 2027-28 when the new tax rates are fully phased in. Figure 1 shows the programs that will receive funding as the new tax rates are phased in through budget year 2027-28. Programs funded in budget year 2027-28 will continue to receive funding in future years.

Figure 1
Distributions of New Tax Revenue
Millions of dollars, by budget year



** Half-year impact.*
*** Includes housing development and eviction legal assistance.*

As shown in the above figure, the measure will provide funding for the following programs:

- **Preschool programs.** Proposition EE provides funding for expanded preschool, including at least ten hours per week of free preschool for every child in their final year before kindergarten. A portion of the additional sales tax revenue from the minimum cigarette price is also used for this purpose.
- **Rural schools.** Of the money allocated for rural schools in the first three years, 55 percent goes to rural school districts with between 1,000 and 6,500 students, and 45 percent goes to rural school districts with fewer than 1,000 students. The funding is allocated on a per-student basis.
- **K-12 education.** In addition to the funding for rural schools, any revenue not allocated to other programs will be available for K-12 education funding for the first three years. Specific uses may include school finance funding to school districts statewide, including charter schools, as well as other education programs.
- **Housing development.** In the first three years, funding will be allocated as grants or loans to buy, renovate, and construct houses, or provide rental assistance, in an effort to increase the supply of affordable housing. Of the amount allocated for this purpose, $5.0 million must be used in rural areas.
- **Eviction legal assistance.** Funding for this purpose is allocated in the first three years and will be awarded to organizations that provide legal assistance to low-income clients at risk of eviction.

- **Health care programs.** Funding allocated for health care programs will be used for Medicaid, primary care, tobacco use prevention, children's health and a variety of other health care programs that currently receive cigarette and tobacco tax revenue.
- **General state spending.** Of the amount allocated for this purpose, 27 percent must be distributed to local governments, and the remainder used for general state spending, which may include education, transportation, and health care, and will be determined by the state legislature. A portion of the additional sales tax revenue from the minimum cigarette price is also used for general state spending.
- **Tobacco education programs.** Money allocated for this purpose is used for grants for community-based and statewide programs to reduce tobacco use by youth, encourage cessation, and reduce exposure to secondhand smoke.

How would preschool availability and funding change?

Currently, the Colorado Preschool Program funds 29,360 half-day preschool slots for three- and four-year-old children who are from low-income families, in need of language development, or who meet certain criteria indicating they may be in danger of falling behind in school. About 9,000 low-income students also have access to preschool through federal Head Start programs. The measure requires that the new funding be used to offer at least 10 hours per week of free preschool to every child in their final year before kindergarten. This is expected to begin in the 2023-24 school year. Any remaining revenue must be used to expand preschool opportunities for low-income families and children at risk of not being ready for kindergarten.

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Arguments For Proposition EE

1) Colorado has one of the highest rates of youth vaping in the country, while also having one of the lowest tax rates on cigarettes and tobacco products, and no tax on vaping products. Cigarettes, tobacco, and nicotine products are addictive and have negative health impacts, which can include cancer as well as heart and lung disease. Tax increases usually result in higher prices, which deter smoking and tobacco use, especially among youth and young adults. Higher taxes on cigarettes, tobacco products, and vaping products could decrease consumption while funding health care, and tobacco cessation, education, and prevention programs.

2) Proposition EE provides needed funding for education. The impacts of the COVID-19 pandemic on the state budget have resulted in a 10 percent decrease in the state share of public school funding for the 2020-21 school year. Additional federal funding has helped lessen the impact of this state budget cut in 2020; however, it is not likely to be available next year, and further cuts are expected. The

measure provides vital funding for schools as the economy recovers, and additional assistance for small rural districts that are disproportionately impacted by state funding cuts.

3) Providing access to free preschool gives all children the same foundation before entering kindergarten. Currently, half of Colorado three- and-four-year-olds do not attend any type of preschool. High quality preschool is shown to improve educational, economic, and health outcomes throughout a child's life, including higher wages, higher graduation rates, and fewer criminal convictions. Access to preschool also supports working parents by giving them the option to enroll their children in up to ten hours per week at no cost.

Arguments Against Proposition EE

1) Increasing taxes on cigarette, tobacco, and nicotine products imposes a financial burden on people who choose to consume them, particularly low-income users. Because these products are addictive, users may continue to purchase them even after a tax increase. In addition, vaping products are used by many as a way to quit using traditional cigarettes. Youth vaping should be addressed through enforcement of existing age restrictions and additional education and prevention, not through raising taxes on a product that some use as a cessation device.

2) Raising taxes and establishing a minimum purchase price hurts business owners. This is particularly true for businesses that sell low-cost products, or that are in areas of the state where local governments have already imposed cigarette, tobacco, and nicotine taxes. Businesses selling these products may see a decline in sales, which can be particularly harmful for small, local businesses at a time when many are already struggling. Private businesses and market competition are best suited to determine the prices at which products are bought and sold.

3) The state should not be dependent on tax revenue from a specific, addictive product to fund schools, preschool, and other state services. Once Proposition EE is fully phased in, revenue from this tax is likely to decline over time as the increased price results in fewer products being purchased. At the same time, preschool funding needs are likely to grow. A tax intended to decrease consumption is not a funding source on which the state should rely.

Estimate of Fiscal Impact for Proposition EE

State revenue. Proposition EE will increase state revenue from cigarette, tobacco product, and nicotine product taxes by $87 million in state budget year 2020-21 and $176 million in state budget year 2021-22, the first full year under the measure. The amount of new revenue will increase as the measure is phased in, with $276 million expected to be generated in state budget year 2027-28.

In addition, the measure will also increase state revenue from sales taxes by $0.8 million in state budget year 2020-21 and by $1.5 million in state budget year 2021-22, the first full year under the measure. The amount of additional sales tax revenue will decline as

the measure is phased in, with no new sales tax revenue expected in state budget year 2027-28.

State spending. Proposition EE will increase state spending by $87 million in state budget year 2020-21 and by $177 million in state budget year 2021-22. As the measure is phased in, state spending will increase, with $276 million expected to be spent in state budget year 2027-28. Spending includes the amounts shown in Figure 1 for education, housing, preschool, tobacco and nicotine education and cessation programs and other programs, as well as costs for administrative and auditing purposes.

Taxpayer impacts. Proposition EE is expected to increase taxes paid by an average of $38 per Colorado adult in state budget year 2021-22, and $53 per Colorado adult in budget year 2027-28; however, the direct tax impact applies only to people who consume cigarette, tobacco products, and/or nicotine products. If the percentage of adult smokers remains constant at 14.5 percent, the measure is expected to increase the taxes paid by cigarette smokers by an average of $222 in state budget year 2021-22 and by $291 in state budget year 2027-28.

State Spending and Tax Increases

Article X, Section 20, of the Colorado Constitution requires that the following fiscal information be provided when a tax increase question is on the ballot:

- Estimates or actual amounts of state fiscal year (FY) spending for the current year and each of the past four years with the overall percentage and dollar change; and
- For the first full fiscal year of the proposed tax increase, estimates of the maximum dollar amount of the tax increase and of state fiscal year spending without the increase.

"Fiscal year spending" is a legal term in the Colorado Constitution. It equals the amount of revenue subject to the constitutional spending limit that the state or a district is permitted to keep and either spend or save for a single year. Table 2 shows state fiscal year spending for the current year and each of the past four years.

Table 2
State Fiscal Year Spending

	Actual FY 2016-17	Actual FY 2017-18	Actual FY 2018-19	Actual FY 2019-20	Estimated FY 2020-21
Fiscal Year Spending	$12.89 billion	$13.70 billion	$14.36 billion	$14.87 billion	$12.70 billion
Four-Year Dollar Change in State Fiscal Year Spending: -$0.19 billion					
Four-Year Percent Change in State Fiscal Year Spending: -1.5 percent					

Table 3 shows the revenue expected from the cigarette, tobacco product, and nicotine product tax increase for FY 2021-22, the first full fiscal year for which the tax increase would be in place, and an estimate of state fiscal year spending without the tax increase. The estimate in Table 3 differs from the amount in the ballot question for Proposition EE because it reflects a different fiscal year, FY 2021-22 rather than FY 2027-28.

Table 3
Estimated State Fiscal Year Spending
and the Proposed Cigarette, Tobacco Product, and Nicotine Product Tax Increase

	FY 2021-22 Estimate
Fiscal Year Spending Without the Tax Increase	$16.46 billion
Revenue from the Tax Increase	$186.5 million

Adopt Agreement to Elect U.S. President By National Popular Vote

Placed on the ballot by referendum petition • Passes with a majority vote

Proposition 113, if approved, would:

- enter Colorado into an agreement among states to elect the President of the United States by a national popular vote once enough states join the National Popular Vote Interstate Compact.

What Your Vote Means

YES A "yes" vote on Proposition 113 approves a bill passed by the legislature and signed by the Governor joining Colorado with other states as part of an agreement to elect the President of the United States by national popular vote if enough states enter the agreement.

NO A "no" vote on Proposition 113 rejects a bill passed by the legislature and signed by the Governor and retains Colorado's current system of awarding all of its electors for the President of the United States to the winner of the Colorado popular vote.

Summary and Analysis for Proposition 113

What is the National Popular Vote Interstate Compact?

The National Popular Vote Interstate Compact is an agreement among participating states to ensure that the presidential candidate who wins the most votes nationwide is elected President. States that join the agreement commit to awarding all of their state's electoral votes to the candidate who receives the most popular votes nationwide once the agreement becomes binding. The agreement only becomes binding when participating states represent more than half of all electoral votes, at least 270 of the total 538 votes in the Electoral College. This ensures that the candidate who wins the most votes nationwide is also elected by the Electoral College, since a majority of electoral votes will go to the winner of the national popular vote.

If Proposition 113 is approved by voters, Colorado will be the fifteenth state, plus the District of Columbia, to join the agreement, bringing the number of committed electoral votes to 196, short of the 270 needed.

What happens if Proposition 113 passes?

Until enough states join the agreement, Colorado will continue to award its electoral votes to the winner of the state's popular vote. Thus, this measure will have no effect on the 2020 presidential election. If the agreement goes into effect, because states with enough electoral votes join it in the future, this measure would require Colorado's presidential electors to vote for the winner of the national popular vote, regardless of which candidate wins the most votes in Colorado.

How is the President of the United States elected now?

Individual voters in the states vote for a ticket consisting of the President and Vice President of the United States. The tally of individual votes is known as the popular vote. The President is then elected by the 538 members of the Electoral College, known as electors. The popular vote in each state determines which candidate the state's electors will vote for in the Electoral College.

Each December after a presidential election, the electors cast votes to elect the President and Vice President. Each state receives a number of electors equal to the total of its Senators and Representatives in Congress, plus the District of Columbia receives three electors. Every state has two Senators and a number of Representatives based on the state's population at the last census. Colorado has two Senators and currently has seven Representatives, for a total of nine electors. Individual electors are chosen by the political parties in each state.

To win the presidential election, a candidate must receive a majority of electoral votes, at least 270 out of the 538. Under Article II, Section 1 of the U.S. Constitution, each state's legislature determines how to award its electoral votes. In all but two states (Maine and Nebraska), all of the state's electoral votes are allocated to the candidate who wins the most votes in the state. If no candidate receives a majority in the Electoral College, the House of Representatives chooses the President and the Senate chooses the Vice President, although this has not occurred since 1824.

113 Adopt Agreement to Elect U.S. President By National Popular Vote

Throughout the history of the United States, there have been five elections in which the national popular vote and the Electoral College vote have diverged. Two of these elections were in 2000 and 2016, while the other three occurred in the 1800s.

Why is Proposition 113 on the ballot?

The General Assembly passed, and the Governor signed, Senate Bill 19-042 during the 2019 legislative session. This measure is the result of a referendum petition, a right reserved under the Colorado Constitution that allows citizens to place a bill passed by the General Assembly on the statewide ballot. A referendum petition can be filed against any bill passed by the Colorado legislature, unless the General Assembly declares that the bill is necessary to preserve public peace, health, and safety. Proposition 113 consists of the text of Senate Bill 19-042, and if it passes, the bill remains state law. If Proposition 113 is rejected, this text will be removed from state law. This measure is on the ballot because enough signatures were collected to refer the bill to voters.

> *For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:*
>
> https://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html

Arguments For Proposition 113

1) A national popular vote for President advances the democratic principle of one person, one vote, and ensures that votes in every community count equally. The national popular vote for President could also encourage candidates to campaign in a way that addresses the concerns of voters in all 50 states. The current system places too much importance on just a few competitive states where candidates focus almost all of their attention and campaign efforts. Candidates should reach out to voters wherever they live and take positions on issues that affect all parts of the country. The national popular vote gives all voters an equal impact on the outcome of the election, regardless of where they live or whether their state's final vote count might be close.

2) The President of the United States should be the person who gets the most popular votes nationwide. Five times in our country's history, including twice in the last 20 years, a candidate has won the presidential election despite losing the popular vote. A "yes" vote on Proposition 113 is an important step toward making sure this cannot happen in the future. Recent history demonstrates that when the results are close in even a few states, it is easy for the Electoral College vote to not reflect the national popular vote.

Arguments Against Proposition 113

1) Colorado should cast its electoral votes for the candidate who obtains the most votes in Colorado. If the agreement goes into effect, Colorado's presidential electors would be obligated to vote for whomever wins the national popular vote, even if that candidate did not win the majority of votes in the state. Further, a national popular vote may encourage candidates to focus their campaigns in large population centers where they can efficiently reach more voters. In this process, all Coloradans risk having the unique regional issues they care about lose out to the interests of a few large cities in a few large states.

2) This agreement attempts to sidestep the U.S. Constitution and could lead to disruptions in our electoral system. Rather than amend the U.S. Constitution to implement a true national popular vote, the compact relies on legal agreements between member states, which have different election requirements and policies, to ensure that their electors will vote the way the compact demands. In addition, in a close election run by 50 separate states, trying to determine who won the national popular vote could lead to recounts and litigation in every state, delaying results, causing confusion, and eroding confidence in our electoral system.

Estimate of Fiscal Impact for Proposition 113

No fiscal impact. Proposition 113 is assessed as having no fiscal impact. The Secretary of State is responsible for certifying presidential electors, and this bill does not change the process by which this is done. Therefore, the measure does not affect the revenue, spending, or workload of any state or local government entity.

Reintroduction and Management of Gray Wolves

Placed on the ballot by citizen initiative • Passes with a majority vote

Proposition 114 proposes amending the Colorado statutes to require the state to:

- develop a plan to reintroduce and manage gray wolves in Colorado;
- take necessary steps to begin reintroduction by December 31, 2023; and
- pay fair compensation for livestock losses caused by gray wolves.

What Your Vote Means

YES A "yes" vote on Proposition 114 means that the Colorado Parks and Wildlife Commission will develop a plan to reintroduce and manage gray wolves west of the Continental Divide.

NO A "no" vote on Proposition 114 means that Colorado will not be required to reintroduce gray wolves.

Summary and Analysis for Proposition 114

What happens if Proposition 114 passes?

The Colorado Parks and Wildlife Commission will be required to:

- develop a plan to reintroduce and manage gray wolves in Colorado by December 31, 2023, on designated lands west of the Continental Divide;
- hold statewide hearings about scientific, economic, and social considerations;
- periodically obtain public input to update the plan; and
- use state funds to assist livestock owners in preventing conflicts with gray wolves and pay fair compensation for livestock losses.

What will be included in the plan?

The plan will identify gray wolves to be reintroduced in Colorado, as well as the locations, methods, and timing for reintroduction. The plan will also determine how to establish and maintain a self-sustaining population and the criteria for removing the gray wolf from the state's threatened and endangered species list. The reintroduction may be subject to federal approval. The commission is prohibited from imposing any land, water, or resource use restrictions on private landowners.

What is the gray wolf?

The gray wolf (*Canis lupus*) is a large predatory canine that lives in packs. Historically, gray wolves were found throughout North America, including Colorado. Gray wolf populations declined during the nineteenth and twentieth centuries due to human activities, such as hunting and trapping, and were largely eliminated from the lower 48 states, except for the northern portions of Minnesota and Michigan. They are carnivores that consume small and large prey, including elk and deer, and are able to survive in a range of habitats if enough food is available.

What is the deer and elk population in Colorado?

Colorado is home to about 710,000 deer and elk, roughly three-quarters of which live west of the Continental Divide. The size of these herds is impacted by many factors, including disease, hunting, land use, predators, and weather. About 73,000 deer and elk were killed statewide by licensed hunters in 2019. Since 2006, the statewide deer population has declined, while the elk population has remained relatively stable.

Where does the gray wolf live today?

Gray wolves in the lower 48 states are largely clustered in two self-sustaining populations: about 4,000 in the western Great Lakes region and about 2,000 in the northern Rocky Mountain region. An additional 60,000 to 70,000 gray wolves live throughout Alaska and Canada. While there have been confirmed sightings of gray wolves in Colorado in recent years, a self-sustaining population of gray wolves has not been confirmed in Colorado since the 1930s or 1940s. Figure 1 shows the estimated current and historical range of the gray wolf in the United States.

Figure 1
Approximate Gray Wolf Range

Source: Adapted from U.S. Fish and Wildlife Service Proposed Rule Docket No. FWS-HQ ES-2018-0097 to exclude the Mexican gray wolf, a separately listed entity under the Endangered Species Act, which resides in Arizona and New Mexico.

Do gray wolves present a danger to humans?

All wild animals, including gray wolves, can pose a danger to humans under certain conditions, and caution should be exercised when near them. Gray wolves are generally shy of people and tend to avoid contact when possible. Aggressive behavior from wild gray wolves toward humans is rare. However, when wild animals are cornered, injured, sick, or become accustomed to humans, they can become dangerous and cause harm.

Who manages wildlife in Colorado?

The Colorado Parks and Wildlife Commission is responsible for wildlife management in Colorado and regulates hunting, fishing, and trapping. State law requires wildlife and their environment to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people and visitors of Colorado. The commission develops recreation areas, wildlife habitat, and species conservation and management plans.

How are gray wolves protected and managed in the United States?

The Endangered Species Act requires the federal government to conserve and restore species deemed threatened by or in danger of extinction. In 1978, the U.S. Fish and Wildlife Service (USFWS) listed the gray wolf as endangered throughout the contiguous United States, except in Minnesota, where they are classified as threatened. States are prohibited from managing federally endangered species without federal permission. In 1995, gray wolves were reintroduced in the northern Rocky Mountains, and in 2011 they were removed from the federal endangered species list in that region. Because of this, Idaho, Montana, and Wyoming now have statewide management authority for gray wolves. Gray wolves in these states are managed to maintain populations above species recovery thresholds while mitigating predation on livestock and sustaining deer and elk herds. These states monitor gray wolf populations and distribution, permit

limited hunting and trapping, and allow gray wolves to be killed in order to protect livestock. These states also monitor livestock losses and offer compensation programs for livestock owners. Across these three states, confirmed livestock losses total about 300 per year, mostly consisting of cattle and sheep.

Who would manage gray wolves in Colorado if Proposition 114 passes?

If gray wolves remain on the federal endangered species list, management authority rests with the USFWS, and the state would need to obtain federal approval prior to reintroduction. If gray wolves are removed from the federal endangered species list, Colorado could assume management responsibility as other states have done. In 2019, the USFWS proposed removing gray wolves from the endangered species list in the remaining portions of the United States, including Colorado.

> *For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:*
>
> https://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html

Arguments For Proposition 114

1) Gray wolves perform important ecological functions that impact other plants and animals. Without them, deer and elk can over-graze sensitive habitats such as riverbanks, leading to declines in ecosystem health. Leftover prey can also provide food for other scavengers such as birds and smaller mammals. Reintroducing gray wolves can help support a healthy environment upon which Coloradans depend.

2) Reintroduction is necessary to ensure that a permanent gray wolf population is restored to western Colorado. Through eradication efforts such as bounty programs, gray wolves were eliminated in Colorado by the 1940s. While there have been sightings in Colorado, it is uncertain gray wolves will establish a permanent population on their own. The measure aligns with other states' successful recovery efforts while considering Colorado's interests.

Arguments Against Proposition 114

1) The presence of gray wolves can cause conflict with humans and animals that live in Colorado now. Gray wolves are known to prey on livestock. Deer herds in some areas have fallen below population goals established by state wildlife managers, and introducing another predator would put further pressure on these herds. In addition, many people live and recreate in areas being considered for gray wolf habitat.

2) Gray wolves from neighboring states have been observed in Colorado, including a wolf pack in northwest Colorado in 2020. This suggests that wolves may be establishing a presence in the state on their own, making a reintroduction program unnecessary. Allowing wolves to come back on their own, rather than through an intentional reintroduction, could give Coloradans more time to adapt to their presence.

Estimate of Fiscal Impact for Proposition 114

State spending. Proposition 114 increases state spending by approximately $300,000 in state budget year 2021-22 and $500,000 in state budget year 2022-23 for public outreach and development of a gray wolf reintroduction plan. Beginning in state budget year 2023-24, spending will increase to about $800,000 per year for the implementation of the wolf reintroduction plan. Implementation costs will only be incurred if federal approval is received, or gray wolves are no longer listed as endangered and the state is able to begin its reintroduction plan. Costs will be paid primarily from hunting and fishing license fees or appropriations made by the state legislature. Actual state spending will depend on the details of the plan developed by the Colorado Parks and Wildlife Commission and the amount of livestock losses caused by wolves.

Prohibit Abortions After 22 Weeks

Placed on the ballot by citizen initiative • Passes with a majority vote

Proposition 115 proposes amending the Colorado statutes to:

- prohibit abortion after 22 weeks gestational age of the fetus, except when an abortion is immediately required to save the life of a pregnant woman;
- create a criminal penalty for any person who performs a prohibited abortion; and
- require that the state suspend the medical license for at least three years of any physician who violates the measure.

What Your Vote Means

YES A "yes" vote on Proposition 115 prohibits abortions in Colorado after 22 weeks gestational age, except when an abortion is immediately required to save the life of a pregnant woman.

NO A "no" vote on Proposition 115 means that abortion in Colorado continues to be legal at any time during a pregnancy.

115 Prohibit Abortions After 22 Weeks

Summary and Analysis for Proposition 115

What happens if Proposition 115 passes?

Under Proposition 115, abortions may not be performed after 22 weeks gestational age of the fetus. The measure allows for an exception when, in the reasonable medical judgement of a physician:

- the pregnant woman's life is threatened by a physical disorder, physical illness, or physical injury, but not including psychological or emotional conditions; and
- an abortion, rather than an expedited delivery of the living fetus, is immediately required to save the life of a pregnant woman.

How does the measure define abortion?

Under the measure, abortion is any surgical or medication-assisted procedure performed with the intent to terminate a pregnancy. A procedure is not an abortion if performed with the intent to:

- save the life or preserve the health of the embryo or fetus;
- remove a dead embryo or fetus caused by miscarriage; or
- remove an embryo or fetus growing outside of the uterus.

What would be the penalties for performing an abortion after 22 weeks gestational age?

If the measure passes, any person who intentionally or recklessly performs or attempts to perform an abortion after 22 weeks gestation would be guilty of a class 1 misdemeanor punishable by a fine of $500 to $5,000. The measure specifies that jail time for this offense is not allowed. In addition, the measure classifies performing an abortion after 22 weeks gestation as unprofessional conduct for a licensed physician. The Colorado Medical Board must suspend the professional license of a physician for at least three years who is found to have violated the law.

There would be no penalty for a woman who receives an abortion or for a person who fills a prescription or provides equipment used in an abortion.

What is Colorado's current law related to abortion?

Abortion is legal in Colorado, and an adult woman may seek an abortion at any time during her pregnancy. For minors seeking an abortion, Colorado law requires that the parents or caregivers of the minor receive written notification of the abortion at least 48 hours prior to the procedure, with certain exceptions.

Can states place restrictions on the time at which a woman may seek an abortion?

Yes. The U.S. Supreme Court has ruled that a woman has the right to choose to have an abortion before the fetus is viable, and that states may regulate or prohibit abortions after fetal viability because the fetus is capable of meaningful life outside of the mother's

womb. The state law must contain exceptions for pregnancies that endanger the woman's life or health. Currently, 43 states have laws limiting abortions after a certain point in pregnancy.

For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:

https://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html

Argument For Proposition 115

1) The measure protects viable human life by placing a reasonable restriction on abortion after an infant can live outside the mother's womb. Colorado is one of only seven states that allow abortion at any time during a pregnancy even though infants born as early as 22 weeks gestation can survive outside the womb and experience good developmental outcomes. The measure allows time for a pregnant woman to make a choice about her pregnancy, and permits abortion after 22 weeks when necessary to save the life of the mother. In addition, the measure does not penalize women who receive prohibited abortions. This is a balanced approach with reasonable and limited exceptions that recognizes the dignity of women and the humanity of their unborn children.

Argument Against Proposition 115

1) Restricting access to abortion limits a woman's right to bodily autonomy and interferes with the patient and doctor relationship. The choice to end a pregnancy is often a serious and difficult decision, and should be left solely up to the woman, in consultation with her doctor and in accordance with her beliefs. The measure does not include any exceptions for risks to the woman's health or for a woman who has been the victim of rape or incest to obtain an abortion after 22 weeks. In addition, it provides no exceptions for the detection of a serious fetal abnormality after 22 weeks, which may force women to carry a nonviable pregnancy to term. Every pregnancy is unique, and decisions related to pregnancy should not be arbitrarily limited by state government.

Estimate of Fiscal Impact for Proposition 115

State revenue. Proposition 115 will minimally increase state revenue from criminal fines and court fees beginning in state budget year 2020-21. It may also increase revenue from civil penalties and regulatory fees by a minimal amount.

State spending. Starting in state budget year 2020-21, Proposition 115 will minimally increase workload in the Department of Regulatory Agencies and may increase costs in the Department of Health Care Policy and Financing.

115 Prohibit Abortions After 22 Weeks

Local government revenue and spending. Starting in state budget year 2020-21, Proposition 115 will increase costs and workload for district attorneys and may increase revenue, costs, and workload for the Denver County Court.

State Income Tax Rate Reduction

Placed on the ballot by citizen initiative • Passes with a majority vote

Proposition 116 proposes amending the Colorado statutes to:

- reduce the state income tax rate from 4.63 percent to 4.55 percent for tax year 2020 and future years.

What Your Vote Means

YES A "yes" vote on Proposition 116 reduces the state income tax rate to 4.55 percent for tax year 2020 and future years.

NO A "no" vote on Proposition 116 keeps the state income tax rate unchanged at 4.63 percent.

116 State Income Tax Rate Reduction

Summary and Analysis for Proposition 116

Proposition 116 reduces the state income tax rate from 4.63 percent to 4.55 percent for tax year 2020 and future years. This analysis provides information on the current state income tax and the changes proposed in the measure.

What is the state's current income tax rate?

Since 2000, Colorado's income tax rate has been a flat 4.63 percent, which means that all taxpayers pay the same tax rate regardless of their taxable income. The income tax rate applies to the Colorado taxable income of both individuals and corporate taxpayers. Colorado taxable income is equal to federal taxable income, adjusted for any state additions and deductions.

How are state income tax collections spent?

State income tax collections are the main source of General Fund revenue, which is the primary resource for financing state government operations. In state budget year 2018-19, the state income tax generated $9.2 billion and accounted for 67 percent of General Fund revenue. Currently, most of the money in the General Fund is spent on health care, education, human services, and other state programs.

How does Proposition 116 change the state's income tax rate?

Proposition 116 reduces the state individual and corporate income tax rate from 4.63 percent to 4.55 percent for tax year 2020 and future years. The measure is expected to reduce state income tax revenue by $154 million in state budget year 2021-22, equal to 1.2 percent of expected state General Fund revenue for that year.

Taxpayer impacts. Table 1 shows the reduction in state income tax owed for taxpayers of different levels of Colorado taxable income, which is less than the total amount of income reported by the taxpayer.

Table 1
Income Taxes Under Current Law and Proposition 116

Taxable Income	Tax Owed at Current Rate of 4.63%	Tax Owed Under Proposition 116	Decrease in Tax Owed Under Proposition 116
$10,000	$463	$455	**$8**
$25,000	$1,158	$1,138	**$20**
$50,000	$2,315	$2,275	**$40**
$125,000	$5,788	$5,688	**$100**
$250,000	$11,575	$11,375	**$200**
$1,000,000	$46,300	$45,500	**$800**

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Arguments For Proposition 116

1) At a time when households and businesses are struggling to make ends meet, Proposition 116 leaves more money in the pocket of every taxpayer. Allowing taxpayers to keep more of their earnings will promote spending, business investment, and employment.

2) After years of growth in the state's budget, the state government can handle a small tax decrease to provide relief to families and businesses. Even with the tax reduction under Proposition 116, state revenue is expected to increase in the next budget year; the measure only modestly slows the rate by which it will grow. Households that are struggling and foregoing basic purchases need their earnings more than the state government does.

Arguments Against Proposition 116

1) Reducing state revenue will compound the impact of significant budget cuts already being made to education, transportation, health care programs, and other state services as a result of the current economic crisis. Additional loss of state revenue will cause layoffs and reduce critical state services, further hurting Colorado's economy and quality of life. Now is not the time to reduce state revenue further.

2) Most of the measure's benefits will go to only a very small population of very wealthy taxpayers, including corporations. About 75 percent of taxpayers will receive a tax cut of less than $50 per year. Comparatively, those with incomes over $500,000, representing less than 2 percent of taxpayers, will receive over half of the total tax savings.

Estimate of Fiscal Impact for Proposition 116

State revenue. Proposition 116 reduces state General Fund revenue by an estimated $203 million in state budget year 2020-21 and $154 million in state budget year 2021-22. The first-year estimate includes the measure's full impact for tax year 2020 and half of its impact for tax year 2021 due to the timing of the change in the tax rate.

State spending. The measure is expected to increase state spending by about $15,000 to administer the tax rate change. By reducing tax revenue, Proposition 116 reduces the amount available to be spent or saved beginning in state budget year 2020-21.

116 State Income Tax Rate Reduction

Taxpayer impacts. All taxpayers will pay 1.7 percent less in state income tax, though the impact in dollar terms will vary by income. On average, individual income taxpayers will pay $37 less in individual income taxes for tax year 2020.

Voter Approval for Certain New State Enterprises

Placed on the ballot by citizen initiative • Passes with a majority vote

Proposition 117 proposes amending the Colorado statutes to:

- require voter approval for new state government-owned businesses, called enterprises, if the enterprise's revenue from fees over its first five years exceeds $100 million; and
- require that specific language be included on the ballot when voters are asked to approve enterprises.

What Your Vote Means

YES A "yes" vote on Proposition 117 requires voter approval for new state government enterprises with fee revenue over $100 million in the first five years.

NO A "no" vote on Proposition 117 retains the state legislature's authority to create new enterprises as under current law.

117 Voter Approval for Certain New State Enterprises

Summary and Analysis for Proposition 117

What is an enterprise?

An enterprise is a largely self-funded, government-owned business that charges user fees in exchange for services provided. The Colorado Constitution requires that an enterprise meet the following three requirements:

- be a government-owned business;
- be authorized to issue its own revenue bonds; and
- receive less than 10 percent of its annual revenue from all Colorado state and local governments combined.

Money collected by an enterprise is not subject to the state's constitutional revenue limit, also called the Taxpayer's Bill of Rights (TABOR) limit, which is discussed below. A state enterprise is evaluated each year to ensure it continues to meet the required qualifications. It may lose or regain its status as an enterprise based on these qualifications. If an enterprise loses its status as an enterprise, its revenue becomes subject to the TABOR limit.

In the 2018-19 budget year, fee revenue collected by state enterprises made up approximately 20 percent of the state's total budget.

What happens if Proposition 117 passes?

If Proposition 117 passes, beginning in 2021, voter approval is required to create new state government enterprises that are expected to collect fee revenue of over $100 million during the first five fiscal years. In addition, voter approval is required for a state government enterprise that actually collects over $100 million in fee revenue during the first five fiscal years, even if fee revenue was not originally projected to be over $100 million. If an existing enterprise loses and then regains its status as a state government enterprise, it may require a vote under this measure. For multiple enterprises created to serve primarily the same purpose, including those created during the past five years, revenue is added together to determine whether voter approval is required. Proposition 117 also requires that titles for ballot measures creating an enterprise begin with the amount of fees that an enterprise will collect in its first five years.

How do enterprises interact with the TABOR revenue limit?

TABOR limits state government revenue to an amount adjusted annually for inflation and population growth. Revenue collected under the limit may be spent or saved. Revenue collected over the limit must be refunded to taxpayers unless voters approve a measure allowing the government to retain the excess. When a program is designated as an enterprise, revenue collected does not count toward the TABOR revenue limit, and does not limit the amount available for the rest of the government.

When is voter approval required for other measures?

In Colorado, voter approval is required for any new or increased state tax; however, a fee can be created by the state legislature without voter approval. A tax is differentiated from a fee in that a tax is designed to fund the general expenses of government, while a fee is collected from the users of a particular government program to defray the cost of that program.

How many enterprises would Proposition 117 have affected?

As of 2018, there are 16 government programs that qualify as state enterprises, 7 of which had annual fee revenue over $100 million in the first five state budget years and would have required a vote under this measure. Table 1 below shows the fee revenue collected by those seven enterprises in state budget year 2018-19, the last budget year for which fee revenue data are available.

Table 1
Current Enterprises That Would Have Required Voter Approval Under Proposition 117*

Enterprise	2018-19 Fee Revenue (Millions)	Fee Description	Year Created
Higher Education Colleges, Universities, and Auxiliary Institutions	$5,108.7	Tuition and student fees, care at university hospitals	2004**
Colorado Healthcare Affordability and Sustainability Enterprise	$996.3	Healthcare affordability and sustainability fee	2017
Colorado Lottery	$679.8	Sale of lottery tickets, other games of chance	1992
Unemployment Insurance	$546.8	Employer premiums, other surcharges	2009
Parks and Wildlife	$157.0	Hunting/fishing licenses, habitat stamps, boat and vehicle registrations, state park entrance fees	2001
Correctional Industries	$64.3	Sale of manufactured products, sale of agricultural products	1992
Petroleum Storage Tank Fund	$34.9	Registration and annual review fees from tank operators, surcharges on petroleum sales	2005

Source: Office of the State Controller.
** The Health Insurance Affordability Enterprise, created in 2020, would also have required a vote under Proposition 117.*
*** Certain functions of higher education institutions, such as campus stores and health centers, have been enterprises since TABOR became effective in state budget year 1993-94. However, these functions would not have been subject to voter approval under this measure. All functions of the University of Colorado at Boulder became an enterprise in state budget year 2004-05, followed by all other higher education institutions in state budget year 2005-06.*

117 Voter Approval for Certain New State Enterprises

For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:

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Argument For Proposition 117

1) Proposition 117 strengthens the role of citizens in determining the proper size and scope of government. The state government uses enterprises to grow its budget without voter approval. Coloradans approved TABOR to require voter consent for tax increases; this measure extends this principle to fees collected by large new enterprises. Fees, like taxes, are paid by everyday Coloradans and businesses, so voters should have a say in their creation.

Argument Against Proposition 117

1) Enterprises were specifically exempted from the spending restrictions of TABOR and work as intended; they shift the responsibility for paying for a government-provided service from all taxpayers to the people who use and benefit from the service. If fewer enterprises are created as a result of Proposition 117, the state may be forced to choose between using tax revenue to pay for critical services that would otherwise be funded through user fees, or not providing these services.

Estimate of Fiscal Impact for Proposition 117

State and local government spending. Proposition 117 increases workload for state agencies to estimate revenue that would be collected by proposed enterprises, since these estimates will be necessary in order to determine whether an election is required. County clerks may have additional workload or costs to the extent the measure results in more measures placed on the ballot. Indirect impacts that may result from the creation of fewer future enterprises are not estimated.

Paid Family and Medical Leave Insurance Program

Placed on the ballot by citizen initiative • Passes with a majority vote

Proposition 118 proposes amending the Colorado statutes to:

- create a paid family and medical leave insurance program for Colorado employees administered by the Colorado Department of Labor and Employment;
- require employers and employees in Colorado to pay a payroll premium to finance paid family and medical leave insurance benefits beginning January 1, 2023;
- allow eligible employees up to 12 weeks of paid family and medical leave insurance benefits annually beginning January 1, 2024; and
- create job protections for employees who take paid family and medical leave.

What Your Vote Means

YES A "yes" vote on Proposition 118 means the state will create an insurance program to provide paid family and medical leave benefits to eligible employees in Colorado funded by premiums paid by employers and employees.

NO A "no" vote on Proposition 118 means the state will not create a paid family and medical leave insurance program.

118 Paid Family and Medical Leave Insurance Program

Summary and Analysis for Proposition 118

What happens if Proposition 118 passes?

Proposition 118 creates a state-run paid family and medical leave (PFML) insurance program in Colorado that allows employees to take up to 12 weeks of leave and keep their job. An eligible employee may take leave for the following reasons:

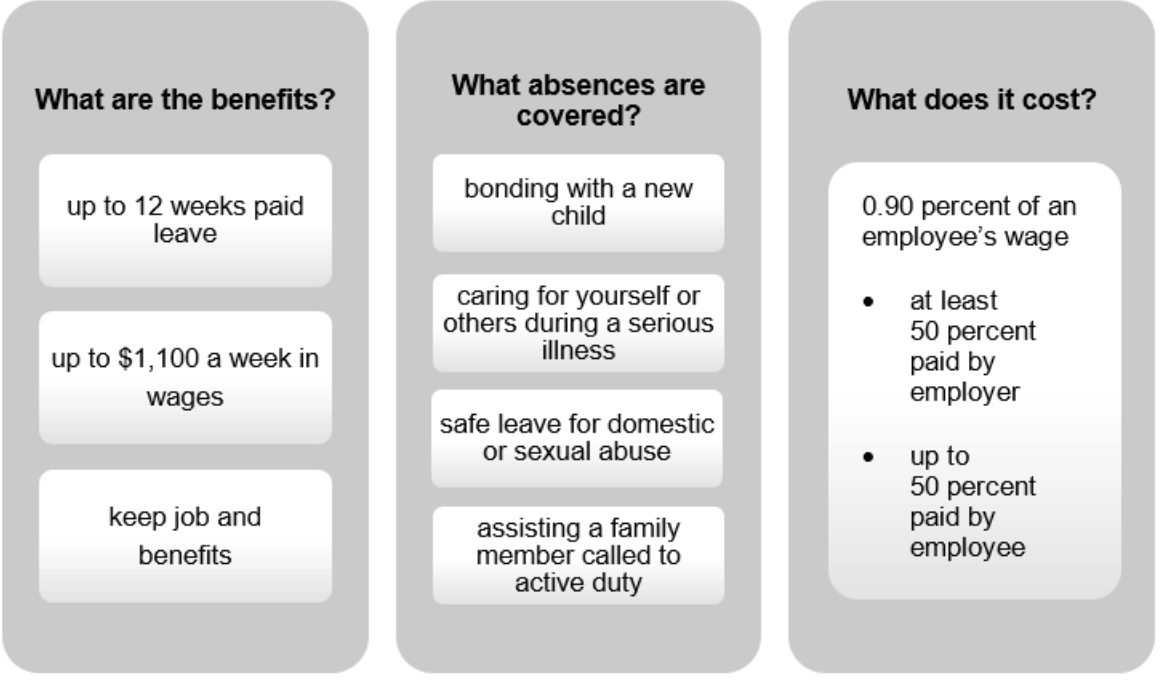
- to care for their own serious health condition;
- to care for a new child during the first year after the birth, adoption, or placement through foster care of that child;
- to care for a family member with a serious health condition;
- when a family member is on active duty military service or being called to active duty military service; and
- when the individual or the individual's family member is a victim of domestic violence, stalking, or sexual assault.

"Family member" is defined in the measure as the eligible employee's child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or any individual with whom the employee has a significant personal bond that is like a family relationship. The maximum number of weeks an eligible employee may take paid leave in a year is 12 weeks, except that employees with a serious health condition related to pregnancy or childbirth complications may take up to an additional 4 weeks (16 weeks in total). Employees are not required to take leave consecutively.

Both employers and employees will pay into a new Family and Medical Leave Insurance Fund (fund). The state will use money in the fund to pay wage benefits to employees during their leave, similar to unemployment insurance. The amount an employee will receive during leave is based on the employee's average weekly wage (AWW). Most employees become eligible to take paid leave after they have earned at least $2,500 in wages and eligible for certain job protections after being employed with their current employer for at least 180 days.

Figure 1 below highlights the major components of the new PFML insurance program.

Figure 1
Paid Family and Medical Leave Program



What are the current paid and unpaid leave requirements for businesses in Colorado?

Both federal and state leave requirements apply to Colorado businesses. The federal Family and Medical Leave Act of 1993 (FMLA) allows eligible employees to take up to 12 weeks of unpaid leave per year for specified circumstances. A new state law enacted in 2020, and effective for employers with 16 or more employees on January 1, 2021, and all employers on January 1, 2022, requires employers in Colorado to provide one hour of paid sick leave to each employee for every 30 hours worked, up to a maximum of 48 hours per year. See Table 1 for a detailed comparison of the existing provisions of the FMLA and Colorado's mandated sick leave law with the provisions of Proposition 118.

In addition, Colorado law permits an eligible employee to take up to three days of leave in any 12-month period if the employee is a victim of domestic abuse, stalking, sexual assault, or another crime. The leave may be paid or unpaid and must be used to seek a civil protection order, obtain medical care or mental health counseling, secure the employee's home, or seek legal assistance.

Table 1
Comparison of Leave Provisions in Current Law and Proposition 118

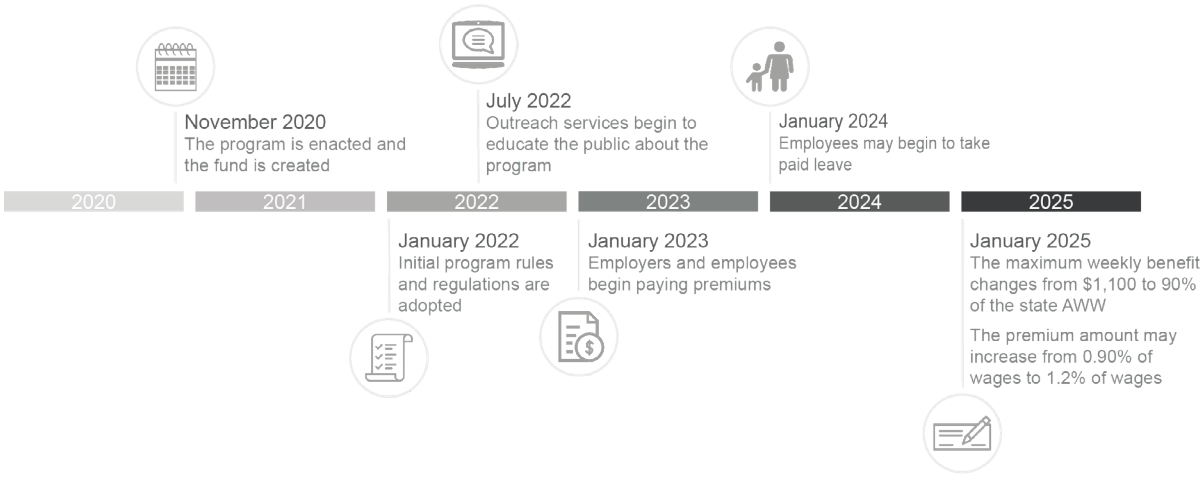
Proposition 118	FMLA	State Mandated Sick Leave
Type of Leave		
Family and medical	Family and medical	Medical
Length of Leave		
Up to 12 weeks	Up to 12 weeks	Up to 6 days
Paid or Unpaid		
Paid	Unpaid	Paid
Time Until Employee Eligibility		
Employee must make $2,500 in wages subject to premium	Employee must work for 12 months	Employees receive 1 hour paid sick leave per 30 hours worked up to 48 hours per year
Job Protection		
Yes, if an employee has worked for their employer at least 180 days	Yes	N/A
Employer Size		
• All employer sizes, with a few exceptions	• Private sector with 50 or more employees • All public agencies • All elementary and secondary schools	• Employers with 16 or more employees as of 1/1/2021, and all employers beginning 1/1/2022
Qualifying Reasons for Leave		
• Birth or adoption of child • Care for self or family member* with serious health condition • For circumstances related to a family member's active duty military service • Safe leave for domestic abuse, sexual assault or abuse, and stalking	• Birth or adoption of child • Care for self or family member with serious health condition • For circumstances related to a family member's active duty military service	• Care for an employee's health or safety • Care for a person for whom the employee is responsible for providing or arranging health or safety related care

** Family member includes someone with whom the employee has a significant personal bond.*

How will the program be implemented?

In calendar year 2023, employers and employees will start paying into the program. After the program has been collecting payments from employers and employees for one year, employees can begin receiving up to $1,100 each week for up to 12 weeks while taking leave. A new paid family and medical leave division in the Colorado Department of Labor and Employment (CDLE) will oversee the new program and create rules and regulations to govern the program. Figure 2 shows the effective dates for various provisions of the program.

Figure 2
PFML Program Timeline



How will the program be funded?

Employers and employees must contribute a certain percentage of each employee's wages to fund the program, known as a premium. The initial premium rate is set in the measure at 0.90 percent of wages per employee in the program's first two years. The employer must pay at least 50 percent of the premium, but may choose to contribute a larger percentage. The employee is responsible for up to 50 percent of the premium, depending on the employer's contribution. The premium is calculated based on the employee's taxable wages. The maximum amount of wages to which the premium can be charged for calendar year 2023 is estimated to be $161,700 per person, which limits the maximum annual premium to $1,455. Table 2 shows examples of weekly and annual premiums for different wages and assumes that the employer and employee will split the premium equally. Beginning in calendar year 2025, the program director can set the premium up to 1.2 percent of an employee's taxable wages for an estimated maximum annual premium of $2,092.

Table 2
Weekly and Annual PFML Premium Scenarios
For Calendar Year 2023

Weekly Wages	Employer Weekly Premium	Employee Weekly Premium	Annual Wages	Employer Annual Premium	Employee Annual Premium
$500	$2.25	$2.25	$26,000	$117	$117
$1,000	$4.50	$4.50	$52,000	$234	$234
$1,500	$6.75	$6.75	$78,000	$351	$351
$2,000	$9.00	$9.00	$104,000	$468	$468
$3,000	$13.50	$13.50	$156,000	$702	$702

118 Paid Family and Medical Leave Insurance Program

Will all employers in Colorado participate in the program and pay premiums?

Most employers are required to participate in the program and pay premiums. The individuals and organizations that are not required to pay the entire premium include:

- employers with nine or fewer employees;
- self-employed individuals;
- local governments that decline participation in the program; and
- employers that already offer approved paid leave benefits.

Employers with nine or fewer employees are not required to pay the employer portion of the premium, but are required to withhold and forward an employee's portion of the premium. Local governments that choose not to participate in the program do not pay the employer portion or collect premiums from employees. Local government employees whose employer has declined to participate and self-employed individuals may choose to opt in and pay only the employee portion of the premium. Finally, an employer with an approved private family and medical leave plan already in place is not required to pay premiums. Table 3 below illustrates premium responsibilities.

Table 3
Premium Responsibilities under Proposition 118

Employer Type	Employer Premium	Employee Premium	No Premium
9 or fewer employees		√	
10 or more employees	√	√	
Participating self-employed		√	
Participating local government employee		√	
Nonparticipating local government			√
Nonparticipating self-employed			√
Employer with private plan			√

How much will employees receive in benefit payments while on paid leave?

The amount of benefits an eligible employee can receive is based on the individual's AWW, compared to the state average weekly wage (SAWW) set annually by the CDLE. Wages include salary, wages, tips, commission, and other forms of compensation. An eligible employee will receive 90 percent of their AWW for the portion of his or her wages that are less than or equal to 50 percent of the SAWW, and 50 percent of the portion of wages that exceed 50 percent of the SAWW. The maximum weekly benefit that an individual can receive is $1,100 for leave taken in 2024. Table 4 provides examples of benefit payments for different weekly wages in 2024 based on an estimated SAWW of $1,340. For leave beginning on or after January 1, 2025, the maximum weekly benefit that an individual may receive is 90 percent of the SAWW, which is estimated to be $1,392 per week for a maximum benefit of $1,253 per week. To the extent that the SAWW differs from these estimates, the maximum benefit will vary accordingly.

Table 4
PFML Benefit Payment Scenarios
Based on 2024 SAWW of $1,340

Weekly Wage	Weekly Benefit	Maximum Annual Benefit	Percent of Weekly Wage*
$500	$450	$5,400	90%
$1,000	$768	$9,216	77%
$1,500	$1,018	$12,216	68%
$2,000	$1,100	$13,200	55%
$3,000	$1,100	$13,200	37%

** The weekly benefit as a percentage of the weekly wage declines as income increases and the maximum benefit is reached.*

What are the job protection requirements?

Participating employers may not discipline or take retaliatory actions against employees for requesting or using paid leave. Job protections are available to employees who have been employed for at least 180 days with their current employer prior to taking leave. This means that eligible employees who return from leave are entitled to return to the same position or a position with equal seniority, status, employment benefits, and pay. Employees are entitled to their health benefits during their leave, but are required to pay their portion of the health premium.

For information on those issue committees that support or oppose the measures on the ballot at the November 3, 2020, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:

https://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html

Arguments For Proposition 118

1) Paid leave has a positive impact on the health of Colorado families, especially new parents and those with health issues. Research has shown that offering paid leave to expectant and new mothers decreases the risk of infant mortality, and allowing parents time to bond with their children will positively affect child development. Most individuals will need to take leave to care for themselves or a loved one at some point during their careers, and this measure allows employees to do so with some financial support and job protection. The measure ensures that Coloradans will not be forced to choose between their health and their livelihood.

2) Paid leave will increase employment opportunities for Coloradans, and benefit the state's economy. Only 18 percent of U.S. workers currently have access to paid leave. Employees without paid leave risk being demoted or even losing their jobs if they have to take off work due to serious illnesses or to care for family members. This measure allows caretakers and those with chronic health issues to join and remain in the workforce, which will strengthen Colorado's economy. All workers deserve paid leave benefits, no matter their income level, the type of work they do, or the size of their employer.

Arguments Against Proposition 118

1) This measure places a financial and regulatory burden on employers to navigate the program's complex requirements. Businesses face increased costs to accommodate paid leave and new state-mandated sick leave obligations. The measure unfairly requires large businesses, but not certain small businesses or local governments, to pay premiums to fund the program. In addition, small businesses may be discouraged from growing in order to avoid premium costs. In the end, it will be up to employers and employees to bear the cost of an uncertain and expensive new government program.

2) This measure requires employees to pay into a program that they may never benefit from using. Employees are already faced with job uncertainty in the current economy, and cannot afford to lose part of their salary or other benefits. If the demand for the benefit is higher than anticipated, employees will be expected to contribute an even larger percentage of wages in the future or sacrifice other workplace gains.

Estimate of Fiscal Impact for Proposition 118

State revenue. Proposition 118 is expected to increase state revenue from PFML premiums by approximately $575.4 million in state budget year 2022-23 (half-year impact) and $1.2 billion in state budget year 2023-24 (full-year impact). Because of higher-than-usual economic uncertainty, the amount of premiums collected may differ from this estimate. The measure may also increase state revenue from bond proceeds and potentially gifts, grants, or donations to cover program start-up costs beginning in state budget year 2021-22. The timing of when this additional revenue is received will depend on final budget estimates for the program and when revenue bonds are issued.

State spending. Proposition 118 will increase state spending by $3.2 million in state budget year 2021-22 and $48.6 million in state budget year 2022-23 to create and administer the PFML insurance program. In state budget year 2023-24, state spending will increase by $523.9 million to administer the PFML program, pay the employer share of premiums for state employees, and pay PFML benefits to eligible employees in the second half of the year.

Local government spending. Beginning January 1, 2023, local governments that participate in the PFML insurance program, school districts, and other public entities will have increased spending to pay the employer share of premiums for their employees. Local governments will also be required to process payroll deductions, and coordinate leave and benefits for employees. Local governments that decline to participate will not pay premiums, but may still be required to handle premium deductions and coordinate leave and benefits for employees if they have employees that elect to participate in the PFML insurance program.

Amendment B
Repeal Gallagher Amendment

The ballot title below is a summary drafted by the professional legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado constitution. The text of the measure that will appear in the Colorado constitution below was referred to the voters because it passed by a two-thirds majority vote of the state senate and the state house of representatives.

Ballot Title:

Without increasing property tax rates, to help preserve funding for local districts that provide fire protection, police, ambulance, hospital, kindergarten through twelfth grade education, and other services, and to avoid automatic mill levy increases, shall there be an amendment to the Colorado constitution to repeal the requirement that the general assembly periodically change the residential assessment rate in order to maintain the statewide proportion of residential property as compared to all other taxable property valued for property tax purposes and repeal the nonresidential property tax assessment rate of twenty-nine percent?

Text of Measure:

Be It Resolved by the Senate of the Seventy-second General Assembly of the State of Colorado, the House of Representatives concurring herein:

SECTION 1. At the election held on November 3, 2020, the secretary of state shall submit to the registered electors of the state the ballot title set forth in section 2 for the following amendment to the state constitution:

In the constitution of the state of Colorado, section 3 of article X, **amend** (1)(b) as follows:

Section 3. Uniform taxation - exemptions. (1) (b) Residential real property, which shall include all residential dwelling units and the land, as defined by law, on which such units are located, and mobile home parks, but shall not include hotels and motels, shall be valued for assessment. ~~at twenty-one percent of its actual value. For the property tax year commencing January 1, 1985, the general assembly shall determine the percentage of the aggregate statewide valuation for assessment which is attributable to residential real property. For each subsequent year, the general assembly shall again determine the percentage of the aggregate statewide valuation for assessment which is attributable to each class of taxable property, after adding in the increased valuation for assessment attributable to new construction and to increased volume of mineral and oil and gas production. For each year in which there is a change in the level of value used in determining actual value, the general assembly shall adjust the ratio of valuation for assessment for residential real property which is set forth in this paragraph (b) as is necessary to insure that the percentage of the aggregate statewide valuation for assessment which is attributable to residential real property shall remain the same as it was in the year immediately preceding the year in which such change occurs. Such adjusted ratio shall be the ratio of valuation for assessment for residential real property for those years for which such new level of value is used. In determining the adjustment to be made in the ratio of valuation for assessment for residential real property, the aggregate statewide valuation for assessment that is attributable to residential real property shall be calculated as if the full actual value of all owner-occupied primary residences that are partially exempt from taxation pursuant to section 3.5 of this article was subject to taxation.~~ All other taxable property shall be valued for assessment. ~~at twenty-nine percent of its actual value. However,~~ The valuation for assessment for producing mines, as defined by law, and lands or leaseholds producing oil or gas, as defined by law, shall be a portion of the actual annual or actual average annual production therefrom, based upon the value of the unprocessed material, according to procedures prescribed by law for different types of minerals. Non-producing unpatented mining claims, which are possessory interests in real property by virtue of leases from the United States of America, shall be exempt from property taxation.

SECTION 2. Each elector voting at the election may cast a vote either "Yes/For" or "No/Against" on the following ballot title: "Without increasing property tax rates, to help preserve funding for local districts that provide fire protection, police, ambulance, hospital, kindergarten through twelfth grade education, and other services, and to avoid automatic mill levy increases, shall there be an amendment to the Colorado constitution to repeal the requirement that the general assembly periodically change the residential assessment rate in order to maintain the statewide proportion of residential property as compared to all other taxable property valued for property tax purposes and repeal the nonresidential property tax assessment rate of twenty-nine percent?"

SECTION 3. Except as otherwise provided in section 1-40-123, Colorado Revised Statutes, if a majority of the electors voting on the ballot title vote "Yes/For", then the amendment will become part of the state constitution.

Amendment C
Conduct of Charitable Gaming

The ballot title below is a summary drafted by the professional legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado constitution. The text of the measure that will appear in the Colorado constitution below was referred to the voters because it passed by a two-thirds majority vote of the state senate and the state house of representatives.

Ballot Title:

Shall there be an amendment to the Colorado constitution concerning the conduct of charitable gaming activities, and, in connection therewith, allowing bingo-raffle licensees to hire managers and operators of games and reducing the required period of a charitable organization's continuous existence before obtaining a charitable gaming license?

Text of Measure:

Be It Resolved by the House of Representatives of the Seventy-second General Assembly of the State of Colorado, the Senate concurring herein:

SECTION 1. At the election held on November 3, 2020, the secretary of state shall submit to the registered electors of the state the ballot title set forth in section 2 for the following amendment to the state constitution:

In the constitution of the state of Colorado, section 2 of article XVIII, **amend** (2) and (4) as follows:

Section 2. Lotteries prohibited - exceptions. (2) No game of chance pursuant to this subsection (2) and subsections (3) and (4) of this section shall be conducted by any person, firm, or organization, unless a license as provided for in this subsection (2) has been issued to the firm or organization conducting such games of chance. The secretary of state shall, upon application therefor on such forms as shall be prescribed by the secretary of state and upon the payment of an annual fee as determined by the general assembly, issue a license for the conducting of such games of chance to any bona fide chartered branch or lodge or chapter of a national or state organization or to any bona fide religious, charitable, labor, fraternal, educational, voluntary firemen's, or veterans' organization ~~which~~ THAT operates without profit to its members and ~~which~~ THAT IS REGISTERED WITH THE SECRETARY OF STATE AND has been in existence continuously for a period of ~~five~~ THREE years immediately prior to the making of ~~said~~ ITS application for such license OR, ON AND AFTER JANUARY 1, 2024, FOR SUCH DIFFERENT PERIOD AS THE GENERAL ASSEMBLY MAY ESTABLISH PURSUANT TO SUBSECTION (5) OF THIS SECTION, and has had during the entire ~~five-year~~ period OF ITS EXISTENCE a dues-paying membership engaged in carrying out the objects of said corporation or organization, such license to expire at the end of each calendar year in which it was issued.

(4) Such games of chance shall be subject to the following restrictions:

(a) The entire net proceeds of any game shall be exclusively devoted to the lawful purposes of organizations permitted to conduct such games.

(b) ~~No person except a bona fide member of any organization may participate in the management or operation of any such game.~~

(c) No person may receive ~~any~~ remuneration or profit IN EXCESS OF THE APPLICABLE MINIMUM WAGE for participating in the management or operation of any such game.

SECTION 2. Each elector voting at the election may cast a vote either "Yes/For" or "No/Against" on the following ballot title: "Shall there be an amendment to the Colorado constitution concerning the conduct of charitable gaming activities, and, in connection therewith, allowing bingo-raffle licensees to hire managers and operators of games and reducing the required period of a charitable organization's continuous existence before obtaining a charitable gaming license?"

SECTION 3. Except as otherwise provided in section 1-40-123, Colorado Revised Statutes, if at least fifty-five percent of the electors voting on the ballot title vote "Yes/For", then the amendment will become part of the state constitution.

Amendment 76
Citizenship Qualification of Electors

The ballot title below is a summary drafted by the professional staff of the offices of the secretary of state, the attorney general, and the legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado constitution. The text of the measure that will appear in the Colorado constitution below was drafted by the proponents of the initiative. The initiated measure is included on the ballot as a proposed change to current law because the proponents gathered the required amount of petition signatures.

Ballot Title:

Shall there be an amendment to the Colorado constitution requiring that to be qualified to vote at any election an individual must be a United States citizen?

Text of Measure:

Colo. Const. Art. VII, Section 1. In the constitution of the state of Colorado, **amend** section 1 of article 7 as follows:

~~Every citizen~~ ONLY A CITIZEN of the United States who has attained the age of eighteen years, has resided in this state for such time as may be prescribed by law, and has been duly registered as a voter if required by law shall be qualified to vote at all elections.

Amendment 77
Local Voter Approval of Casino Bet Limits and Games in Black Hawk, Central City, and Cripple Creek

The ballot title below is a summary drafted by the professional staff of the offices of the secretary of state, the attorney general, and the legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado constitution or Colorado Revised Statutes. The text of the measure that will appear in the Colorado constitution and Colorado Revised Statutes below

was drafted by the proponents of the initiative. The initiated measure is included on the ballot as a proposed change to current law because the proponents gathered the required amount of petition signatures.

Ballot Title:

Shall there be an amendment to the Colorado constitution and a change to the Colorado Revised Statutes concerning voter-approved changes to limited gaming, and, in connection therewith, allowing the voters of Central City, Black Hawk, and Cripple Creek, for their individual cities, to approve other games in addition to those currently allowed and increase a maximum single bet to any amount; and allowing gaming tax revenue to be used for support services to improve student retention and credential completion by students enrolled in community colleges?

Text of Measure:

Be it Enacted by the People of the State of Colorado:

SECTION 1. In section 9, article XVIII of the constitution of the state of Colorado, **amend** (7)(a)(II), (III) as follows:

(7) Local elections to revise limits applicable to gaming – statewide elections to increase gaming taxes.

(a) Through local elections, the voters of the cities of Central, Black Hawk, and Cripple Creek are authorized to revise limits on gaming that apply to licensees operating in their city's gaming district to extend:

(II) Approved games ~~to include roulette or craps, or both~~; and

(III) Single bets ~~up to one hundred dollars~~.

SECTION 2. In Colorado Revised Statutes, section 44-30-103, **amend** (22) as follows:

44-30-103. Definitions.

(22) "Limited card games and slot machines", "limited gaming", or "gaming" means physical and electronic versions of slot machines, craps, roulette, and the card games of poker and blackjack authorized by this article 30, AS WELL AS SUCH OTHER GAMES AS ARE APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION, and defined and regulated by the commission, each game having a maximum single bet ~~of one hundred dollars~~ AS APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION.

SECTION 3. In Colorado Revised Statutes, section 44-30-702, **amend** (3)(c)(I) as follows:

44-30-702. Revenues attributable to local revisions to gaming limits - extended limited gaming fund - identification - separate administration - distribution – definitions.

(3) From the fund, the state treasurer shall pay:

(c) Of the remaining gaming tax revenues, distributions in the following proportions:

(I) Seventy-eight percent to the state's public community colleges, junior colleges, and local district

colleges to supplement existing state funding for student financial aid programs and classroom instruction programs, including PROGRAMS TO IMPROVE STUDENT RETENTION AND INCREASE CREDENTIAL COMPLETION, AS WELL AS workforce preparation to enhance the growth of the state economy, to prepare Colorado residents for meaningful employment, and to provide Colorado businesses with well-trained employees. The revenue shall be distributed to colleges that were operating on and after January 1, 2008, in proportion to their respective full-time equivalent student enrollments in the previous fiscal year. For purposes of the distribution, the state treasurer shall use the most recent available figures on full-time equivalent student enrollment calculated by the Colorado commission on higher education in accordance with subsection (4)(c) of this section.

SECTION 4. In Colorado Revised Statutes, section 44-30-816, **amend** as follows:

44-30-816. Authorized amount of bets.

The amount of a bet made pursuant to this article 30 shall not be more, ~~than one hundred dollars~~ on the initial bet or subsequent bet, THAN THE AMOUNTS APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION, subject to rules promulgated by the commission.

SECTION 5. In Colorado Revised Statutes, section 44-30-818, **amend** (1) as follows:

44-30-818. Approval of rules for certain games.

(1) Specific rules for blackjack, poker, craps, ~~and~~ roulette, AND SUCH OTHER GAMES AS ARE APPROVED BY THE VOTERS OF CENTRAL, BLACK HAWK, OR CRIPPLE CREEK AT A LOCAL ELECTION HELD IN EACH CITY TO CONTROL THE CONDUCT OF GAMING IN THAT JURISDICTION shall be approved by the commission and clearly posted within plain view of the games.

SECTION 6. These amendments take effect on May 1, 2021.

Proposition EE
Taxes on Nicotine Products

Question:

SHALL STATE TAXES BE INCREASED BY $294,000,000 ANNUALLY BY IMPOSING A TAX ON NICOTINE LIQUIDS USED IN E-CIGARETTES AND OTHER VAPING PRODUCTS THAT IS EQUAL TO THE TOTAL STATE TAX ON TOBACCO PRODUCTS WHEN FULLY PHASED IN, INCREMENTALLY INCREASING THE TOBACCO PRODUCTS TAX BY UP TO 22% OF THE MANUFACTURER'S LIST PRICE, INCREMENTALLY INCREASING THE CIGARETTE TAX BY UP TO 9 CENTS PER CIGARETTE, EXPANDING THE EXISTING CIGARETTE AND TOBACCO TAXES TO APPLY TO SALES TO CONSUMERS FROM OUTSIDE OF THE STATE, ESTABLISHING A MINIMUM TAX FOR MOIST SNUFF TOBACCO PRODUCTS, CREATING AN INVENTORY TAX THAT APPLIES FOR FUTURE CIGARETTE TAX INCREASES, AND INITIALLY USING THE TAX REVENUE PRIMARILY FOR PUBLIC SCHOOL FUNDING TO HELP OFFSET REVENUE THAT HAS BEEN LOST AS A RESULT OF THE ECONOMIC IMPACTS RELATED TO COVID-19 AND THEN FOR PROGRAMS THAT REDUCE THE USE OF TOBACCO AND NICOTINE PRODUCTS, ENHANCE THE VOLUNTARY COLORADO PRESCHOOL PROGRAM AND MAKE IT WIDELY AVAILABLE FOR FREE, AND MAINTAIN THE FUNDING FOR PROGRAMS THAT CURRENTLY RECEIVE REVENUE FROM TOBACCO TAXES, WITH THE STATE KEEPING AND SPENDING ALL OF THE NEW TAX REVENUE AS A VOTER-APPROVED REVENUE CHANGE?

Proposition 113
Adopt Agreement to Elect U.S. President By National Popular Vote

Ballot Title:

Shall the following Act of the General Assembly be approved: An Act concerning adoption of an agreement among the states to elect the President of the United States by national popular vote, being Senate Bill No. 19-042?

Text of Measure:

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

SECTION 1. In Colorado Revised Statutes, **add** part 40 to article 60 of title 24 as follows:

PART 40
AGREEMENT AMONG THE STATES TO ELECT THE
PRESIDENT BY NATIONAL POPULAR VOTE

24-60-4001. Short title. The short title of this part 40 is the "Agreement Among the States to Elect the President by National Popular Vote".

24-60-4002. Execution of agreement. The agreement among the states to elect the President by national popular vote is hereby enacted into law and entered into with all jurisdictions legally joining therein, in the form substantially as follows:

ARTICLE I -- MEMBERSHIP

Any State of the United States and the District of Columbia may become a member of this agreement by enacting this agreement.

ARTICLE II -- RIGHT OF THE PEOPLE IN MEMBER
STATES TO VOTE FOR PRESIDENT AND VICE PRESIDENT

Each member state shall conduct a statewide popular election for President and Vice President of the United States.

ARTICLE III -- MANNER OF APPOINTING
PRESIDENTIAL ELECTORS IN MEMBER STATES

Prior to the time set by law for the meeting and voting by the presidential electors, the chief election official of each member state shall determine the number of votes for each presidential slate in each State of the United States and in the District of Columbia in which votes have been cast in a statewide popular election and shall add such votes together to produce a "national popular vote total" for each presidential slate.

The chief election official of each member state shall designate the presidential slate with the largest national popular vote total as the "national popular vote winner."

The presidential elector certifying official of each member state shall certify the appointment in that official's own state of the elector slate nominated in that state in association with the national popular vote winner.

At least six days before the day fixed by law for the meeting and voting by the presidential electors, each member state shall make a final determination of the number of popular votes cast in the state for each presidential slate and shall communicate an official statement of such determination within 24 hours to the chief election official of each other member state.

The chief election official of each member state shall treat as conclusive an official statement containing the number of popular votes in a state for each presidential slate made by the day established by federal law for making a state's final determination conclusive as to the counting of electoral votes by Congress.

In event of a tie for the national popular vote winner, the presidential elector certifying official of each member state shall certify the appointment of the elector slate nominated in association with the presidential slate receiving the largest number of popular votes within that official's own state.

If, for any reason, the number of presidential electors nominated in a member state in association with the national popular vote winner is less than or greater than that state's number of electoral votes, the presidential candidate on the presidential slate that has been designated as the national popular vote winner shall have the power to nominate the presidential electors for that state and that state's presidential elector certifying official shall certify the appointment of such nominees.

The chief election official of each member state shall immediately release to the public all vote counts or statements of votes as they are determined or obtained.

This article shall govern the appointment of presidential electors in each member state in any year in which this agreement is, on July 20, in effect in states cumulatively possessing a majority of the electoral votes.

ARTICLE IV -- OTHER PROVISIONS

This agreement shall take effect when states cumulatively possessing a majority of the electoral votes have enacted this agreement in substantially the same form and the enactments by such states have taken effect in each state.

Any member state may withdraw from this agreement, except that a withdrawal occurring six months or less before the end of a President's term shall not become effective until a President or Vice President shall have been qualified to serve the next term.

The chief executive of each member state shall promptly notify the chief executive of all other states of when this agreement has been enacted and has taken effect in that official's state, when the state has withdrawn from this agreement, and when this agreement takes effect generally.

This agreement shall terminate if the electoral college is abolished.

If any provision of this agreement is held invalid, the remaining provisions shall not be affected.

ARTICLE V -- DEFINITIONS

For purposes of this agreement,

"Chief executive" shall mean the Governor of a State of the United States or the Mayor of the District of Columbia;

"Elector slate" shall mean a slate of candidates who have been nominated in a state for the position of presidential elector in association with a presidential slate;

"Chief election official" shall mean the state official or body that is authorized to certify the total number of popular votes for each presidential slate;

"Presidential elector" shall mean an elector for President and Vice President of the United States;

"Presidential elector certifying official" shall mean the state official or body that is authorized to certify the appointment of the state's presidential electors;

"Presidential slate" shall mean a slate of two persons, the first of whom has been nominated as a candidate for President of the United States and the second of whom has been nominated as a candidate for Vice President of the United States, or any legal successors to such persons, regardless of whether both names appear on the ballot presented to the voter in a particular state;

"State" shall mean a State of the United States and the District of Columbia; and

"Statewide popular election" shall mean a general election in which votes are cast for presidential slates by individual voters and counted on a statewide basis.

24-60-4003. Reaffirmation of Colorado law. When the agreement among the states to elect the president by national popular vote becomes effective as provided in article IV of the agreement and governs the appointment of presidential electors as provided in article III of the agreement, each presidential elector shall vote for the presidential candidate and, by separate ballot, vice-presidential candidate nominated by the political party or political organization that nominated the presidential elector.

24-60-4004. Conflicting provisions of law. When the agreement among the states to elect the president by national popular vote becomes effective as provided in article IV of the agreement and governs the appointment of presidential electors as provided in article III of the agreement, this part 40 shall supersede any conflicting provisions of Colorado law.

SECTION 2. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 2, 2019, if adjournment sine die is on May 3, 2019); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2020 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Proposition 114
Reintroduction and Management of Gray Wolves

The ballot title below is a summary drafted by the professional staff of the offices of the secretary of state, the attorney general, and the legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado Revised Statutes. The text of the measure that will appear in the Colorado Revised Statutes below was drafted by the proponents of the initiative. The initiated measure is included on the ballot as a proposed change to current law because the proponents gathered the required amount of petition signatures.

Ballot Title:

Shall there be a change to the Colorado Revised Statutes concerning the restoration of gray wolves through their reintroduction on designated lands in Colorado located west of the continental divide, and, in connection therewith, requiring the Colorado parks and wildlife commission, after holding statewide hearings and using scientific data, to implement a plan to restore and manage gray wolves; prohibiting the commission from imposing any land, water, or resource use restrictions on private landowners to further the plan; and requiring the commission to fairly compensate owners for losses of livestock caused by gray wolves?

Text of Measure:

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 33-2-105.8 as follows:

33-2-105.8. Reintroduction of gray wolves on designated lands west of the continental divide - public input in commission development of restoration plan - compensation to owners of livestock - definitions.

(1) The voters of Colorado find and declare that:

(a) Historically, wolves were an essential part of the wild habitat of Colorado but were exterminated and have been functionally extinct for seventy-five years in the state;

(b) The gray wolf is listed as an endangered species on the commission's list of endangered or threatened species;

(c) Once restored to Colorado, gray wolves will help restore a critical balance in nature; and

(d) Restoration of the gray wolf to the state must be designed to resolve conflicts with persons engaged in ranching and farming in this state.

(2) Notwithstanding any provision of state law to the contrary, including section 33-2-105.5 (2), and in order to restore gray wolves to the state, the commission shall:

(a) Develop a plan to restore and manage gray wolves in Colorado, using the best scientific data available;

(b) Hold statewide hearings to acquire information to be considered in developing such plan, including scientific, economic, and social considerations pertaining to such restoration;

(c) Periodically obtain public input to update such plan;

(d) Take the steps necessary to begin reintroductions of gray wolves by December 31, 2023, only on designated lands; and

(e) Oversee gray wolf restoration and management, including the distribution of state funds that are made available to:

(I) Assist owners of livestock in preventing and resolving conflicts between gray wolves and livestock; and

(II) Pay fair compensation to owners of livestock for any losses of livestock caused by gray wolves, as verified pursuant to the claim procedures authorized by sections 33-3-107 to 33-3-110 and, to the extent they are available, from moneys in the wildlife cash fund as provided in section 33-3-107 (2.5).

(3) (a) The commission's plan must comply with section 33-2-105.7 (2), (3), and (4) and must include:

(I) The selection of donor populations of gray wolves;

(II) The places, manner, and scheduling of reintroductions of gray wolves by the division, with such reintroductions being restricted to designated lands;

(III) Details for the restoration and management of gray wolves, including actions necessary or beneficial for establishing and maintaining a self-sustaining population, as authorized by section 33-2-104; and

(IV) Methodologies for determining when the gray wolf population is sustaining itself successfully and when to remove the gray wolf from the list of endangered or threatened species, as provided for in section 33-2-105 (2).

(b) the commission shall not impose any land, water, or resource use restrictions on private landowners in furtherance of the plan.

(4) In furtherance of this section and the expressed intent of voters, the general assembly:

(a) Shall make such appropriations as are necessary to fund the programs authorized and obligations, including fair compensation for livestock losses that are authorized by this section but cannot be paid from moneys in the wildlife cash fund, imposed by this section; and

(b) May adopt such other legislation as will facilitate the implementation of the restoration of gray wolves to Colorado.

(5) As used in this section, unless the context otherwise requires:

(a) "Designated lands" means those lands west of the continental divide in Colorado that the commission determines are consistent with its plan to restore and manage gray wolves.

(b) "Gray wolf" means nongame wildlife of the species *CANIS LUPUS*.

(c) "Livestock" means cattle, horses, mules, burros, sheep, lambs, swine, llama, alpaca, and goats.

(d) "Restore" or "restoration" means any reintroduction, as provided for in section 33-2-105.7 (1)(a), as well as post-release management of the gray wolf in a manner that fosters the species' capacity to sustain itself successfully.

Proposition 115
Prohibit Abortions After 22 Weeks

The ballot title below is a summary drafted by the professional staff of the offices of the secretary of state, the attorney general, and the legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado Revised Statutes. The text of the measure that will appear in the Colorado Revised Statutes below was drafted by the proponents of the initiative. The initiated measure is included on the ballot as a proposed change to current law because the proponents gathered the required amount of petition signatures.

Ballot Title:

Shall there be a change to the Colorado Revised Statutes concerning prohibiting an abortion when the probable gestational age of the fetus is at least twenty-two weeks, and, in connection therewith, making it a misdemeanor punishable by a fine to perform or attempt to perform a prohibited abortion, except when the abortion is immediately required to save the life of the pregnant woman when her life is physically threatened, but not solely by a psychological or emotional condition; defining terms related to the measure including "probable gestational age" and "abortion," and excepting from the definition of "abortion" medical procedures relating to miscarriage or ectopic pregnancy; specifying that a woman on whom an abortion is performed may not be charged with a crime in relation to a prohibited abortion; and requiring the Colorado medical board to suspend for at least three years the license of a licensee whom the board finds performed or attempted to perform a prohibited abortion?

Text of Measure:

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** part 9 to article 6 of title 18 as follows:

Part 9
LATE ABORTIONS PROHIBITED

18-6-901. Declaration of the People.

(1) The people of the State of Colorado find and declare that:

(a) Currently, in the State of Colorado an abortion can be performed at any time during pregnancy.

(b) This initiative would prohibit an abortion after 22 weeks gestational age of the fetus.

18-6-902. Definitions. As used in this Part 9:

(1) "Abortion" means the act of using or prescribing any instrument, medicine, drug, or any other substance, device, or means with the intent to terminate the pregnancy of a woman known to be pregnant or with the intent to kill the unborn

child of a woman known to be pregnant. Such use, prescription, or means is not an abortion if done with the intent to:

(a) Save the life or preserve the health of the embryo or fetus;

(b) Remove a dead embryo or fetus caused by miscarriage; or

(c) Remove an ectopic pregnancy.

(2) "Gestational Age" means the time that has elapsed from the first day of the woman's last menstrual period.

(3) "Probable Gestational Age" means what, in the judgment of the physician using best medical practices, will with reasonable probability be the gestational age of the unborn child at the time an abortion is planned to be performed."

(4) "Twenty-Two Weeks" means twenty-two weeks, zero days gestational age.

18-6-903. Abortion after 22 weeks gestational age prohibited.

(1) **Unlawful Conduct.** Notwithstanding any other provision of law, except as provided in 18-6-903 (3), it is unlawful for any person to intentionally or recklessly perform or attempt to perform an abortion on any other person if the probable gestational age of the fetus is at least 22 weeks.

(2) **Assessment of Gestational Age.** A physician performing or attempting an abortion shall first make a determination of the probable gestational age. In making such a determination, the physician shall make such inquiries of the pregnant woman and perform or cause to be performed such medical examinations and tests as a reasonably prudent physician, knowledgeable about the case and the medical conditions involved, would consider necessary to make an accurate determination of the gestational age.

(3) **Exception.** If, in the reasonable medical judgement of the physician, an abortion is immediately required to save the life of a pregnant woman, rather than an expedited delivery of the living fetus, and if the pregnant woman's life is threatened by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused by or arising from the pregnancy itself, but not including psychological or emotional conditions, such an abortion is not unlawful. In such a situation, a physician may reasonably rely upon an assessment of gestational age made by another physician instead of abiding by the provisions of 18-6-903 (2).

(4) **Penalties.** Any person who intentionally or recklessly performs or Performs or attempts to perform an abortion in violation of this Part 9 is guilty of a Class 1 misdemeanor but may only be subject to punishment by fine and not by jail time.

(5) **No Criminal Penalties For Women.** Awoman on whom an abortion is performed or a person who fills a prescription or provides equipment used in an abortion does not violate this Part 9 and cannot be charged with a crime in connection therewith.

SECTION 2. In Colorado Revised Statutes, 12-240-121, add (1)(nn) as follows:

12-240-121. Unprofessional conduct-definitions. (1) "Unprofessional conduct" as used in this Article 240 means:

(nn) A violation of Section 18-6-903.

SECTION 3. In Colorado Revised Statutes, 12-240-125, **add** (9.5) as follows:

12-240-125. Disciplinary action by board – immunity – rules.

(8.5) If the Board finds a licensee committed unprofessional conduct in violation of Section 12-240-121 (1)(nn), the Board shall suspend the licensee's license for at least three years.

SECTION 4. Effective date-applicability-self-executing. (1) This act takes effect from and after the date of the official declaration of the vote thereon by proclamation of the governor, and applies to offenses committed on or after said date.

(2) The provisions of this initiative are self-executing.

Proposition 116
State Income Tax Rate Reduction

The ballot title below is a summary drafted by the professional staff of the offices of the secretary of state, the attorney general, and the legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado Revised Statutes. The text of the measure that will appear in the Colorado Revised Statutes below was drafted by the proponents of the initiative. The initiated measure is included on the ballot as a proposed change to current law because the proponents gathered the required amount of petition signatures.

Ballot Title:

Shall there be a change to the Colorado Revised Statutes reducing the state income tax rate from 4.63% to 4.55%?

Text of Measure:

Be it enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 39-22-104, **amend** (1.7) as follows:

39-22-104. Income tax imposed on individuals, estates, and trusts - single rate - legislative declaration - definitions - repeal.

(1.7) (a) Except as otherwise provided in section 39-22-627, subject to subsection (2) of this section, with respect to taxable years commencing on or after January 1, 2000, but before January 1, 2020, a tax of four and sixty-three one-hundredths percent is imposed on the federal taxable income, as determined pursuant to section 63 of the internal revenue code, of every individual, estate, and trust.

(b) Except as otherwise provided in section 39-22-627, subject to subsection (2) of this section, with respect to taxable years commencing on or after January 1, 2020, a tax of four and fifty-five one-hundredths percent is imposed on the federal taxable income, as determined pursuant to section 63 of the internal revenue code, of every individual, estate, and trust.

SECTION 2. In Colorado Revised Statutes, 39-22-301, **amend** (1)(d)(I)(I); and **add** (1)(d)(I)(J) as follows:

39-22-301. Corporate tax imposed. (1) (d) (I) A tax is imposed upon each domestic C corporation and foreign C corporation doing business in Colorado annually in an amount of the net income of

such C corporation during the year derived from sources within Colorado as set forth in the following schedule of rates:

(I) Except as otherwise provided in section 39-22-627, for income tax years commencing on or after January 1, 2000, BUT BEFORE JANUARY 1, 2020, four and sixty-three one-hundredths percent of the Colorado net income;

(J) EXCEPT AS OTHERWISE PROVIDED IN SECTION 39-22-627, FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2020, FOUR AND FIFTY-FIVE ONE-HUNDREDTHS PERCENT OF THE COLORADO NET INCOME.

SECTION 3 In Colorado Revised Statutes, 39-22-604, **amend** (18)(a) introductory portion and (18)(b) as follows:

39-22-604. Withholding tax - requirement to withhold – tax lien - exemption from lien - definitions. (18) (a) Any person who makes a payment for services to any natural person that is not otherwise subject to state income tax withholding but that requires an information return, including but not limited to any payment for which internal revenue service form 1099-B, 1099-DIV, 1099-INT, 1099-MISC, 1099-OID, or 1099-PATR, the issuance of any of which allows taxpayer identification number verification through the taxpayer identification number matching program administered by the internal revenue service, or any other version of form 1099 is required, shall deduct and withhold state income tax at the rate of ~~four and sixty-three one-hundredths percent~~ SET FORTH IN SECTION 39-22-104 OR 39-22-301 if the person who performed the services:

(b) Any person other than a natural person and any natural person who in the course of conducting a trade or business as a sole proprietor makes any payment for services to a natural person that is not reported on any information return shall deduct and withhold state income tax at the rate of ~~four and sixty-three one-hundredths percent~~ SET FORTH IN SECTION 39-22-104, unless the employer making payment has a validated taxpayer identification number from the person to whom payment is made.

SECTION 4. Effective date. THIS ACT SHALL TAKE EFFECT UPON PROCLAMATION BY THE GOVERNOR.

Proposition 117
Voter Approval for Certain New State Enterprises

The ballot title below is a summary drafted by the professional staff of the offices of the secretary of state, the attorney general, and the legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado Revised Statutes. The text of the measure that will appear in the Colorado Revised Statutes below was drafted by the proponents of the initiative. The initiated measure is included on the ballot as a proposed change to current law because the proponents gathered the required amount of petition signatures.

Ballot Title:

Shall there be a change to the Colorado Revised Statutes requiring statewide voter approval at the next even-year election of any newly created or qualified state enterprise that is exempt from the Taxpayer's Bill of Rights, Article X, Section 20 of the Colorado constitution, if the projected or actual combined revenue from fees and surcharges of the enterprise, and all other enterprises created within the last five years that serve primarily the same purpose, is greater than $100 million within the first five fiscal years of the creation or qualification of the new enterprise?

Text of Measure:

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, add 24-77-108 as follows:

24-77-108. Creation of a new fee-based Enterprise. In order to provide transparency and oversight to government mandated fees the People of the State of Colorado find and declare that:

(1) After January 1, 2021, any state enterprise qualified or created, as defined under Colo.Const. Art. X, section 20(2)(d) with projected or actual revenue from fees and surcharges of over $100,000,000 total in its first five fiscal years must be approved at a statewide general election. Ballot titles for enterprises shall begin, "SHALL AN ENTERPRISE BE CREATED TO COLLECT REVENUE TOTALING (full dollar collection for first five fiscal years) IN ITS FIRST FIVE YEARS...?"

(2) Revenue collected for enterprises created simultaneously or within the five preceding years serving primarily the same purpose shall be aggregated in calculating the applicability of this section.

Proposition 118
Paid Family and Medical Leave Insurance Program

The ballot title below is a summary drafted by the professional staff of the offices of the secretary of state, the attorney general, and the legal staff for the general assembly for ballot purposes only. The ballot title will not appear in the Colorado Revised Statutes. The text of the measure that will appear in the Colorado Revised Statutes below was drafted by the proponents of the initiative. The initiated measure is included on the ballot as a proposed change to current law because the proponents gathered the required amount of petition signatures.

Ballot Title:

Shall there be a change to the Colorado Revised Statutes concerning the creation of a paid family and medical leave program in Colorado, and, in connection therewith, authorizing paid family and medical leave for a covered employee who has a serious health condition, is caring for a new child or for a family member with a serious health condition, or has a need for leave related to a family member's military deployment or for safe leave; establishing a maximum of 12 weeks of family and medical leave, with an additional 4 weeks for pregnancy or childbirth complications, with a cap on the weekly benefit amount; requiring job protection for and prohibiting retaliation against an employee who takes paid family and medical leave; allowing a local government to opt out of the program; permitting employees of such a local government and self-employed individuals to participate in the program; exempting employers who offer an approved private paid family and medical leave plan; to pay for the program, requiring a premium of 0.9% of each employee's wages, up to a cap, through December 31, 2024, and as set thereafter, up to 1.2% of each employee's wages, by the director of the division of family and medical leave insurance; authorizing an employer to deduct up to 50% of the premium amount from an employee's wages and requiring the employer to pay the remainder of the premium, with an exemption for employers with fewer than 10 employees; creating the division of family and medical leave insurance as an enterprise within the department of labor and employment to administer the program; and establishing an enforcement and appeals process for retaliation and denied claims?

Titles and Text

Text of Measure:

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** part 4 to article 13.3 of title 8 as follows:

8-13.3-401. Short title. This part 4 shall be known and may be cited as the "Paid Family and Medical Leave Insurance Act".

8-13.3-402. Purposes and findings. The people of the state of Colorado hereby find and declare that:

(1) Workers in Colorado experience a variety of personal and family caregiving obligations, but it can be difficult or impossible to adequately respond to those needs without access to paid leave.

(2) Access to paid family and medical leave insurance helps employers in Colorado by reducing turnover, recruiting workers, and promoting a healthy business climate, while also ensuring that smaller employers can compete with larger employers by providing paid leave benefits to their workers through an affordable insurance program.

(3) Paid family and medical leave insurance will also provide a necessary safety net for all Colorado workers when they have personal or family caregiving needs, including low-income workers living paycheck to paycheck who are disproportionately more likely to lack access to paid leave and least able to afford unpaid leave.

(4) Due to the need to provide paid time off to Colorado workers to address family and medical needs, such as the arrival of a new child, military family needs, and a personal or a family member's serious health condition, including the effects of domestic violence and sexual assault, it is necessary to create a statewide paid family and medical leave insurance enterprise and to authorize the enterprise to:

(a) Collect insurance premiums from employers and employees at rates reasonably calculated to defray the costs of providing the program's leave benefits to workers; and

(b) Receive and expend revenues generated by the premiums and other moneys, issue revenue bonds and other obligations, expend revenues generated by the premiums to pay family and medical leave insurance benefits and associated administrative and program costs, and exercise other powers necessary and appropriate to carry out its purposes.

(5) The fiscal approach of this part 4 has been informed by the experience of other state family and medical leave insurance programs, modeling based on the Colorado workforce, and input from a variety of stakeholders in Colorado.

(6) The creation of a statewide paid family and medical leave insurance enterprise is in the public interest and will promote the health, safety, and welfare of all Coloradans, while also encouraging an entrepreneurial atmosphere and economic growth.

8-13.3-403. Definitions. as used in this part 4, unless the context otherwise requires:

(1) "Application year" means the 12-month period beginning on the first day of the calendar week in which an individual files an application for family and medical leave insurance benefits.

(2) "Average weekly wage" means one-thirteenth of the wages paid during the quarter of the covered individual's base period, as defined in section 8-70-103 (2), or alternative base period, as defined in section 8-70-103 (1.5), in which the total wages were highest. For purposes of calculating average weekly wage, wages include, but are not limited to, salary, wages, tips, commissions, and other compensation as determined by the director by rule.

(3) "Covered individual" means any person who:

(a)(I) Earned at least $2,500 in wages subject to premiums under this part 4 during the person's base period, as defined in section 8-70-103 (2), or alternative base period, as defined in section 8-70-103 (1.5); or

(II) Elects coverage and meets the requirements of section 8-13.3-414;

(b) Meets the administrative requirements outlined in this part 4 and in regulations; and

(c) Submits an application with a claim for benefits pursuant to section 8-13.3-416(6)(d).

(4) "Director" means the director of the division.

(5) "Division" means the division of family and medical leave insurance created in section 8-13.3-408.

(6) "Domestic violence" means any conduct that constitutes "domestic violence" as set forth in section 18-6-800.3(1) or section 14-10-124 (1.3)(a) or "domestic abuse" as set forth in section 13-14-101(2).

(7) "Employee" means any individual, including a migratory laborer, performing labor or services for the benefit of another, irrespective of whether the common-law relationship of master and servant exists. For the purposes of this part 4, an individual primarily free from control and direction in the performance of the labor or services, both under the individual's contract for the performance of the labor or services and in fact, and who is customarily engaged in an independent trade, occupation, profession, or business related to the labor or services performed is not an "employee." "Employee" does not include an "employee" as defined by 45 U.S.C. section 351(d) who is subject to the federal "Railroad Unemployment Insurance Act," 45 U.S.C. section 351 et seq.

(8)(a) "Employer" means any person engaged in commerce or an industry or activity affecting commerce that:

(I) Employs at least one person for each working day during each of twenty or more calendar workweeks in the current or immediately preceding calendar year; or

(II) Paid wages of one thousand five hundred dollars or more during any calendar quarter in the preceding calendar year.

(b) "Employer" includes:

(I) A person who acts, directly or indirectly, in the interest of an employer with regard to any of the employees of the employer;

(II) A successor in interest of an employer that acquires all of the organization, trade, or business or substantially all of the assets of one or more employers; and

(III) The state or a political subdivision of the state.

(c) "Employer" does not include the federal government.

(9) "Family and medical leave insurance benefits" or "benefits" means the benefits provided under the terms of this part 4.

(10) "Family and medical leave insurance program" or "program" means the program created in section 8-13.3-416.

(11) "Family member" means:

(a) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the covered individual stands in loco parentis, or a person to whom the covered individual stood in loco parentis when the person was a minor;

(b) A biological, adoptive or foster parent, stepparent or legal guardian of a covered individual or covered individual's spouse or domestic partner or a person who stood in loco parentis when the covered individual or covered individual's spouse or domestic partner was a minor child;

(c) A person to whom the covered individual is legally married under the laws of any state, or a domestic partner of a covered individual as defined in section 24-50-603 (6.5);

(d) A grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the covered individual or covered individual's spouse or domestic partner; or

(e) As shown by the covered individual, any other individual with whom the covered individual has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

(12) "Fund" means the family and medical leave insurance fund created in section 8-13.3-418.

(13) "Health care provider" means any person licensed, certified, or registered under federal or Colorado law to provide medical or emergency services, including, but not limited to, physicians, doctors, nurses, emergency room personnel, and midwives.

(14) "Local government" has the same meaning as set forth in section 29-1-304.5(3)(b).

(15) "Paid family and medical leave" means leave taken from employment in connection with family and medical leave insurance benefits under this part 4.

(16) "Qualifying exigency leave" means leave based on a need arising out of a covered individual's family member's active duty service or notice of an impending call or order to active duty in the armed forces, including, but not limited to, providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

(17) "Retaliatory personnel action" means denial of any right guaranteed under this part 4, including, but not limited to, any threat, discharge, suspension, demotion, reduction

of hours, or any other adverse action against an employee for the exercise of any right guaranteed in this part 4. "Retaliatory personnel action" also includes interference with or punishment for in any manner participating in or assisting an investigation, proceeding, or hearing under this part 4.

(18) "Safe leave" means any leave because the covered individual or the covered individual's family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse. Safe leave under this part 4 applies if the covered individual is using the leave from work to protect the covered individual or the covered individual's family member by:

(a) Seeking a civil protection order to prevent domestic violence pursuant to sections 13-14-104.5, 13-14-106, or 13-14-108;

(b) Obtaining medical care or mental health counseling or both for himself or herself or for his or her children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse;

(c) Making his or her home secure from the perpetrator of the act of domestic violence, stalking, or sexual assault or abuse, or seeking new housing to escape said perpetrator; or

(d) Seeking legal assistance to address issues arising from the act of domestic violence, stalking, or sexual assault or abuse, or attending and preparing for court- related proceedings arising from said act or crime.

(19) "Serious health condition" is an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

(20) "Sexual assault or abuse" means any offense as described in section 16-11.7-102 (3), or sexual assault, as described in section 18-3-402, committed by any person against another person regardless of the relationship between the actor and the victim.

(21) "Stalking" means any act as described in section 18-3-602.

(22) "State average weekly wage" means the state average weekly wage determined in accordance with section 8-47-106.

8-13.3-404. Eligibility. Beginning January 1, 2024, an individual has the right to take paid family and medical leave, and to receive family and medical leave insurance benefits while taking paid family and medical leave, if the individual:

(1) Meets the definition of "covered individual" under section 8-13.3-403 (3); and

(2) Meets one of the following requirements:

(a) Because of birth, adoption or placement through foster care, is caring for a new child during the first year after the birth, adoption or placement of that child;

(b) Is caring for a family member with a serious health condition;

(c) Has a serious health condition;

(d) Because of any qualifying exigency leave;

(e) Has a need for safe leave.

8-13.3-405. Duration. (1) The maximum number of weeks for which a covered individual may take paid family and medical leave and for which family and medical leave insurance benefits are payable for any purpose, or purposes in aggregate, under section 8-13.3-404 (2) in an application year is 12 weeks; except that benefits are payable up to an additional four weeks to a covered individual with a serious health condition related to pregnancy complications or childbirth complications.

(2) The first payment of benefits shall be made to an individual within two weeks after the claim is filed, and subsequent payments shall be made every two weeks thereafter.

(3) A covered individual may take intermittent leave in increments of either one hour or shorter periods if consistent with the increments the employer typically uses to measure employee leave, except that benefits are not payable until the covered individual accumulates at least eight hours of family and medical leave insurance benefits.

(4) The covered individual shall make a reasonable effort to schedule paid family and medical leave under this part 4 so as not to unduly disrupt the operations of the employer.

(5) In any case in which the necessity for leave under this part 4 is foreseeable, an employee shall provide notice to the individual's employer with not less than 30 days' notice before the date the leave is to begin of the individual's intention to take leave under this part 4. If the necessity for leave is not foreseeable or providing 30 days' notice is not possible, the individual shall provide the notice as soon as practicable.

(6) Nothing in this section entitles a covered individual to more leave than required under this section.

8-13.3-406. Amount of benefits. (1) The amount of family and medical leave insurance benefits shall be determined as follows:

(a) The weekly benefit shall be determined as follows:

(I) The portion of the covered individual's average weekly wage that is equal to or less than 50 percent of the state average weekly wage shall be replaced at a rate of 90 percent; and

(II) The portion of the covered individual's average weekly wage that is more than 50 percent of the state average weekly wage shall be replaced at a rate of 50 percent.

(b) The maximum weekly benefit is 90 percent of the state average weekly wage, except that for paid family and medical leave beginning before January 1, 2025, the maximum weekly benefit is 1,100 dollars.

(2) The division shall calculate a covered individual's weekly benefit amount based on the covered individual's average weekly wage earned from the job or jobs from which the covered individual is taking paid family and medical leave, up to the maximum total benefit established in section 8-13.3-406 (1)(b). If a covered individual taking paid family and medical leave from a job continues working at an additional job or jobs during this time, the division shall not consider the covered individual's average weekly wage earned from the additional job or jobs when calculating the covered individual's weekly benefit amount.

A covered individual with multiple jobs may elect whether to take leave from one job or multiple jobs.

8-13.3-407. Premiums. (1) Payroll premiums shall be authorized in order to finance the payment of family and medical leave insurance benefits under this part 4, and administration of the family and medical leave insurance program.

(2) Beginning on January 1, 2023, for each employee, an employer shall remit to the fund established under section 8-13.3-418 premiums in the form and manner determined by the division.

(3) (a) From January 1, 2023, through December 31, 2024, the premium amount is nine-tenths of one percent of wages per employee.

(b) For the 2025 calendar year, and each calendar year thereafter, the director shall set the premium based on a percent of employee wages and at the rate necessary to obtain a total amount of premium contributions equal to one hundred thirty-five percent of the benefits paid during the immediately preceding calendar year plus an amount equal to one hundred percent of the cost of administration of the payment of those benefits during the immediately preceding calendar year, less the amount of net assets remaining in the fund as of December 31 of the immediately preceding calendar year. The premium shall not exceed one and two tenths of a percent of wages per employee. The division shall provide public notice in advance of January first of any changes to the premium.

(4) (a) A self-employed individual who elects coverage under section 8-13.3-414 shall pay only 50 percent of the premium required for an employee by section 8-13.3-407(3) on that individual's income from self-employment.

(b) An employee of a local government who elects coverage under section 8-13.3-414 shall pay only 50 percent of the premium required for an employee by section 8-13.3-407(3) on that employee's income from that local government employment.

(c) An employee of a local government or a self-employed person who elects coverage under section 8-13.3-414 shall remit the premium amount required by this subsection directly to the division, in the form and manner required by the director by rule.

(5) An employer with 10 or more employees may deduct up to 50 percent of the premium required for an employee by section 8-13.3-407 (3) from that employee's wages and shall remit 100 percent of the premium required by section 8-13.3-407(3) to the fund. An employer with fewer than 10 employees may deduct up to 50 percent of the premium required for an employee by section 8-13.3-407(3) from that employee's wages and shall remit 50 percent of the premium required by section 8-13.3-407(3) to the fund.

(6) Premiums shall not be required for employees' wages above the contribution and benefit base limit established annually by the federal social security administration for purposes of the Federal Old-Age, Survivors, and Disability Insurance program limits pursuant to 42 U.S.C. section 430.

(7) The premiums collected under this part 4 are used exclusively for the payment of Family and medical leave insurance benefits and the administration of the program. Premiums established under this section are fees and not taxes.

(8) An employer with an approved private plan under section 8-13.3-421 shall not be required to remit premiums under this section to the fund.

(9) Notwithstanding section 8-13.3-407(2), if a local government has declined participation in the program in accordance with section 8-13.3-422:

(a) The local government is not required to pay the premiums imposed in this section or collect premiums from employees who have elected coverage pursuant to section 8-13.3-414; and

(b) An employee of the local government is not required to pay the premiums imposed in this section unless the employee has elected coverage pursuant to section 8-13.3- 414.

8-13.3-408. Division of family and medical leave insurance. (1) There is hereby created in the department of labor and employment the division of family and medical leave insurance, the head of which is the director of the division.

(2)(a) The division constitutes an enterprise for purposes of section 20 of article X of the Colorado constitution, as long as the division retains authority to issue revenue bonds and the division receives less than ten percent of its total annual revenues in grants, as defined in section 24-77-102(7), from all Colorado state and local governments combined. For as long as it constitutes an enterprise pursuant to this section, the division is not subject to section 20 of article X of the Colorado constitution.

(b) The enterprise established pursuant to this section has all the powers and duties authorized by this part 4 pertaining to family and medical leave insurance benefits. The fund constitutes part of the enterprise established pursuant to this section.

(c) Nothing in this section limits or restricts the authority of the division to expend its revenues consistent with this part 4.

(d) The division is hereby authorized to issue revenue bonds for the expenses of the division, which bonds may be secured by any revenues of the division. Revenue from the bonds issued pursuant to this subsection shall be deposited into the fund.

8-13.3-409. Leave and employment protection. (1) Any covered individual who has been employed with the covered individual's current employer for at least 180 days prior to the commencement of the covered individual's paid family and medical leave who exercises the covered individual's right to family and medical leave insurance benefits shall be entitled, upon return from that leave, to be restored by the employer to the position held by the covered individual when the leave commenced, or to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Nothing in this section entitles any restored employee to:

(a) The accrual of any seniority or employment benefits during any period of leave; or

(b) Any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave. Nothing in this section relieves an employer of any obligation under a collective bargaining agreement.

(2) During any paid family and medical leave taken pursuant to this part 4, the employer shall maintain any health care benefits the covered individual had prior to taking such leave for the duration of the leave as if the covered individual had continued in employment continuously from the date the individual commenced the leave until the date the family and medical leave insurance benefits terminate. The covered individual shall continue to pay the covered individual's share of the cost of health benefits as required prior to the commencement of the leave.

(3) It is unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this part 4.

(4) An employer, employment agency, employee organization or other person shall not take retaliatory personnel action or otherwise discriminate against a person because the individual exercised rights protected under this part 4. Such rights include, but are not limited to, the right to: request, file for, apply for or use benefits provided for under this part 4; take paid family and medical leave from work under this part 4; communicate to the employer or any other person or entity an intent to file a claim, a complaint with the division or courts, or an appeal; testify or assist in any investigation, hearing or proceeding under this part 4, at any time, including during the period in which the person receives family and medical leave insurance benefits under this part 4; inform any person about any employer's alleged violation of this part 4; and inform any person of his or her rights under this part 4.

(5) It is unlawful for an employer to count paid family and medical leave taken under this part 4 as an absence that may lead to or result in discipline, discharge, demotion, suspension or any other adverse action.

(6) (a) An aggrieved individual under this section may bring a civil action in a court of competent jurisdiction.

(b) An employer who violates this section is subject to the damages and equitable relief available under 29 U.S.C. section 2617(a)(1).

(c) Except as provided in section 8-13.3-409 (6)(d), a claim brought in accordance with this section must be filed within two years after the date of the last event constituting the alleged violation for which the action is brought.

(d) In the case of such action brought for a willful violation of this section, such action may be brought within 3 years of the date of the last event constituting the alleged violation for which such action is brought.

(7) The director, by rule, shall establish a fine structure for employers who violate this section, with a maximum fine of $500 per violation. The director shall transfer any fines collected pursuant to this section to the state treasurer for deposit in the fund. The director, by rule, shall establish a process for the determination, Assessment, and appeal of fines under this subsection.

(8) This section does not apply to an employee of a local government that has elected coverage pursuant to section 8-13.3-414.

8-13.3-410. Coordination of benefits. (1)(a) Leave taken with wage replacement under this part 4 that also qualifies as leave under the "Family and Medical Leave Act," as amended, Pub. L. 103-3, codified at 29 U.S.C. sec. 2601 et. seq., or part 2 of article 13.3 of title 8 runs concurrently with leave taken under the "Family and Medical Leave Act" or part 2 of article 13.3 of title 8, as applicable.

(b) An employer may require that payment made or paid family and medical leave taken under this part 4 be made or taken concurrently or otherwise coordinated with payment made or leave allowed under the terms of a disability policy, including a disability policy contained within an employment contract, or a separate bank of time off solely for the purpose of paid family and medical leave under this part 4, as applicable. The employer shall give its employees written notice of this requirement.

(c) Notwithstanding section 8-13.3-410 (1)(b), under no circumstances shall an employee be required to use or exhaust any accrued vacation leave, sick leave, or other paid time off prior to or while receiving family and medical leave insurance benefits under this part 4. However, an employee and an employer may mutually agree that the employee may use any accrued vacation leave, sick leave, or other paid time off while receiving family and medical leave insurance benefits under this part 4, unless the aggregate amount a covered individual would receive would exceed the covered individual's average weekly wage. Nothing in this subsection requires an employee to receive or use, or an employer to provide, additional paid time off as described in this subsection.

(2)(a) This part 4 does not diminish:

(I) The rights, privileges, or remedies of an employee under a collective bargaining agreement, employer policy, or employment contract;

(II) An employer's obligation to comply with a collective bargaining agreement, employer policy, or employment contract, as applicable, that provides greater leave than provided under this part 4; or

(III) Any law that provides greater leave than provided under this part 4.

(b) After the effective date of this part 4, an employer policy adopted or retained shall not diminish an employee's right to benefits under this part 4. Any agreement by an employee to waive the employee's rights under this part 4 is void as against public policy.

(3) The director shall determine by rule the interaction of benefits or coordination of leave when a covered individual is concurrently eligible for paid family and medical leave and benefits under this part 4 with:

(a) Leave pursuant to section 24-34-402.7; or

(b) Workers' compensation benefits under article 42 of title 8.

8-13.3-411. Notice. The division shall develop a program notice that details the program requirements, benefits, claims process, payroll deduction requirements, the right to job protection and benefits continuation under section 8-13.3-409, protection against retaliatory personnel actions or other discrimination, and other pertinent program information. Each employer shall post the program notice in a prominent location in the workplace and notify its employees of the program, in writing, upon hiring and upon learning of an employee experiencing an event that triggers eligibility pursuant to section 8-13.3-404. The division shall provide the information required by this section in a manner that is culturally competent and linguistically appropriate.

8-13.3-412. Appeals. (1) The director shall establish a system for administrative review and determination of claims, and appeal of such determinations, including denial of family and medical leave insurance benefits. In establishing such system, the director may utilize any and all procedures and appeals mechanisms established under sections 8-4-111.5(5), 8-74-102, and 8-74-103.

(2) Judicial review of any decision with respect to family and medical leave insurance benefits under this section is permitted in a court of competent jurisdiction after a covered individual aggrieved thereby has exhausted all administrative remedies established by the director. If a covered individual files a civil action in a court of competent jurisdiction to enforce a judgment made under this section, any filing fee under article 32 of title 13 shall be waived.

8-13.3-413. Erroneous payments and disqualification for benefits. (1) A covered individual is disqualified from family and medical leave insurance benefits for one year if the individual is determined by the director to have willfully made a false statement or misrepresentation regarding a material fact, or willfully failed to report a material fact, to obtain benefits under this part 4.

(2) If family and medical leave insurance benefits are paid erroneously or as a result of willful misrepresentation, or if a claim for family and medical leave insurance benefits is rejected after benefits are paid, the division may seek repayment of benefits from the recipient. The director shall exercise his or her discretion to waive, in whole or in part, the amount of any such payments where the recovery would be against equity and good conscience.

8-13.3-414. Elective coverage. (1) An employee of a local government that has declined participation in the program pursuant to section 8-13.3-422 or a self-employed person, including an independent contractor, sole proprietor, partner or joint venturer, may elect coverage under this part 4 for an initial period of not less than three years. The self-employed person or employee of a local government must file a notice of election in writing with the director, as required by the division. The election becomes effective on the date of filing the notice. As a condition of election, the self-employed person or employee of a local government must agree to supply any information concerning income that the division deems necessary.

(2) A self-employed person or an employee of a local government who has elected coverage may withdraw from coverage within 30 days after the end of the three-year period of coverage, or at such other times as the director may prescribe by rule, by filing written notice with the director, such withdrawal to take effect not sooner than 30 days after filing the notice.

8-13.3-415. Reimbursement of advance payments. (1) Except as provided in section 8-13.3-415 (2), if an employer has made advance payments to an employee that are equal to or greater than the amount required under this part 4, during any period of paid family and medical leave for which such employee is entitled to the benefits provided by this part 4, the employer is entitled to be reimbursed by the fund out of any benefits due or to become due for the existing paid family and medical leave, if the claim for reimbursement is filed with the fund prior to the fund's payment of the benefits to the employee.

(2) If an employer that provides family and medical leave insurance benefits through a private plan approved pursuant to section 8-13.3-421 makes advance payments to an employee that are equal to or greater than the amount required under this part 4, during any period of paid family and medical leave for which such employee is entitled to the benefits provided by this part 4, the entity that issued the private plan shall reimburse the employer out of any benefits due or to become due for the existing paid family and medical leave, if the claim for reimbursement is filed with the entity that issued the private plan prior to the private plan's payment of the benefits under the private plan to the employee.

(3) The director, by rule, shall establish a process for reimbursements under this section.

8-13.3-416. Family and medical leave insurance program. (1) By January 1, 2023, the division shall establish and administer a family and medical leave insurance program and begin collecting premiums as specified in this part 4. By January 1, 2024, the division shall start receiving claims from and paying family and medical leave insurance benefits to covered individuals.

(2) The division shall establish reasonable procedures and forms for filing claims for benefits under this part 4 and shall specify what supporting documentation is necessary to support a claim for benefits, including any documentation required from a health care provider for proof of a serious health condition and any documentation required by the division with regards to a claim for safe leave.

(3) The division shall notify the employer within five business days of a claim being filed pursuant to this part 4.

(4) The division shall use information sharing and integration technology to facilitate the disclosure of relevant information or records so long as an individual consents to the disclosure as required under state law.

(5) Information contained in the files and records pertaining to an individual under this part 4 are confidential and not open to public inspection, other than to public employees in the performance of their official duties. However, the individual or an authorized representative of an individual may review the records or receive specific information from the records upon the presentation of the individual's signed authorization.

(6) The director shall adopt rules as necessary or as specified in this part 4 to implement and administer this part 4. The director shall adopt rules including, but not limited to:

(a) Confidentiality of information related to claims filed or appeals taken;

(b) Guidance on the factors used to determine whether an individual is a covered individual's family member;

(c) The form and manner of filing claims for benefits and providing related documentation pursuant to section 8-13.3-416 (2); and

(d) The form and manner of submitting an application with a claim for benefits to the division or to the entity that issued a private plan approved pursuant to section 8-13.3-421.

(7) Initial rules and regulations necessary for implementation of this part 4 shall be adopted by the director and promulgated by January 1, 2022.

8-13.3-417. Income Tax. (1) If the internal revenue service determines that family and medical leave insurance benefits under this part 4 are subject to federal income tax, the division or a private plan approved under section 8-13.3-421 shall inform an individual filing a new claim for family and medical leave insurance benefits, at the time of filing such claim, that:

(a) The internal revenue service has determined that benefits are subject to federal income tax; and

(b) Requirements exist pertaining to estimated tax payments.

(2) Benefits received pursuant to this part 4 are not subject to state income tax.

(3) The director, in consultation with the department of revenue, shall issue rules regarding tax treatment and related procedures regarding family and medical leave insurance benefits, as well as the sharing of necessary information between the division and the department of revenue.

8-13.3-418. Family and medical leave insurance fund – establishment and investment. (1) There is hereby created in the state treasury the family and medical leave insurance fund. The fund consists of premiums paid pursuant to section 8-13.3-407 and revenues from revenue bonds issued in accordance with section 8-13.3-408(2)(d). Money in the fund may be used only to pay revenue bonds; to reimburse employers who pay family and medical leave insurance benefits directly to employees in accordance with section 8-13.3-415(1); and to pay benefits under, and to administer, the program pursuant to this part 4, including technology costs to administer the program and outreach services developed under section 8-13.3-420. Interest earned on the investment of money in the fund remains in the fund. Any money remaining in the fund at the end of a fiscal year remains in the fund and does not revert to the general fund or any other fund. State money in the fund is continuously appropriated to the division for the purpose of this section. The general assembly shall not appropriate money from the fund for the general expenses of the state.

(2) The division may seek, accept, and expend gifts, grants, and donations, including program-related investments and community reinvestment funds, to finance the costs of establishing and implementing the program.

8-13.3-419. Reports. Notwithstanding section 24-1-136 (11)(a)(I), beginning January 1, 2025, the division shall submit a report to the legislature by April 1 of each year that includes, but is not limited to, projected and actual program participation by section 8-13.3-404(2) purpose, gender of beneficiary, average weekly wage of beneficiary, other demographics of beneficiary as determined by the division, premium rates, fund balances, outreach efforts, and, for leaves taken under section 8-13.3- 404(2)(b), family members for whom leave was taken to provide care.

8-13.3-420. Public education. By July 1, 2022, and for as long as the program continues, the division shall develop and implement outreach services to educate the public about the family and medical leave insurance program and availability of paid family and medical leave and benefits under this part 4 for covered individuals. The division shall provide the information required by this section in a manner that is culturally competent and linguistically appropriate. The division may, on its own or through a contract with an outside vendor, use a portion of the money in the fund to develop, implement, and administer outreach services.

8-13.3-421. Substitution of private plans. (1) Employers may apply to the division for approval to meet their obligations under this part 4 through a private plan. In order to be approved, a private plan must confer all of the same rights, protections and benefits provided to employees under this part 4, including, but not limited to:

(a) Allowing family and medical leave insurance benefits to be taken for all purposes specified in section 8-13.3-404(2);

(b) Providing family and medical leave insurance benefits to a covered individual for any of the purposes, including multiple purposes in the aggregate, as set forth in section 8-13.3-404(2), for the maximum number of weeks required in section 8-13.3-405(1) in a benefit year;

(c) Allowing family and medical leave insurance benefits under section 8-13.3-404(2)(b) to be taken to care for any family member;

(d) Allowing family and medical leave insurance benefits under section 8-13.3-404(2)(c) to be taken by a covered individual with any serious health condition;

(e) Allowing family and medical leave insurance benefits under section 8-13.3-404(2)(e) to be taken for any safe leave purposes;

(f) Providing a wage replacement rate for all family and medical leave insurance benefits of at least the amount required by section 8-13.3-406(1)(a);

(g) Providing a maximum weekly benefit for all family and medical leave insurance benefits of at least the amount specified in section 8-13.3-406(1)(b);

(h) Allowing a covered individual to take intermittent leave as authorized by section 8-13.3-405(3);

(i) Imposing no additional conditions or restrictions on family and medical leave insurance benefits, or paid family and medical leave taken in connection therewith, beyond those explicitly authorized by this part 4 or regulations issued pursuant to this part 4;

(j) Allowing any employee covered under the private plan who is eligible for family and medical leave insurance benefits under this part 4 to receive benefits and take paid family and medical leave under the private plan; and

(k) Providing that the cost to employees covered by a private plan shall not be greater than the cost charged to employees under the state plan under section 8-13.3-407.

(2) In order to be approved as meeting an employer's obligations under this part 4, a private plan must also comply with the following provisions:

(a) If the private plan is in the form of self-insurance, the employer must furnish a bond to the state, with some surety company authorized to transact business in the state, in the form, amount, and manner required by the division;

(b) The plan must provide for all eligible employees throughout their period of employment; and

(c) If the plan is in the form of a third party that provides for insurance, the forms of the policy must be issued by an insurer approved by the state.

(3) The division shall withdraw approval for a private plan granted under section 8-13.3-421(1) when terms or conditions of the plan have been violated. Causes for plan termination shall include, but not be limited to, the following:

(a) Failure to pay benefits;

(b) Failure to pay benefits timely and in a manner consistent with this part 4;

(c) Failure to maintain an adequate surety bond under section 8-13.3-421(2)(a);

(d) Misuse of private plan money;

(e) Failure to submit reports or comply with other compliance requirements as required by the director by rule; or

(f) Failure to comply with this part 4 or the regulations promulgated pursuant to this part 4.

(4) An employee covered by a private plan approved under this section shall retain all applicable rights under section 8-13.3-409.

(5) A contested determination or denial of family and medical leave insurance benefits by a private plan is subject to appeal before the division and any court of competent jurisdiction as provided by section 8-13.3-412.

(6) The director, by rule, shall establish a fine structure for employers and entities offering private plans that violate this section, with a maximum fine of $500 per violation. The director shall transfer any fines collected pursuant to this subsection to the state treasurer for deposit into the fund. The director, by rule, shall establish a process for the determination, assessment, and appeal of fines under this subsection.

(7) The director shall annually determine the total amount expended by the division for costs arising out of the administration of private plans. Each entity offering a private plan pursuant to this section shall reimburse the division for the costs arising out of the private plans in the amount, form, and manner determined by the director by rule. The director shall transfer payments received pursuant to this section to the state treasury for deposit in the fund.

8-13.3-422. Local government employers' ability to decline participation in program - rules.
(1) A local government may decline participation in the family and medical leave insurance program in the form and manner determined by the director by rule.

(2) An employee of a local government that has declined participation in the program in accordance with this section may elect coverage as specified in section 8-13.3-414.

(3) The director shall promulgate reasonable rules for the implementation of this section. At a minimum, the rules must include:

(a) The process by which a local government may decline participation in the program;

(b) The process by which a local government that has previously declined participation in the program may subsequently elect coverage in the program; and

(c) The notice that a local government is required to provide its employees regarding whether the local government is participating in the program, the ability of the employees of a local government that has declined participation to elect coverage pursuant to section 8-13.3-414, and any other necessary requirements.

8-13.3-423. Severability. If any provision of this part 4 or its application to any person or circumstance is held invalid, the remainder of part 4 or the application of the provision to other persons or circumstances is not affected.

8-13.3-424. Effective date. This part 4 takes effect upon official declaration of the governor and is self-executing.

Local Election Offices

Adams	4430 S. Adams County Parkway, Suite E-3102, Brighton, CO 80601	(720) 523-6500
Alamosa	8999 Independence Way, Alamosa, CO 81101	(719) 589-6681
Arapahoe	5334 S. Prince St., Littleton, CO 80120	(303) 795-4511
Archuleta	449 San Juan St., Pagosa Springs, CO 81147	(970) 264-8331
Baca	741 Main St., Suite 3, Springfield, CO 81073	(719) 523-4372
Bent	725 Bent Ave., Las Animas, CO 81054	(719) 456-2009
Boulder	1750 33rd St. #200, Boulder, CO 80301	(303) 413-7740
Broomfield	1 DesCombes Dr., Broomfield, CO 80020	(303) 464-5857
Chaffee	104 Crestone Ave., Salida, CO 81201	(719) 539-4004
Cheyenne	51 S. 1st St., Cheyenne Wells, CO 80810	(719) 767-5685
Clear Creek	405 Argentine St., Georgetown, CO 80444	(303) 679-2339
Conejos	6683 County Rd. 13, Conejos, CO 81129	(719) 376-5422
Costilla	400 Gasper St., Suite 101, San Luis, CO 81152	(719) 937-7671
Crowley	631 Main St., Suite 102, Ordway, CO 81063	(719) 267-5225
Custer	205 S. 6th St., Westcliffe, CO 81252	(719) 783-2441
Delta	501 Palmer St. #211, Delta, CO 81416	(970) 874-2449
Denver	200 W. 14th Ave., Suite 100, Denver, CO 80204	(720) 913-8683
Dolores	409 N. Main St., Dove Creek, CO 81324	(970) 677-2381
Douglas	125 Stephanie Pl., Castle Rock, CO 80109	(303) 660-7444
Eagle	500 Broadway, Suite 101, Eagle, CO 81631	(970) 328-8715
Elbert	440 Comanche St., Kiowa, CO 80117	(303) 621-3127
El Paso	1675 W. Garden of the Gods Rd., Colorado Springs, CO 80907	(720) 585-8683
Fremont	615 Macon Ave. #102, Canon City, CO 81212	(719) 276-7340
Garfield	109 Eighth St. #200, Glenwood Springs, CO 81601	(970) 384-3700, ext. 2
Gilpin	203 Eureka St., Central City, CO 80427	(303) 582-5321
Grand	308 Byers Ave., Hot Sulphur Springs, CO 80451	(970) 725-3065
Gunnison	221 N. Wisconsin St., Suite C, Gunnison, CO 81230	(970) 641-7927
Hinsdale	317 N. Henson, Lake City, CO 81235	(970) 944-2228
Huerfano	401 Main St., Suite 204, Walsenburg, CO 81089	(719) 738-2380
Jackson	396 La Fever St., Walden, CO 80480	(970) 723-4334
Jefferson	3500 Illinois St., Suite #1100, Golden, CO 80401	(303) 271-8111
Kiowa	1305 Goff St., Eads, CO 81036	(719) 438-5421
Kit Carson	251 16th St., Suite 203, Burlington, CO 80807	(719) 346-8638
Lake	505 Harrison Ave., Leadville, CO 80461	(719) 486-1410
La Plata	679 Turner Drive, Suite C, Durango, CO 81303	(970) 382-6296
Larimer	200 W. Oak St., Ft. Collins, CO 80521	(970) 498-7820
Las Animas	200 E. First St., Room 205, Trinidad, CO 81082	(719) 845-2575
Lincoln	103 Third Ave., Hugo, CO 80821	(719) 743-2444
Logan	315 Main St., Suite 3, Sterling, CO 80751	(970) 522-1544
Mesa	200 S. Spruce St., Grand Junction, CO 81501	(970) 244-1662
Mineral	625 USFS Rd. 504.1a, Creede, CO 81130	(719) 658-2440
Moffat	221 W. Victory Way #200, Craig, CO 81625	(970) 824-9120
Montezuma	140 W. Main St., Suite #1, Cortez, CO 81321	(970) 565-3728
Montrose	320 S. First St., Room 103, Montrose, CO 81401	(970) 249-3362, ext. 3
Morgan	231 Ensign St., Ft. Morgan, CO 80701	(970) 542-3521
Otero	13 W. Third St., Room 210, La Junta, CO 81050	(719) 383-3020
Ouray	112 Village Square West #205, Ouray, CO 81432	(970) 325-4961
Park	856 Castello Ave., Fairplay, CO 80440	(719) 836-4333
Phillips	221 S. Interocean Ave., Holyoke, CO 80734	(970) 854-3131
Pitkin	530 E. Main St., Aspen, CO 81611	(970) 920-5180
Prowers	301 S. Main St. #210, Lamar, CO 81052	(719) 336-8011
Pueblo	210 W. 10th St., Pueblo, CO 81003	(719) 583-6620
Rio Blanco	555 Main St., Meeker, CO 81641	(970) 878-9460
Rio Grande	965 Sixth St., Del Norte, CO 81132	(719) 657-3334
Routt	522 Lincoln Ave., Suite 21, Steamboat Springs, CO 80487	(970) 870-5556
Saguache	501 Fourth St., Saguache, CO 81149	(719) 655-2512
San Juan	1557 Greene St., Silverton, CO 81433	(970) 387-5671
San Miguel	305 W. Colorado Ave., Telluride, CO 81435	(970) 728-3954
Sedgwick	315 Cedar St., Suite 220, Julesburg, CO 80737	(970) 474-3346
Summit	208 E. Lincoln Ave., Breckenridge, CO 80424	(970) 453-3479
Teller	101 W. Bennett Ave., Cripple Creek, CO 80813	(719) 689-2951, ext. 2
Washington	150 Ash St., Akron, CO 80720	(970) 345-6565
Weld	1402 N. 17th Ave., Greeley, CO 80631	(970) 304-6525, ext. 3070
Yuma	310 Ash St., Suite F, Wray, CO 80758	(970) 332-5809

State of Colorado
Legislative Council
Colorado General Assembly
State Capitol Building Room 029
200 East Colfax Avenue
Denver CO 80203-1748

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PURCHASING SERVICES
15151 E. Alameda Parkway, Suite 5700
Aurora, Colorado 80012-1553
303-739-7100

THIS PURCHASE ORDER MUST APPEAR ON ALL PACKAGES AND CORRESPONDENCE.
INVOICING MUST ACCOMPANY ALL SHIPMENTS.

R-2000

PURCHASE ORDER NO 20P0091

DATE 01/16/20

TO: 104878
CAPITOL CAPITAL PARTNERS LLC
STE 200
1640 LOGAN ST
DENVER, CO 80203

REQUEST NO. CMA20006

PAGE Page 1 of 1

BUYER BUY006

DEPARTMENT	DELIVER INVOICE TO	FREIGHT TERMS	PAYMENT TERMS	DELIVER BY/EXPIRATION
Intergov't Relations	CITY MANAGER ADMINISTRATION 15151 E ALAMEDA PKWY 5TH FLOOR AURORA, CO 80012	Destination	NET 30	12/31/20

ITEM	QTY/UNITS	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NO.
001	1 SV	THIS AWARD IS ISSUED TO COVER THE COST OF: 2020 STATE LOBBYING CONTRACT FOR THE PERIOD OF 1/1/20 THROUGH 12/31/20.	65,000.00	65,000.00	1702462200

VENDOR CONTACT: PEGGI O'KEEFE 303-884-5517
PEGGI@CLEARSTRATEGIES.BIZ

CITY CONTACT ROBERTO VENEGAS 303-739-7007

AWARDED IN ACCORDANCE WITH RFP #R-2000, AND ATTACHED PROFESSIONAL SERVICES AGREEMENT DATED 12/17/19.

REFERENCE CITY CODE 2-671.

APPROVED BY CITY COUNCIL ON 12/16/19, AGENDA ITEM #9i.

PLEASE REFERENCE THIS PURCHASE ORDER NUMBER ON ALL INVOICING TO THE CITY.

NOTE: THE TERMS AND CONDITIONS ON REVERSE SIDE OF PURCHASE ORDER DO NOT APPLY TO THIS AWARD.

961-51

TOTAL AMOUNT ▶ 65,000.00

AUTHORIZED SIGNATURE

NOTICE: THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY ATTACHMENTS HERETO.

TAX EXEMPT #98-02596

CONDITIONS OF PURCHASE

1. Acceptance. This Purchase Order can be accepted only on the conditions set forth herein. Vendor shall be bound by this Purchase Order by Vendor commencing performance. City shall be bound by this Purchase Order only upon receipt of the materials or services as identified on the Purchase Order executed by Vendor. The conditions of this Purchase Order shall be the exclusive agreement between City and Vendor with respect to the material/services ordered hereunder. No additional terms or modifications proposed by Vendor shall be binding on City unless in writing and signed by City. In no event shall any modification be effective or different terms be imposed by the terms and conditions of any acknowledgment order or other form submitted by Vendor whether or not acknowledged or accepted by City. This Purchase Order shall prevail in the event there are any inconsistencies between this Purchase Order and the terms and conditions of any acknowledgment order or other form submitted by Vendor. Material/services which are accompanied or preceded by documents which attempt or purport to change or modify the "Conditions of Purchase" incorporated by reference into each and every Purchase Order shall, at City's option be treated as unsolicited goods/services.

2. Prices. Vendor shall not provide the materials/services ordered under this Purchase Order at prices higher than those specified herein.

3. Invoices. Invoices shall be submitted in duplicate, one being original copy, and shall contain purchase order number, item number, description of items, size quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of invoice shall not constitute acceptance of the material and shall be subject to adjustment for errors, shortages, defects in the material or other failure of Vendor to meet the requirements of this Purchase Order.

4. Cash Discounts. Time in connection with any discount offered will be computed from (I) the date of actual delivery at City's specified location. Or (II) the date and invoice conforming with Paragraph 3 is received, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date City's check is deposited postage paid in U.S. mail.

5. Taxes. The City of Aurora is exempt from Federal and State taxes.

6. Over-shipments. City shall pay only for maximum quantities ordered. Vendor shall pay return shipping charges for excess quantities delivered to City.

7. Packing and Shipment. Unless otherwise specified, the price includes the costs of boxing, crating, handling, damage claims, carting, drayage, storage, or other packing requirements. Unless otherwise specified, all material shall be packaged, marked and otherwise prepared for shipment in a manner which is (I) in accordance with good commercial practice, (II) acceptable to common carriers for shipment at the lowest rate for the particular material and in accordance with I.C.C. regulations, and (III) adequate to insure safe arrival of the material at the named destination. Vendor shall mark all containers with necessary lifting, handling and shipping information and also purchase order numbers, date of shipment and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment unless otherwise specified. No partial or complete delivery shall be made hereunder prior to the date or dates shown without prior written consent of City.

8. MSDS's. An appropriate Material Safety Data Sheet ("MSDS") and labeling, as and if required by law will precede or accompany each shipment. Further, Vendor shall send to City updated MSDS's and labeling as required by law.

9. F.O.B. Point. The price includes delivery of the material F.O.B., freight and carriage prepaid at City's designated location(s) unless otherwise specified.

10. Warranties.

a. Vendor warrants that all material delivered hereunder shall be free from defects in workmanship, material manufacture and design and shall comply fully with the requirements of this Purchase Order. Vendor further warrants that all material purchased hereunder shall be of merchantable quality, new and unused (unless specified in this Purchase Order), and shall be fit and suitable for the purposes intended by City, such purposes are known to Vendor. The foregoing warranties shall constitute conditions and are in addition to all other warranties, whether expressed or implied, and shall survive any delivery, inspection, acceptance or payments by City. City approval of Vendor material or design shall not relieve Vendor of the Warranties set forth in this clause.

b. If any material delivered hereunder does not meet the warranties specified herein or otherwise applicable, City may elect the remedies are in addition to all other remedies at law or in equity or under this Purchase Order and shall not be deemed to be exclusive. Vendor agrees to defend and indemnify City against all damages occasioned by or arising as a consequence of any breach of the warranties set forth herein, including the cost of replacing City materials which may be damaged or rendered defective by materials furnished or work done in breach of such warranties.

c. Vendor warrants to City that all material furnished to City hereunder shall conform to and comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and the regulations and standards issued thereunder. Vendor further warrants that no material shipped or delivered and on the order of City is, as of the date shipped or delivered, adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended, or any substantially similar state law, or is an article which may not under such Act or law be introduced into interstate or intrastate commerce. Vendor further warrants that all material furnished to City hereunder has been manufactured, processed or imported in compliance with all requirements of the Toxic Substances Control Act of 1976. Vendor agrees to defend and indemnify City against all damages occasioned by or arising as a consequence of any breach of the warranties of this paragraph 10 (c).

11. Inspection.

a. All material purchased hereunder shall be subject to inspection and test by City to the extent practicable at all times and places including the period of manufacture and, in any event prior to final acceptance. If inspection or test is made by City on Vendor's premises, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of City's inspectors. City inspectors shall be allowed to inspect Vendor's facilities at any time during business hours either announced or unannounced. No inspection or test made prior to final inspection and acceptance shall relieve Vendor from responsibility for defects or other failure to meet the requirements of this Purchase Order. Notwithstanding any prior inspections or payments made hereunder by City, all material shall be subject to final inspection and acceptance at City's location within a reasonable time after delivery.

b. In the event any material is found defective or not in conformity with City specifications or the requirements of this Purchase Order prior to final inspection, City shall have the right either to reject the material and require Vendor to replace it within the delivery schedule or to accept it with an adjustment in price, all at the expense of Vendor, including any transportation and handling cost. If Vendor fails to replace or correct material which has been rejected or required to be corrected within the delivery schedule, or the City rejects material at final inspection as not conforming to this Purchase Order, City may (I) replace or correct such material and charge Vendor with the expense incurred thereby, or (II) cancel this Purchase Order and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. Non-conforming material may be returned at Vendor's expense, including any transportation and handling costs.

12. Delivery. Time is of the essence in this Purchase Order of any shipment is made which is not in all respects in accord with the provisions of this Order (including time of shipment or delivery). City reserves the right without liability to reject such delivery and, if City so elects, City may treat this Order as repudiated by Vendor and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. All expenses of transportation and storage, if any, resulting there shall be to Vendor's account. City may refuse any delivery if prevented by strikes, casualties or other causes beyond his control from receiving or using it.

13. Termination. City may, at any time terminate this order or in part by written notice, or verbal notice confirmed in writing. If City terminates this Purchase Order prior to City's receipt of the materials purchased hereunder, and if such termination is based solely on City's convenience, then Vendor shall be entitled only to any shipping and handling costs engendered by this Purchase Order prior to City's termination thereof. If there is a cancellation by City occasioned by Vendor's breach of any condition hereof, including breach of warranty, or by Vendor's delay, except delay due to considerations beyond the Vendor's control and without Vendor's fault or negligence, vendor shall not be entitled to any claim of costs and City shall have against Vendor all remedies provided by law and equity. In no event and under no circumstances shall Vendor have any rights to claim from City consequential or indirect damages (including lost profits) hereunder or otherwise.

14. Title. The property in or title to, and the risk of loss of materials purchased under this Purchase Order, shall remain in Vendor and not transfer to City until such materials are delivered and unloaded at the F.O.B. point specified in the Purchase Order. Further, Vendor shall defend and indemnify City against any damages caused or engendered by, or traceable to, materials purchased hereunder (whether or not hazardous), or the transportation or handling thereof, prior to the completion of unloading at City's location.

15. Waiver. The failure of City to enforce at any time any of the provisions of this Purchase Order, or exercise any election or option provided herein, or to require at any time performance by Vendor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions and shall not affect the right of City thereafter to enforce each and every provision.

16. Changes. City shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs and delivery schedules, but no additional charges shall be allowed unless authorized in writing by City. If such changes affect the amount to be paid by City, Vendor shall notify City immediately and negotiate an adjustment.

17. Insolvency. In the event of any proceeds, voluntary or involuntary in bankruptcy or insolvency by or against Vendor, or in the event of the appointment with or without Vendor's consent of any assignee for the benefit of creditors of a receiver, City shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.

18. Assignment, Subcontracting. Vendor shall not assign this Purchase Order or any part thereof, or subcontract or delegate any performance hereunder, without first obtaining City's written consent.

19. Patent Infringement. Vendor shall, at its own expense, defend and indemnify City and its employees with respect to any and all claims that the material furnished by Vendor under this Purchase Order infringes any United States Letters Patent, or nay other proprietary rights and with respect to any and all suits, controversies, demands and liabilities arising out of such claims, provided that the foregoing shall not apply to any infringement claim necessarily resulting from Vendor's adherence to written specifications or drawings submitted by City.

20. Insurance.

a. If this Purchase Order covers the performance of labor on Vendor or City's premises, Vendor shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in the attached form number 410-33. The Vendor further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

b. Vendor shall provide defense and indemnify for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Vendor, its agents and employees. If Vendor knows of the damage Vendor shall immediately notify the City. If the City discovers the damage, City will notify Vendor immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Vendor shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33.

21. Excusable Delays. Neither party shall be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control and without its fault or negligence, provided that Vendor shall have given notice in writing to City of any such cause for delay or anticipated delay promptly after first obtaining notice thereof, and shall have used its best efforts to make deliveries as expeditiously as possible taking such cause for delay into account. If Vendor should be unable, due to such a cause, to meet all of its delivery commitments for the material ordered herein as it becomes due, Vendor shall not discriminate against City or in favor of any other customer in making deliveries of such material. If City believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, City may at its options and without liability to Vendor cancel outstanding deliveries hereunder wholly or in part.

22. Applicable Law. This Purchase Order shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of this Purchase Order by its express terms.

23. Compliance With Laws. Vendor shall in the performance of this Purchase Order comply with all laws, ordinances, rules and regulations, federal, state and local, applicable thereto.

24. Equal Employment Opportunity. The VENDOR will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. The VENDOR may adhere to lawful affirmative action guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship. The VENDOR shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.

25. Illegal Alien Certification. See Attachment 1A that is hereby incorporated as part of this Purchase Order.

26. Entire Agreement. This Purchase Order represents the entire understanding as of the effective date hereof between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements and writings between the parties relating thereto. No modification, alteration, waive or change in any of the terms of this Purchase Order shall be valid or binding upon the parties hereto unless made in writing and duly executed by each of the parties hereto unless made in writing and duly executed by each of the parties hereto.

PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: State Lobbying Services

FILE NO.: RFP #R-2000

P.O. NO.: _____

(Version PSA 05 2019)

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Attachments

AGREEMENT

This Agreement is made as of the 7th day of January, 2020, by and between the City of Aurora, Colorado ("City"), and Capitol Capital Partners ("Consultant"), a Colorado Limited Liability Company with a principal place of business at 1640 Logan Street, Suite 200, Denver, CO 80203.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 – Scope of Work

A. Consultant agrees to provide professional services as stated in the scope of services ("Work") specified in ***Attachment 1***, attached hereto and incorporated into this Agreement.

B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.

C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.

D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 - Authority

A. Roberto Venegas ("Project Manager") is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by him. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

B. Peggi O'Keefe ("Consultant's Representative") is Consultant's representative for the Work. Consultant's Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 - Schedule

A. In performing professional services pursuant to this Agreement, Consultant acknowledges that timely completion of the Work is critical and time is of the essence. Accordingly, all services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto, approval by the City as required by applicable law, issuance of a Purchase Order from the City, and in accordance with the schedule set forth in ***Attachment 1,*** attached hereto and incorporated into this Agreement.

B. The initial term of this Agreement shall run from the date of approval by the Aurora City Council and issuance of a notice to proceed until December 31, 2020. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised scope(s) of work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the professional services under this Agreement. The initial annual compensation of this Agreement shall not exceed Sixty-Five Thousand and 00/100 dollars ($65,000.00), paid in monthly installments of $5,416.66. Consultant agrees to cooperate fully with the City to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2020 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2020 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work

that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

D. Consultant shall submit monthly invoices to be approved by the City's Project Manager. Consultant shall submit its monthly invoices no later than close of business on the fourteenth (14th) calendar day of the month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Upon submission of an approved Consultant invoice, in the proper form, to the City, payment shall be issued. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 - Staffing

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

Name	**Title**
Peggi O'Keefe	Project Manager

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel, or require the replacement of any Consultant personnel; however such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional

firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 - Insurance

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in ***Attachment 2***. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, ***Attachment 2***.

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7 - The City's Responsibilities

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;

2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;

3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;

4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8 - Mutual Obligations

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City.

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;.

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require; and,

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative: Peggi O'Keefe
Capitol Capital Partners
1640 Logan St., Ste. 200
Denver, CO 80203

Section 11 - Examination of Records (This section applies if this Agreement exceeds $10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 - Illegal Alien

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Consultant shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Contract and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. VERIFICATION REGARDING ILLEGAL ALIENS: By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. LIMITATIONS: Consultant shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. DUTIES OF CONSULTANT: If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

1. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. DUTY TO COMPLY WITH STATE INVESTIGATION: Consultant shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

F. DAMAGES: Notwithstanding any other provisions within this contract, if the Consultant violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: Bryn Fillinger

Title: Manager, Purchasing Svcs.

Date: February 13, 20 20

ATTEST:

_____
City Clerk

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: _____
Assistant City Attorney

CONSULTANT

By: _____
(Signature)

Name: Peggi O'Keefe
(Type or Print)

Title: Principal

Date: 12/26, 2019

Attachment 1

SCOPE OF SERVICES

2020 STATE LOBBYIN SERVICES FOR THE CITY OF AURORA

The consultant shall perform lobbying services for the City of Aurora as follows:

- Establish communications structure with city staff, City Council and City Council Federal, State & Intergovernmental Relations Committee (FSIR Committee).
- Communicate with legislators representing Aurora to let them know that the consultant will represent the city at the Colorado General Assembly.
- Prepare to pursue city legislative agendas including securing sponsorship for bills, coordinating the drafting of bills and soliciting support, as needed.
- Review all bills in a timely manner as they are introduced, and forward those of interest to the city of Aurora pursuant to the plan that is developed with city staff prior to the session. Bills of interest will be analyzed internally by city staff to help inform the FSIR committee and consultant. In addition, the consultant will follow the progress of bills of importance to the city, review amendments, and provide analysis and strategic advice related to these bills.
- Regularly attend meeting of the City Council Federal, State & Intergovernmental Relations committee- generally twice per month during the legislative session, and once per month during the interim.
- Provide strategic advice to the FSIR committee and offer suggestions for proactive leadership on state legislative issues.
- Advocate the city's position to members of the General Assembly, the Executive Branch and other interested parties. Identify opportunities for the mayor, council members and other city officials to participate in the process and make recommendations. Those opportunities include, but are not limited to, communication to legislators, providing testimony at legislative hearings, and communications to the governor and governor's staff. Assist in the preparation of Council members or other Aurora city officials planning to testify before legislative committees.
- Work with groups that share or dispute city positions. Work to understand the position of others to either leverage support or mitigate opposition by those parties on issues of importance to the city.
- Conduct ongoing communication with the city via phone conversations, e-mail, written and oral reports and formal briefings to the full City Council, as appropriate.
- Provide report on most recent legislative session no later than May 31st of each contract year.
- Monitor the interim activities of the General Assembly and participate as necessary and appropriate.
- Work to identify priorities and emerging issues for the upcoming legislative session.
- Assist city staff in coordinating legislative receptions as directed by the FSIR committee.
- Issues involving water and/or the Utilities Department are excluded from this contract.

Attachment 2

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate
$2,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Consultant shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident, naming the City as an Additional Insured.

Workers' Compensation and Employers Liability Insurance. The Consultant shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

A. Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and
B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general or automobile liability and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto

Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
David M Carter
19201 E MAINSTREET STE 202
PARKER, CO 80134
(303) 217-9369 (030/301)

CONTACT NAME: David M Carter III
PHONE A/C, No, Ext): (303) 217-9369 FAX (A/C, No): (844) 769-2854
E-MAIL ADDRESS: DCARTE2@amfam.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Family Mutual Insurance Company, S.I.	19275
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Capitol Capital, LLC
1640 N Logan St
Denver, CO 80203

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) BODILY INJURY $	$ $ $ $ $
A	☒ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'LAGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER _____	Y	Y	05-XT5467-01	08/10/2019	08/10/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ $ 2,000,000 $ 2,000,000 $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

CERTIFICATE HOLDER
City of Aurora
15151 E Alameda Pkwy
Aurora, CO 80012

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jessica Maldonado

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
American Family Mutual Insurance Company, S.I. if selection box is not checked.
6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
Capitol Capital, LLC
1640 N Logan St
Denver, CO 80203

Agent's Name, Address and Phone Number (Agt./Dist.)
David M Carter III
19201 E MAINSTREET STE 202
PARKER, CO 80134
(303) 217-9369 (030/301)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE EFFECTIVE (Mo. Day. Yr)	POLICY DATE EXPIRATION (Mo. Day. Yr)	LIMITS OF LIABILITY		
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence	$	,000
				Farm Employer's Liability Each Occurrence	$	,000
Workers Compensation and Employers Liability †				Statutory		----------
				Each Accident	$	,000
				Disease - Each Employee	$	,000
				Disease - Policy Limit	$	,000
General Liability ☒ Commercial General Liability (occurrence) ☐ ☐	05-XT5467-01	08/10/2019	08/10/2020	General Aggregate	$	2,000,000,000
				Products - Completed Operations Aggregate	$	2,000,000,000
				Personal and Advertising Injury	$	,000
				Each Occurrence	$	1,000,000,000
				Damage to Premises Rented to You	$	100,000
				Medical Expense (Any One Person)	$	5,000
Businessowners Liability				Each Occurrence††	$	,000
				Aggregate††	$	,000
Liquor Liability				Common Cause Limit	$	,000
				Aggregate Limit	$	,000
Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Auto ☐ Nonowned Autos ☐				Bodily Injury - Each Person	$	,000
				Bodily Injury - Each Accident	$	,000
				Property Damage	$	,000
				Bodily Injury and Property Damage Combined	$	,000
Excess Liability ☐ Commercial Blanket Excess ☐				Each Occurrence/Aggregate	$	,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

†The individual or partners shown as insured elected to be covered under this policy ☐ Have ☐ Have not

††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

CANCELLATION

☐ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.

☒ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED	AUTHORIZED REPRESENTATIVE
01/13/2020	Jessica Maldonado

CITY OF AURORA
PURCHASING SERVICES
15151 E. Alameda Parkway, Suite 5700
Aurora, Colorado 80012-1553
303-739-7100

THIS PURCHASE ORDER MUST APPEAR ON ALL PACKAGES AND CORRESPONDENCE.
INVOICING MUST ACCOMPANY ALL SHIPMENTS.

R1932

PURCHASE ORDER NO. 19P0042

DATE 01/01/19

TO: 111476
HOLLAND & KNIGHT LLP
SUITE 1100
800 17TH STREET NW
WASHINGTON, DC 20006

REQUEST NO. CMA19003

PAGE Page 1 of 1

BUYER BUY006

DEPARTMENT	DELIVER INVOICE TO	FREIGHT TERMS	PAYMENT TERMS	DELIVER BY/EXPIRATION
Roberto Venegas	CITY MANAGER ADMINISTRATION 15151 E ALAMEDA PKWY 5TH FLOOR AURORA, CO 80012	Destination	NET 30	12/31/19

ITEM	QTY/UNITS	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NO.
001	1 SV	THIS AWARD IS ISSUED TO COVER THE COST OF: FEDERAL LOBBYING SERVICES FOR THE CITY OF AURORA FROM 1/1/19 THROUGH 12/31/19.	125,000.00	125,000.00	1702462200

CITY CONTACT: ROBERTO VENEGAS, 303-739-7007
VENDOR CONTACT: LAURI HETTINGER, 202-469-5134
LAURI.HETTINGER@HKLAW.COM

AWARDED IN ACCORDANCE WITH RFP #R-1932, AND ATTACHED PROFESSIONAL SERVICES AGREEMENT DATED 11/27/18.

REFERENCE CITY CODE 2-671.

APPROVED BY CITY COUNCIL ON 12/10/18, AGENDA ITEM #9O.

PLEASE REFERENCE THIS PURCHASE ORDER NUMBER ON ALL INVOICING TO THE CITY.

NOTE: THE TERMS AND CONDITIONS ON REVERSE SIDE OF PURCHASE ORDER DO NOT APPLY TO THIS AWARD.

961-51

TOTAL AMOUNT ▶ 125,000.00

AUTHORIZED SIGNATURE

NOTICE: THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY ATTACHMENTS HERETO.

TAX EXEMPT #98-02596

CONDITIONS OF PURCHASE

1. Acceptance. This Purchase Order can be accepted only on the conditions set forth herein. Vendor shall be bound by this Purchase Order by Vendor commencing performance. City shall be bound by this Purchase Order only upon receipt of the materials or services as identified on the Purchase Order executed by Vendor. The conditions of this Purchase Order shall be the exclusive agreement between City and Vendor with respect to the material/services ordered hereunder. No additional terms or modifications proposed by Vendor shall be binding on City unless in writing and signed by City. In no event shall any modification be effective or different terms be imposed by the terms and conditions of any acknowledgment order or other form submitted by Vendor whether or not acknowledged or accepted by City. This Purchase Order shall prevail in the event there are any inconsistencies between this Purchase Order and the terms and conditions of any acknowledgment order or other form submitted by Vendor. Material/services which are accompanied or preceded by documents which attempt or purport to change or modify the "Conditions of Purchase" incorporated by reference into each and every Purchase Order shall, at City's option be treated as unsolicited goods/services.

2. Prices. Vendor shall not provide the materials/services ordered under this Purchase Order at prices higher than those specified herein.

3. Invoices. Invoices shall be submitted in duplicate, one being original copy, and shall contain purchase order number, item number, description of items, size quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of invoice shall not constitute acceptance of the material and shall be subject to adjustment for errors, shortages, defects in the material or other failure of Vendor to meet the requirements of this Purchase Order.

4. Cash Discounts. Time in connection with any discount offered will be computed from (I) the date of actual delivery at City's specified location. Or (II) the date and invoice conforming with Paragraph 3 is received, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date City's check is deposited postage paid in U.S. mail.

5. Taxes. The City of Aurora is exempt from Federal and State taxes.

6. Over-shipments. City shall pay only for maximum quantities ordered. Vendor shall pay return shipping charges for excess quantities delivered to City.

7. Packing and Shipment. Unless otherwise specified, the price includes the costs of boxing, crating, handling, damage claims, carting, drayage, storage, or other packing requirements. Unless otherwise specified, all material shall be packaged, marked and otherwise prepared for shipment in a manner which is (I) in accordance with good commercial practice, (II) acceptable to common carriers for shipment at the lowest rate for the particular material and in accordance with I.C.C. regulations, and (III) adequate to insure safe arrival of the material at the named destination. Vendor shall mark all containers with necessary lifting, handling and shipping information and also purchase order numbers, date of shipment and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment unless otherwise specified. No partial or complete delivery shall be made hereunder prior to the date or dates shown without prior written consent of City.

8. MSDS's. An appropriate Material Safety Data Sheet ("MSDS") and labeling, as and if required by law will precede or accompany each shipment. Further, Vendor shall send to City updated MSDS's and labeling as required by law.

9. F.O.B. Point. The price includes delivery of the material F.O.B., freight and carriage prepaid at City's designated location(s) unless otherwise specified.

10. Warranties.

a. Vendor warrants that all material delivered hereunder shall be free from defects in workmanship, material manufacture and design and shall comply fully with the requirements of this Purchase Order. Vendor further warrants that all material purchased hereunder shall be of merchantable quality, new and unused (unless specified in this Purchase Order), and shall be fit and suitable for the purposes intended by City, such purposes are known to Vendor. The foregoing warranties shall consititue conditions and are in addition to all other warranties, whether expressed or implied, and shall survive any delivery, inspection, acceptance or payments by City. City approval of Vendor material or design shall not relieve Vendor of the Warranties set forth in this clause.

b. If any material delivered hereunder does not meet the warranties specified herein or otherwise applicable, City may elect the remedies are in addition to all other remedies at law or in equity or under this Purchase Order and shall not be deemed to be exclusive. Vendor agrees to defend and indemnify City against all damages occasioned by or arising as a consequence of any breach of the warranties set forth herein, including the cost of replacing City materials which may be damaged or rendered defective by materials furnished or work done in breach of such warranties.

c. Vendor warrants to City that all material furnished to City hereunder shall conform to and comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and the regulations and standards issued thereunder. Vendor further warrants that no material shipped or delivered and on the order of City is, as of the date shipped or delivered, adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended, or any substantially similar state law, or is an article which may not under such Act or law be introduced into interstate or intrastate commerce. Vendor further warrants that all material furnished to City hereunder has been manufactured, processed or imported in compliance with all requirements of the Toxic Substances Control Act of 1976. Vendor agrees to defend and indemnify City against all damages occasioned by or arising as a consequence of any breach of the warranties of this paragraph 10 (c).

11. Inspection.

a. All material purchased hereunder shall be subject to inspection and test by City to the extent practicable at all times and places including the period of manufacture and, in any event prior to final acceptance. If inspection or test is made by City on Vendor's premises, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of City's inspectors. City inspectors shall be allowed to inspect Vendor's facilities at any time during business hours either announced or unannounced. No inspection or test made prior to final inspection and acceptance shall relieve Vendor from responsibility for defects or other failure to meet the requirements of this Purchase Order. Notwithstanding any prior inspections or payments made hereunder by City, all material shall be subject to final inspection and acceptance at City's location within a reasonable time after delivery.

b. In the event any material is found defective or not in conformity with City specifications or the requirements of this Purchase Order prior to final inspection, City shall have the right either to reject the material and require Vendor to replace it within the delivery schedule or to accept it with an adjustment in price, all at the expense of Vendor, including any transportation and handling cost. If Vendor fails to replace or correct material which has been rejected or required to be corrected within the delivery schedule, or the City rejects material at final inspection as not conforming to this Purchase Order, City may (I) replace or correct such material and charge Vendor with the expense incurred thereby, or (II) cancel this Purchase Order and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. Non-conforming material may be returned at Vendor's expense, including any transportation and handling costs.

12. Delivery. Time is of the essence in this Purchase Order of any shipment is made which is not in all respects in accord with the provisions of this Order (including time of shipment or delivery). City reserves the right without liability to reject such delivery and, if City so elects, City may treat this Order as repudiated by Vendor and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. All expenses of transportation and storage, if any, resulting there shall be to Vendor's account. City may refuse any delivery if prevented by strikes, casualties or other causes beyond his control from receiving or using it.

13. Termination. City may, at any time terminate this order or in part by written notice, or verbal notice confirmed in writing. If City terminates this Purchase Order prior to City's receipt of the materials purchased hereunder, and if such termination is based solely on City's convenience, then Vendor shall be entitled only to any shipping and handling costs engendered by this Purchase Order prior to City's termination thereof. If there is a cancellation by City occasioned by Vendor's breach of any condition hereof, including breach of warranty, or by Vendor's delay, except delay due to considerations beyond the Vendor's control and without Vendor's fault or negligence, vendor shall not be entitled to any claim of costs and City shall have against Vendor all remedies provided by law and equity. In no event and under no circumstances shall Vendor have any rights to claim from City consequential or indirect damages (including lost profits) hereunder or otherwise.

14. Title. The property in or title to, and the risk of loss of materials purchased under this Purchase Order, shall remain in Vendor and not transfer to City until such materials are delivered and unloaded at the F.O.B. point specified in the Purchase Order. Further, Vendor shall defend and indemnify City against any damages caused or engendered by, or traceable to, materials purchased hereunder (whether or not hazardous), or the transportation or handling thereof, prior to the completion of unloading at City's location.

15. Waiver. The failure of City to enforce at any time any of the provisions of this Purchase Order, or exercise any election or option provided herein, or to require at any time performance by Vendor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions and shall not affect the right of City thereafter to enforce each and every provision.

16. Changes. City shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs and delivery schedules, but no additional charges shall be allowed unless authorized in writing by City. If such changes affect the amount to be paid by City, Vendor shall notify City immediately and negotiate an adjustment.

17. Insolvency. In the event of any proceeds, voluntary or involuntary in bankruptcy or insolvency by or against Vendor, or in the event of the appointment with or without Vendor's consent of any assignee for the benefit of creditors of a receiver, City shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.

18. Assignment, Subcontracting. Vendor shall not assign this Purchase Order or any part thereof, or subcontract or delegate any performance hereunder, without first obtaining City's written consent.

19. Patent Infringement. Vendor shall, at its own expense, defend and indemnify City and its employees with respect to any and all claims that the material furnished by Vendor under this Purchase Order infringes any United States Letters Patent, or any other proprietary rights and with respect to any and all suits, controversies, demands and liabilities arising out of such claims, provided that the foregoing shall not apply to any infringement claim necessarily resulting from Vendor's adherence to written specifications or drawings submitted by City.

20. Insurance.

a. If this Purchase Order covers the performance of labor on Vendor or City's premises, Vendor shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in the attached form number 410-33. The Vendor further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

b. Vendor shall provide defense and indemnify for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Vendor, its agents and employees. If Vendor knows of the damage Vendor shall immediately notify the City. If the City discovers the damage, City will notify Vendor immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Vendor shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33.

21. Excusable Delays. Neither party shall be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control and without its fault or negligence, provided that Vendor shall have given notice in writing to City of any such cause for delay or anticipated delay promptly after first obtaining notice thereof, and shall have used its best efforts to make deliveries as expeditiously as possible taking such cause for delay into account. If Vendor should be unable, due to such a cause, to meet all of its delivery commitments for the material ordered herein as it becomes due, Vendor shall not discriminate against City or in favor of any other customer in making deliveries of such material. If City believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, City may at its options and without liability to Vendor cancel outstanding deliveries hereunder wholly or in part.

22. Applicable Law. This Purchase Order shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of this Purchase Order by its express terms.

23. Compliance With Laws. Vendor shall in the performance of this Purchase Order comply with all laws, ordinances, rules and regulations, federal, state and local, applicable thereto.

24. Equal Employment Opportunity. The VENDOR will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. The VENDOR may adhere to lawful affirmative action guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. The VENDOR shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.

25. Illegal Alien Certification. See Attachment 1A that is hereby incorporated as part of this Purchase Order.

26. Entire Agreement. This Purchase Order represents the entire understanding as of the effective date hereof between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements and writings between the parties relating thereto. No modification, alteration, waive or change in any of the terms of this Purchase Order shall be valid or binding upon the parties hereto unless made in writing and duly executed by each of the parties hereto unless made in writing and duly executed by each of the parties hereto.

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: City of Aurora Federal Lobbying Services

FILE NO.: RFP #R-1932

P.O. NO.: 19 P0042

(Version PSA 08 2018)

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AGREEMENT

This Agreement is made as of the **27th** day of **November**, 2018, by and between the City of Aurora, Colorado ("City"), and **Holland & Knight LLP** ("Consultant"), a **Limited Liability** Corporation with a principal place of business at **800 17th Street NW, Suite 1100, Washington D.C. 20006**.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 – Scope of Work

A. Consultant agrees to provide professional services as stated in the scope of work ("Work") specified in ***Attachment 1***, attached hereto and incorporated into this Agreement.

B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.

C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.

D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the City

and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 - Authority

A. **Roberto Venegas** ("Project Manager") is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by him. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

B. **Rich Gold** ("Consultant's Representative") is Consultant's representative for the Work. Consultant's Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 - Schedule

A. In performing professional services pursuant to this Agreement, Consultant acknowledges that timely completion of the Work is critical and time is of the essence. Accordingly, all services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto, approval by the City as required by applicable law, issuance of a Purchase Order from the City, and in accordance with the milestone schedule set forth in ***Attachment 2,*** attached hereto and incorporated into this Agreement.

B. The initial term of this Agreement shall run from the date of approval by the Aurora City Council and issuance of a notice to proceed until **December 31**, 2019. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised scope(s) of work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, is intended to cover the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed **One Hundred Twenty Five Thousand and** 00/100 dollars ($**125,000.00**), including all travel expenses. Consultant agrees to cooperate fully with the City to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2019 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2019 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

D. The City shall pay Consultant in accordance with the terms of this Agreement a fixed monthly fee of $10,000.00. Reasonable travel related costs will be reimbursable only with advance written approval of the City.

E. Consultant shall submit monthly invoices to be approved by the City's Project Manager. Consultant shall submit its monthly invoices no later than close of business on the fourteenth (14th) calendar day of the month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Upon submission of an approved Consultant invoice, in the proper form, to the City, payment shall be issued. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 - Staffing

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

Name	Title
Rich Gold	Principal
Lauri Hettinger	Senior Policy Advisor
Seth Belzley	Partner (Local – Denver)

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel, or require the replacement of any Consultant personnel; however such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 - Insurance

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in ***Attachment 2***. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, ***Attachment 2***.

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City; except that Consultant's Workers' Compensation and Employer's Liability Insurance is primary, but does not contain a noncontributory provision.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7 - The City's Responsibilities

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;

2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;

3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;

4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8 - Mutual Obligations

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City.

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;.

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require; and,

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative: Rich Gold
Holland & Knight LLP
800 17th St., Suite 1100
Washington, D.C. 20006

Section 11 - Examination of Records (This section applies if this Agreement exceeds $10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 - Illegal Alien

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Consultant shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Contract and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. VERIFICATION REGARDING ILLEGAL ALIENS: By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through the I-9 process of the Department of Homeland Security (U.S. Citizenship and Immigration Services Division).

C. LIMITATIONS: Consultant shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. DUTIES OF CONSULTANT: If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

1. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. DUTY TO COMPLY WITH STATE INVESTIGATION: Consultant shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

F. DAMAGES: Notwithstanding any other provisions within this contract, if the Consultant violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: Bryn Fillinger

Title: Manager, Purchasing Svcs.

Date: December 27, 20 18

ATTEST:

_____
City Clerk

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: _____
Assistant City Attorney

CONSULTANT

By: _____
(Signature)

Name: Richard M. Gold
(Type or Print)

Title: Partner

Date: November 26, 2018, 2018

Attachment 2

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:
$2,000,000 each occurrence
$4,000,000 general aggregate
$4,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Consultant shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident, naming the City as an Additional Insured.

Workers' Compensation and Employers Liability Insurance. The Consultant shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

Umbrella/Excess Liability Insurance. The Consultant shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in this agreement which is as least as broad as the underlying policies. Policy limits with minimum limits of not less than Two Million Dollars ($2,000,000) per occurrence. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

A. Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and
B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers'

Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general or automobile liability and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required non-professional liability coverages will not be canceled without Thirty (30) days prior written notice to the City, except that only ten (10) days notice will be provided for cancellation due to non-payment. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract, provided, however, if the City of Aurora changes the insurance requirements and Consultant does not comply with the modified requirements, the City of Aurora's sole remedy shall be termination of the contract and Consultant shall not be liable for any damages arising from such termination. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City, provided, however, Consultant's Workers' Compensation and Employer's Liability insurance is primary, but does not contain a non-contributory provision.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a

minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

ATTACHMENT I

SCOPE OF SERVICES

FEDERAL LOBBYING SERVICES FOR THE CITY OF AURORA

The consultant shall perform lobbying services for the City of Aurora as follows:

1. Establish communications mechanism to use with City staff, City Council, and City Council Federal, State & Intergovernmental Relations Committee.

2. Work with the City to let Aurora's Congressional delegation know that the consultant will represent Aurora on federal issues.

3. Monitor federal legislation and agency regulatory action; alert City staff and Council to potential opportunities and concerns.

4. Keep City staff and Council apprised of major federal funding opportunities (appropriations requests, grants, etc.) available to the City, including information related to the application process, deadlines and requirements as appropriate.

5. Maintain regular contact with Aurora's Congressional delegation, and identify opportunities for City Council and staff to work collaboratively with members of Congress and their staff.

6. Represent the City of Aurora's position with the federal executive branch when working collaboratively on or resolving issues as they may arise.

7. Federal lobbying contract includes issues involving the water and/or utilities department.

8. The consultant must have a local (Aurora/Denver) presence.

Full Service, Measurable Results

Holland & Knight would work with Aurora to develop a comprehensive, strategic federal advocacy plan that will be the blueprint for pursuing each of your priorities. This plan will be a dynamic, "living" document. It will be revisited regularly as policy and political developments warrant. It will have clear assignments of strategy options, tasks/subtasks, timelines, and deliverables.

This plan, together with performance criteria, will hold Holland & Knight accountable for achieving each project or issue objective. As part of its ongoing strategy for the City of Aurora, Holland & Knight will:

1. Establish communications mechanism to use with City staff, City Council, and City Council Public & Intergovernmental Relations Committee.

Holland & Knight's philosophy is to function as an extension of the City of Aurora. We have weekly scheduled calls with the City staff and the Public & Intergovernmental Relations Committee chair to provide updates on the City's federal priorities. Team leader Lauri Hettinger also provides a federal update to the Public & Intergovernmental Relations Committee each month. Our frequent consistent communication allows us to understand the City's evolving needs and priorities, making us more effective in representing you.

Holland & Knight also will continue to provide activity reports and additional communications, which will include:

- A monthly report for the City staff and City Council with the status of legislative, regulatory, and public affairs initiatives we are addressing for the City.
- Weekly Grant Notifications: Each week, we will provide the City with information regarding recently announced federal grant opportunities. We comb through the *Federal Register*, Grants.gov, and other resources to identify specific funding that may be of interest.
- Strategic Grant Analysis: When the City decides to pursue a particular grant opportunity, we are available to assist in mapping a strategic plan to pursue the grant, address selection criteria, and emphasize certain project aspects that the agency may be more focused on in a particular round of funding.
- Weekly "Eyes on Washington" updates, which offer the City the latest information on key developments in Congress and the executive branch.

Finally, Holland & Knight's team members are available to you 24 hours a day, seven days a week. We will do whatever it takes to get the job done. Our goal is to become a core part of your team so that we can provide the City with the strongest voice possible in Washington, D.C., with Congress, the executive branch, and key agencies.

2. Work with the City to let Aurora's Congressional delegation know that the consultant will represent Aurora on federal issues.

The City's advocacy team would continue to use our close relationships with the Colorado congressional delegation to increase the profile of and generate robust support for the City's innovative initiatives and federal priorities.

Holland & Knight has organized a strong bipartisan team for you with deep ties among federal decision-makers in Congress to help you advocate for the City's federal priorities. Our team has longstanding, close relationships with the City's House and Senate delegation, key House and Senate committee chairs and ranking members, and House and Senate leadership. These relationships are critical for securing champions for the City to advance its federal priorities, to help showcase the City's work at the national level, and secure opportunities for the mayor, City Council, and City officials to testify before Congress.

We are well-positioned to serve the City regardless of who controls the House or Senate after the November elections. For example, when Democrats took control of the House and Senate in 2006, after 12 years of a Republican majority, Holland & Knight's clients continued to benefit because our bipartisan relationships with lawmakers. Similarly, when Republicans regained control of the House in 2010, service to our clients did not skip a beat.

3. Monitor federal legislation and agency regulatory action; alert City staff and Council to potential opportunities and concerns.

Holland & Knight monitors all legislative and regulatory activity that affects our clients – and acts accordingly if there is an opportunity or threat from it. We are involved every step of the way through the federal budget process from when the President releases his annual budget request, to congressional hearings and mark-ups of the budget until final passage.

For example, before President Trump introduced his infrastructure proposal, Holland & Knight arranged a meeting for Aurora Water with White House Council on Environmental Quality (CEQ)'s Associate Director for Infrastructure Alex Herrgott to discuss the City's recommendations on project streamlining. Mr. Herrgott praised the City's priorities and included some of them in the infrastructure proposal.

4. Keep City staff and Council apprised of major federal funding opportunities (appropriations requests, grants, etc.) available to the City, including information related to the application process, deadlines and requirements as appropriate.

One of the more significant evolutions in state/local funding from the federal government has been the transition from earmarks to grant solicitations.

However, Holland & Knight has been on the forefront of these changes. From 2010 to the present, Holland & Knight has secured hundreds of millions in grants and programmatic funding for our clients covering the spectrum of local government issues.

If selected, Holland & Knight will continue to work closely with Aurora to gauge how its priorities may benefit from the annual appropriations process. We will then use our extensive relationships with the Senate and House Appropriations Committee members to achieve the City's funding priorities. While Congress has ended appropriations earmarks, there are "softer" strategies that can be used in the annual appropriations bills to stress certain types of initiatives, including report language.

When Aurora decides to pursue a particular grant opportunity, Holland & Knight will continue to assist in mapping a strategic plan to pursue the grant. We will address selection criteria, and stress certain project aspects that the agency may be more focused on during a particular round of funding. Because of our close agency relationships with both the career and political staff at the agencies, we can often gain key intelligence and insight into key criteria and priorities for the grant program that an agency may be considering which can change from year to year, thus enabling the City to have a better chance at success.

For example, during the recent U.S. Transportation Department BUILD (formerly known as TIGER) grant round, Holland & Knight learned DOT's timeline for announcing the grant prior to the public announcement and was able to alert the City so the staff could start preparing its grant application. Additionally, before the grant release, we arranged a phone call for the City with DOT to discuss its project. During the call, DOT agency staff were able to identify aspects of the project that the City should highlight for the upcoming grant that match the Administration's priorities.

Holland & Knight will continue to set up meetings with federal agencies to discuss the City's proposed initiatives; work with the congressional delegation to solicit support for grants through letters and direct contact with the agency leadership; and will use our close relationships with the Trump Administration to lobby on your behalf.

5. Maintain regular contact with Aurora's Congressional delegation, and identify opportunities for City Council and staff to work collaboratively with members of Congress and their staff.

Holland & Knight proposed advocacy team has personal and close working relationships with Aurora's Congressional delegation. In the Senate, proposed team member Rich Gold has a longstanding relationship with Sen. Michael Bennet and his chief of staff. And, proposed team leader Lauri Hettinger has a good working relationship with Sen. Cory Gardner and his senior staff.

The team members also have close relationships with Reps. Mike Coffman, Ed Perlmutter, Diana DeGette, Jared Polis, and Doug Lamborn. Because of these and other ties, Holland & Knight can easily team up with members of the Colorado delegation to help the City with its funding and policy needs.

Each year, during the City's annual trip to Washington, D.C., Holland & Knight has scheduled meetings for the Mayor and City Council members directly with the members to discuss the City's federal priorities. In addition, Holland & Knight prepared the members' schedulers and staff prior to the City's visit so the members are adequately prepared to discuss the City's projects and funding priorities. Holland & Knight also schedules visits for the City's staff with the delegation when they are visiting Washington, D.C., for conferences.

6. Represent the City of Aurora's position with the federal executive branch when working collaboratively on or resolving issues as they may arise.

While representing the City, Holland & Knight has organized meetings for the mayor, City Council members, and the City's senior department staff with secretaries, deputy and undersecretaries, chief of staffs, and Administrators as well as senior program officials at the Departments of Transportation, Interior, Veterans Affairs, Housing and Urban Development (HUD), and the Air Force.

For example, we have assisted with HUD Secretary Ben Carson's two visits to the City to see firsthand how the City has leveraged federal funding to support critical housing initiatives. Additionally, after Holland & Knight arranged meetings for the City with the White House Intergovernmental Affairs (IGA) office, the White House invited Mayor Steve Hogan to two White House transportation infrastructure summits, including one with President Trump. We have positioned the City as a solution-driven innovator and increased its profile nationally.

Because of our close connections and local government expertise, Holland & Knight is viewed by these agencies as a "go to" resource on local government issues. We are regularly asked for feedback on potential new administration initiatives.

Holland & Knight is also frequently called upon to convene stakeholders to help administration officials solicit feedback on their policy proposals. This would give the City an excellent opportunity to make your "voice" heard at the administrative level. And when that opportunity comes, Holland & Knight will ensure that Aurora's elected officials and/or staff will be prepared.

Regarding the specific agencies, Holland & Knight's ties to them are noted below:

Housing and Urban Development: As detailed previously, Holland & Knight has a close relationship with Secretary Ben Carson and Deputy Assistant Secretary of the Office of Intergovernmental Relations Stephanie Fila.

Environmental Protection Agency (EPA): Holland & Knight has close working ties with Acting Administrator Andrew Wheeler and his chief of staff, Ryan Jackson.

Department of Transportation: Holland & Knight has worked extensively with Secretary Elaine Chao and her senior staff including: DOT Deputy Secretary Jeff Rosen, Deputy Assistant Secretary for Intergovernmental Affairs Anthony Bedell, Special Advisor to the Secretary for Infrastructure James Ray, Chief of Staff Geoff Burr, and Deputy Assistant Secretary of Transportation Policy Thomas "Finch" Fulton. We also have excellent working relationships with the career staff in the newly created Build America Bureau, which administers the BUILD, INFRA (formerly known as FASTLANE), and TIFIA programs.

Department of Interior: Holland & Knight knows Secretary Ryan Zinke, Bureau of Reclamation Commissioner Brenda Burman, and Director of the Office of Intergovernmental and External Affairs Todd Wynn.

7. Federal lobbying contract includes issues involving the water and/or utilities department.

Holland & Knight works extensively with a variety of units of local government – including water and/or utilities departments.

Much of this work is aimed at developing constructive collaborations with federal agencies on projects and initiatives, and cultivating congressional delegation support for these efforts. We understand the myriad concepts and new developments surrounding the Clean Water Act, including wastewater treatment, flood control, legislation and rulemaking, permitting, water re-use, stormwater management, and compliance and enforcement. On behalf of our municipal clients, Holland & Knight has helped draft and shape water and environmental legislation and bring an impressive track record in securing funding for water treatment, wastewater, water supply, reclaimed water projects, and environmental research projects.

For Aurora Water, Holland & Knight has broadened its relationships beyond the congressional delegation to senior congressional committee water staff to discuss the City's federal water priorities, and was able to secure committees staff's participation in the Aurora Water tours for the past few years. Committee staffers are now assisting the City to advance its wilderness adjustment and land exchange projects.

Holland & Knight has also organized several meetings for Aurora Water and the City' elected leadership with U.S. Forest Services (USFS) headquarters to discuss the Holy Cross wilderness adjustment request. Previously the USFS had indicated that the project was in the queue but will take several years. After meetings with headquarters, USFS has provided additional resources to get the project moving.

8. The consultant must have a local presence.

Founded in 2015, Holland & Knight's Denver office is located at 1801 California Street. Partner Seth Belzley is your local contact.

The 12 attorneys in our Denver office focus on litigation, arbitration and transactional matters throughout the state of Colorado and beyond. Moreover, our attorneys represent public and private companies in a range of industries. These include energy, mining and natural resources, healthcare, financial services, banking, telecommunications, hospitality, entertainment, education, transportation, and food.

Our services in Denver include experience and demonstrated knowledge in matters dealing with public/private partnerships and government representation, complex commercial litigation, environment, intellectual property, labor and employment, business disputes, corporate services, corporate governance, compliance, mergers and acquisitions, strategic joint ventures, securities, financing, and public and private equity.

ACORD

HOLLA-4 OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P. O. Box 173086 Tampa, FL 33672 Tony Leavine	CONTACT NAME: Mia Bush PHONE (A/C, No, Ext): 813-226-1337 FAX (A/C, No): 813-226-1313 E-MAIL ADDRESS: mbush@bbtampa.com
INSURED Holland & Knight LLP Holland & Knight Charitable Foundation, Inc. 524 Grand Regency Blvd Brandon, FL 33510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: SENTRY INSURANCE — 24988 INSURER B: Great Northern Insurance — 20303 INSURER C: Federal Insurance Company — 20281 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Insured Contract GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			35798711	08/01/2018	08/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included GA
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X No Owned Autos			74986035	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79818355	08/01/2018	08/01/2019	EACH OCCURRENCE AGGREGATE	$ 50,000,000 $ 50,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		901492301	08/01/2018	08/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Personal Property			35798711	08/01/2018	08/01/2019	Spec Form	144,513,605
B	Data Process Equip			35798711	08/01/2018	08/01/2019	Spec Form	21,366,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See "Certificate Attachment - Holland & Knight, LLP" attached

*Full name of certificate holder & cancellation - see NotePad attached

CERTIFICATE HOLDER

CITYOFA

City of Aurora **
Purchasing Services
15151 E Alameda Parkway
Ste 3500
Aurora, CO 80012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE ATTACHMENT - HOLLAND & KNIGHT, LLP

Additional Insured
Certificate Holder is a General Liability Additional Insured and Auto Liability (CA2048) Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured
Primary and non-contributory General Liability, Auto Liability and Excess Liability Additional Insured provisions apply, when required by written contract.

Per Location and Per Project General Aggregate
General Liability Per Location and Per Project General Aggregate Limit applies

Contractual Liability
General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds
General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation
Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Excess Liability and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance
Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

8-1-18

**Full name of certificate holder reads: City of Aurora, its elected and appointed officials, employees, agents and representatives

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30* days written notice to the certificate holder named to the left. *except 10 days for non payment of premium

CITY OF AURORA
PURCHASING SERVICES
15151 E. Alameda Parkway, Suite 5700
Aurora, Colorado 80012-1553
303-739-7100

THIS PURCHASE ORDER MUST APPEAR ON ALL PACKAGES AND CORRESPONDENCE.
INVOICING MUST ACCOMPANY ALL SHIPMENTS.

R1932

PURCHASE ORDER NO 20P0338

DATE 03/09/20

TO: 111476
HOLLAND & KNIGHT LLP
SUITE 1100
800 17TH STREET NW
WASHINGTON, DC 20006

REQUEST NO. CMA20022

PAGE Page 1 of 1

BUYER MR BUY006

DEPARTMENT	DELIVER INVOICE TO	FREIGHT TERMS	PAYMENT TERMS	DELIVER BY/EXPIRATION
Intergov't Relations	CITY MANAGER ADMINISTRATION 15151 E ALAMEDA PKWY 5TH FLOOR AURORA, CO 80012	Destination	NET 30	12/31/20

ITEM	QTY/UNITS	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NO.
001	1 SV	THIS AWARD IS ISSUED TO COVER THE COST OF: FEDERAL LOBBYING SERVICES FOR THE CITY OF AURORA THROUGH 12/31/20.	130,000.00	130,000.00	1702462200

VENDOR CONTACT: LAURIE HETTINGER-202-642-0356
LAURI.HETTINGER@HKLAW.COM
CITY CONTACT ROBERTO VENEGAS 303-739-7007

AWARDED IN ACCORDANCE WITH PROFESSIONAL SERVICES AGREEMENT DATED 11/27/18 (1ST EXTENSION YEAR), AND RFP #R-1932.

REFERENCE CITY CODE 2-674(2).

THE 2020 AWARD TO HOLLAND & KNIGHT LLP IN THE AMOUNT OF $130,000.00 WAS REPORTED TO CITY COUNCIL ON THE WEEKLY REPORT OF 3/2/20.

NOTE: THE TERMS AND CONDITIONS ON REVERSE SIDE OF PURCHASE ORDER DO NOT APPLY TO THIS AWARD.

961-51

TOTAL AMOUNT ▶ 130,000.00

AUTHORIZED SIGNATURE

MR

NOTICE: THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY ATTACHMENTS HERETO.

TAX EXEMPT #98-02596