

**CONTRACT FOR PUBLICATION OF  
THE COLORADO GENERAL ASSEMBLY'S  
SESSION LAWS AND  
COLORADO REVISED STATUTES**

**I. PARTIES**

This Contract (hereinafter called "Contract"), is entered into by and between Matthew Bender & Company, Inc., a New York corporation (hereinafter referred to as "LexisNexis" or "Contractor") and the General Assembly of the State of Colorado, acting through its Committee on Legal Services (hereinafter referred to as the "State" or the "Committee").

**II. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Contract is not effective or enforceable until the later of: (i) January 1, 2013; or (ii) the approval and signature by the Colorado State Controller or the Controller's designee, the Attorney General or the Attorney General's designee, and the Chairperson of the Committee (hereinafter called the "Effective Date"). The State is not liable to pay or reimburse the Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**III. RECITALS**

**A. Authority, Appropriation, and Approval.** Authority to enter into this Contract exists in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

**B. Provisions of Law Pertaining to the Publication of the Law.** Part 1 of article 5 of title 2, Colorado Revised Statutes, contains substantive requirements applicable to this Contract for publication of the General Assembly's laws, authorizes the Committee to determine the conditions of the Contract, provides that the State Attorney General shall approve the Contract as to legality, the State Controller shall approve the Contract as the designee of the Governor, and the Chairperson of the Committee, for and on behalf of the State, is authorized to execute the Contract.

The Committee has found that economy and efficiency will be achieved by combining the Contract for the publication of the Session Laws with that for the publication of the C.R.S.

The Committee selected LexisNexis after issuing a request for proposals and conducting a competitive bid process, pursuant to section 2-5-105, C.R.S.

**C. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

**D. Purpose.** The purpose of this Contract is to fulfill, consistent with the provisions of section 2-5-105, C.R.S., the obligation set forth in Section 8 of Article XVIII of the Colorado Constitution requiring the General Assembly to provide for the publication of the laws passed at each session thereof.

**E. References.** All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

#### **IV. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. "CD-ROM"** means compact disc read-only memory.

**B. "Contract"** means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments, or references incorporated therein pursuant to Colorado State law, fiscal rules, and State Controller Policies.

**C. "C.R.S." or "Statutes"** means Colorado Revised Statutes, the official codification of the General Assembly's revised statutes, fully annotated and indexed and annually published in a softbound set of volumes.

**D. "DVD"** means digital video disc.

**E. "General Assembly"** means the Colorado General Assembly.

**F. "Exhibits and other Attachments"** means the following, which are attached hereto and incorporated by reference herein:

Exhibit A: Colorado Revised Statutes [sample]

- Exhibit B: C.R.S. Index [sample]
- Exhibit C: Colorado Court Rules [sample]
- Exhibit D: Session Laws [sample]
- Exhibit E: Red Book [sample]
- Exhibit F: Special Supplement - Voter-Approved Changes [sample]
- Exhibit G: Special Supplement - Session Laws [sample]
- Exhibit H: Special Supplement - C.R.S. [sample]

G. "LexisNexis" or "Contractor" means Matthew Bender & Company, Inc., a New York corporation, a member of the LexisNexis Group.

H. "Office" means the General Assembly's Office of Legislative Legal Services.

I. "Party or Parties" means the State or Contractor or both the State and Contractor.

J. "Red Book" means the official tabulation that cross-indexes the Session Laws and the Statutes, which is published as part of the Session Laws.

K. "Revisor" means the employee of the General Assembly authorized pursuant to section 2-3-503, C.R.S., to perform the duties and exercise the powers specified in part 7 of article 3 of title 2, C.R.S., that are entrusted to the revisor of statutes.

L. "Session Laws" means the official publication of the laws enacted at each session of the General Assembly.

M. "State" means the state of Colorado.

## V. TERM

**A. Initial Term - State's Option to Extend.** Except as provided in section V.B., the term of the Contract is five years, from January 1, 2013, to December 31, 2017. The Committee may extend the term of the Contract for one additional period of not more than five years if it finds that such an extension would be in the public interest.

**B. Effective Upon Signature.** This Contract becomes effective upon the later of: (i) January 1, 2013; or (ii) the approval and signature by the State Controller, the Attorney General, and the Chairperson of the Committee, as described in section II.

**C. Not a Multiple State Fiscal Year Financial Obligation.** Notwithstanding section V.A., this Contract is not a multiple State fiscal year financial obligation, and either Party

may terminate this agreement at the end of any State fiscal year by giving sixty days' prior written notice. If this Contract is terminated pursuant to this section V.C., no obligations or duties provided for in subsequent State fiscal years apply in any way, and there is no right to enforce or require either Party to adhere to the Contract. No penalties of any kind apply if either Party elects to terminate the Contract pursuant to this section V.C.

**D. Right of Rejection -- Termination.** Either Party may terminate this Contract if the other Party is unable to perform or if performance is unsatisfactory under the terms of this Contract. The Committee expressly reserves the right to reject all printing or composition done by LexisNexis if any material or workmanship does not conform to this Contract, and all such work shall be redone by LexisNexis without expense to the State either for labor or materials, and the State may retain any payment due under this Contract until such corrections are made. Rejection pursuant to this section V.D. is not grounds for termination of the Contract unless the Committee so determines in writing.

## **VI. SCOPE OF WORK**

**A. Statutes, Constitution, Court Rules.** A general description of the Statutes is found in sections 2-5-117 and 2-5-118, C.R.S. The 2011 Statutes consist of 20 volumes of between 480 and 1,824 pages each, including two volumes dedicated to the court rules and two volumes containing indices and comparative tables. The Office will prepare the annotations, indices, and other editorial work contained in the Statutes. The Office will provide LexisNexis with the text of the United States Constitution, the Colorado Constitution, and the Colorado court rules, as amended, for publication. The Office understands that LexisNexis may use a version of the United States Constitution that LexisNexis receives from another source for the public access website discussed in section VI.E.

**B. Session Laws and Red Book.** A general description of the Session Laws is found in sections 24-70-223 through 24-70-226, C.R.S. The 2011 Session Laws are comprised of approximately 2,300 pages in three softbound volumes, although the average is 3,200 pages. The Red Book, which is published as part of the Session Laws, lists the sections of the Statutes that have been amended or enacted by the bills set out in the Session Laws. The Office will prepare the editorial work included in the Red Book.

**C. Duty to Print, Deliver, Warehouse, Advertise, and Sell Statutes, Session Laws, Red Book.** LexisNexis shall print, deliver, warehouse, advertise for sale, and sell the Statutes, Session Laws, Red Book, and any laws initiated by or referred to the people of the State to be published in special supplements, and shall provide customer support regarding the same to both the Office and the public.

**D. CD-ROMs or DVDs.** LexisNexis shall produce, deliver, warehouse, advertise for sale, and sell the Statutes, Session Laws, Colorado Advance Legislative Service, Colorado Opinions of the Attorney General, Colorado court rules, and Colorado judicial decisions on CD-ROMs or DVDs, with periodic updates in January and May, to the public, and shall provide to the Committee without charge 600 subscriptions to the updates. LexisNexis shall use a search engine for the CD-ROMs or DVDs that has been approved annually by the Office. The Office shall not unreasonably withhold approval of the search engine proposed by LexisNexis. The Office will provide LexisNexis with the text for the Colorado Advance Legislative Service. LexisNexis will secure the text for the Opinions of the Attorney General and the Colorado judicial decisions for publication on the CD-ROMs or DVDs.

**E. Public Access on Internet.**

1. LexisNexis shall host, without charge to the State, a fully annotated version of the Statutes, the United States Constitution, the Colorado Constitution, and the Colorado court rules, each in a searchable format, on a website selected by LexisNexis, which service shall be accessible from the Colorado General Assembly's home page. The public is entitled to access this website without charge. LexisNexis shall provide the State with a link to the appropriate website and the technical assistance that will allow the State to create a link on the General Assembly's home page and the location selected by LexisNexis. The public-access website shall be in an easy-to-navigate and intuitively searchable format that is user-friendly and in compliance with the World Wide Web Consortium (W3C) standards for usability and section 505 of the federal "Americans with Disabilities Act of 1990", as amended.
2. LexisNexis shall timely update the site each time the CD-ROM or DVD publication, or any update to a publication, is prepared. LexisNexis shall also timely update the site to reflect legislation enacted as the result of an extraordinary legislative session or voter-approved changes affecting the Colorado Constitution or the Statutes or to make general corrections identified by the Office. Subject to approval by the Committee (which approval shall not be unreasonably withheld), users of the website version of the Statutes, United States Constitution, the Colorado Constitution, and Colorado court rules may be subject to terms and conditions similar to those imposed by LexisNexis and the affiliates of Reed Elsevier on similar materials, including prohibitions on commercial use of such materials, and LexisNexis may include in the website version of the Statutes, the United States Constitution, the Colorado Constitution, and Colorado court rules links to other materials and services; except that, under no condition shall such terms and conditions

obligate the State, or any of its departments, agencies, or political subdivisions, to indemnify any user or other party.

3. The Office shall attempt to provide LexisNexis with the Statutes information by the 10th of August of each year and LexisNexis shall have the Internet site operational within 30 days thereafter. LexisNexis shall use a search engine for the Internet version of the Statutes that has been approved annually by the Office. The Office shall not unreasonably withhold approval of the search engine proposed by LexisNexis. LexisNexis shall provide the State with a link to be published on the General Assembly's home page.
4. LexisNexis shall ensure that the on-line public access to the Statutes includes, at a minimum, the following:
  - a. A method of linking the Internet user to the pertinent chapter of the current year's Session Laws as the Governor acts on legislation that amends, repeals, or adds to provisions of the Statutes;
  - b. A method of linking the Internet user to the pertinent chapter of the Session Laws from the source notes;
  - c. The capability of allowing the Internet user to capture a universal resource locator (URL) that will link directly to a specific statute on the Internet site or other method by which the user may achieve the same result;
  - d. The capability of allowing the Internet user to print at one time at least one full section of the Statutes or 10 pages of the Statutes, whichever is greater; and
  - e. A unique and distinctive icon identifying the Colorado Revised Statutes that may be used by hosts of other Internet sites to link users directly to the public-access version of the Statutes. The Office shall approve the design of the icon.

**F. LexisNexis Passwords.** LexisNexis shall provide the Office with six complimentary passwords to the LexisNexis legal research service, which service will provide the Office with online access to all state statutes and the federal statutes of the United States, the published judicial decisions of all states in the United States and the Federal District Courts, Circuit Courts, and Supreme Court, and legal research tools including *Shepard's*® and research tools used in the *lexis.com*® research system. Users of the passwords will be subject

to the customary terms and conditions of use, which terms and conditions shall not require the State, or any of its departments, agencies, or political subdivisions, to indemnify any user or other party.

**G. Electronic Books (*ebooks*).** LexisNexis shall develop, market for sale to the public, and sell, all without charge to the State, electronic books (*ebooks*) of the C.R.S., the editorial work ancillary to the Statutes, and the Session Laws. LexisNexis shall provide one hundred copies of the *ebooks* to the Office without charge.

**H. Timing.** Printing under this Contract occurs after each annual session of the General Assembly, in June for the Session Laws and Red Book and in August for the Statutes, and as may be required following any extraordinary session or election.

**I. Modification of Contract for Change in Law Impacting Technology.** At the discretion of the Committee, this Contract may be renegotiated and, if mutually agreed, modified to reflect any changes in the law addressing the official version of the Statutes and Session Laws in order to allow for the use of a web-based, locally controlled, or other method of authenticating and preserving the integrity of the Statutes and Session Laws or other legal material that are available in an electronic record format via the Internet.

## **VII. PRINTING REQUIREMENTS**

**A. Time of the Essence.** It is the essence of this Contract that all requirements be performed in a timely and professional manner. Accordingly, LexisNexis shall use its best efforts to comply with the deadlines established in this section VII, and failure to meet such deadlines subjects LexisNexis to the provisions of sections XIV and XV. Any period of performance required under this Contract may be extended only upon written approval of the Committee. At the earliest possible date, LexisNexis shall file a written request for an extension of time, setting forth the number of additional days requested and the reason for the request. The Committee may extend the period of performance for delay caused by reasons that, in the sole opinion of the Committee, warrant an extension of time. The Committee shall extend the period of performance in the following instances:

1. Delay caused by federal laws or regulations;
2. Delay caused by labor disputes amounting to cessation of operation of printing;
3. Delay caused by acts of God;

4. Delay caused by action of the State or the Committee, and without fault by LexisNexis.

**B. Format.**

1. The printing, binding, type font, point size, and page size for the text of the Statutes, Session Laws, and Red Book shall match in materials and form the current publications printed in 2011 as closely as possible and shall not be changed without the prior written approval of the Committee.
2. On the front page of each volume of the Statutes, Session Laws, Red Book, and CD-ROMs (or DVDs), the name and address of LexisNexis may appear in customary form as printer and distributor.

**C. Electronic Files and Proofing.** The Office shall provide LexisNexis with computer zip files or any similar compression software chosen by the Office containing the provisions to be printed from which LexisNexis shall produce a proof print for the United States Constitution, the Colorado Constitution, and for each statutory title. The files for the Statutes use SGML computer coding or any similar publication software chosen by the Office; the files for the Session Laws and Red Book use WordPerfect X4 (14) and PDF format or any similar word processing software chosen by the Office. LexisNexis shall maintain software that can read the coding and produce pages (some of which will include multiple columns, tables, or PDF files), pagination, and running heads. The Office shall proof and review the proof print, and LexisNexis shall make any corrections made by the Office.

**D. Deadlines.**

1. Forty-five days prior to the end of each regular session of the General Assembly, or as soon as practicable thereafter, the Office shall confer with LexisNexis regarding the number of volumes per set that the Parties estimate will be required for publication of the Statutes and Session Laws.
2. The Office shall provide LexisNexis with final approval to print as expeditiously as possible, and may do so with regard to individual titles for the Statutes and chapters or bills for the Session Laws and Red Book. LexisNexis shall print and bind approximately 3,200 pages in the Session Laws, on average, and the Red Book in no more than 30 days after LexisNexis's receipt of the last necessary final approval to print and the annual softcover volumes of the Statutes in no more than 30 days after LexisNexis's receipt of the last

necessary final approval to print. LexisNexis shall prepare proof prints, transmit them to the Office, make any necessary corrections, and perform the printing and binding within the specified times.

3. LexisNexis shall make the public access on-line version of the Statutes available to the public not more than 30 days after approval and release of the final C.R.S. title by the Office, or such other timing as mutually agreed upon by the Office and LexisNexis.
4. LexisNexis shall complete the CD-ROMs or DVDs of the United States Constitution, the Colorado Constitution, and Statutes and ship them not more than 20 days after approval and release of the final C.R.S. title by the Office, or such other timing as mutually agreed upon by the Office and LexisNexis. LexisNexis shall prepare subsequent updates of the CD-ROMs or DVDs in January and May, or as otherwise mutually agreed upon by the Office and LexisNexis.

**E. Paper Specification.** To publish the Statutes, Session Laws, and Red Book, LexisNexis shall use paper that is acid-free, alkaline-based, permanent type paper that conforms to the American national standards for permanent paper for printed library materials (ANSI Z3948) unless otherwise directed by the State or as otherwise specified in section 2-5-105.5, C.R.S.

**F. On-site Personnel.** During each year of the Contract, and in particular during the months of April through June, LexisNexis shall have management personnel on-site at the State Capitol building if requested to respond to questions and address any difficulties in meeting the conditions of the Contract.

**G. Authority to subcontract.** The State herein authorizes LexisNexis to subcontract the printing, binding, and distribution requirements of this Contract to Cadmus Communications or such other responsible party as mutually agreed to by the Parties. LexisNexis is solely responsible for all aspects of subcontracting arrangements and performance under this Contract. Any and all subcontracts entered into by LexisNexis related to its performance hereunder shall comply with all applicable federal and state laws.

## **VIII. SALES**

### **A. Session Laws and Red Books.**

1. Subject to the terms of paragraph 2. of this subsection A., LexisNexis shall annually provide the State with 1200 sets of the Session Laws at an annual

cost to the State during the term of this Contract of \$30,282. This cost also includes 3,150 Red Books. The State may purchase additional sets of the Session Laws and Red Book for \$25.25 per set.

2. LexisNexis may adjust, by increasing or decreasing, the annual cost amount specified in paragraph 1. of this subsection A. by no more than 3 percent each year beginning January 1, 2014, based upon changes in the United States Bureau of Labor Statistics Producer Price Index for Technical, Scientific, and Professional Book Publishing, if any. If LexisNexis exercises its rights under this paragraph 2., it shall provide written notice of the actual amount of the adjustment to the Office no later than March 15th of the year in which the annual cost amount specified in paragraph 1. of this subsection A is to be adjusted.
3. Pursuant to the provisions of section 24-70-225, C.R.S., LexisNexis shall sell the Session Laws and Red Book to the public at the cost price per copy purchased for use of the State plus twenty percent and delivery charges. LexisNexis estimates that the public sale price per set of the Session Laws for 2013, including the Red Book, will be \$30.30, plus delivery charges.

#### **B. Statutes.**

1. Subject to the terms of paragraph 2. of this subsection B., LexisNexis shall annually provide the State with 3,150 sets of Statutes at an annual flat rate cost to the State during the term of this Contract of \$128,750. The State may purchase additional sets for \$36.00 each and additional individual volumes for \$10.50 each.
2. LexisNexis may adjust, by increasing or decreasing, the annual flat rate cost amount specified in paragraph 1. of this subsection A. by no more than 3 percent each year beginning January 1, 2014, based upon changes in the United States Bureau of Labor Statistics Producer Price Index for Technical, Scientific, and Professional Book Publishing, if any. If LexisNexis exercises its rights under this paragraph 2., it shall provide written notice of the actual amount of the adjustment to the Office no later than March 15th of the year in which the flat rate cost amount specified in paragraph 1. of this subsection A is to be adjusted.
3. LexisNexis may set the public sale price for the Statutes. LexisNexis estimates that the public sale price per set will initially be \$297.00, plus

delivery charges. LexisNexis shall make individual volumes of the Statutes available for sale to the public for \$40.00 each.

**C. CD-ROMs or DVDs.**

1. LexisNexis shall annually provide the Committee with 600 subscriptions to the CD-ROMs (or DVDs), which shall be updated quarterly, at no additional charge to the State. The Committee may purchase additional CD-ROMs (or DVDs) at the discounted cost of \$475.00 per CD-ROM (or DVD) without purchasing additional sets of the Statutes; the additional CD-ROMs (or DVDs) are not in lieu of any sets of the Statutes that the Committee may purchase.
2. LexisNexis may set the public sale price for the CD-ROMs (DVDs). LexisNexis estimates that the public sale price per CD-ROM (DVD) will initially be \$950.00, plus delivery charges. LexisNexis may offer a special pricing option to the public for a purchase of the Statutes and the CD-ROM (DVD).

**D. Electronic Books**

1. After LexisNexis develops the C.R.S. in *ebook* form, LexisNexis shall annually provide the Office with one hundred copies of the C.R.S. *ebook*, at no charge to the State; the Committee may purchase additional *ebooks* at the discounted cost of fifty per cent (50%) of the list price without purchasing additional sets of the Statutes. The additional *ebooks* are not in lieu of any sets of the Statutes that the Committee may purchase.
2. LexisNexis may set the public sale price for the *ebooks*.

**E. Accounting.** At any time during the term of the Contract upon demand of the Committee and without fee, LexisNexis shall furnish the Committee with an accounting of actual printing, binding, production, and packaging costs for the Session Laws, Red Books, Statutes, CD-ROMs (or DVDs), and *ebooks*. At the option of the Committee, LexisNexis shall make its premises and all records available to the representatives of the Committee for any financial, inventory, performance, or other audit deemed necessary by the Office.

**F. Subscription List.** At any time during the term of the Contract upon demand of the Committee and without fee, LexisNexis shall furnish the Committee with a complete list of those persons and entities that subscribe to the sales of Session Laws and Red Books, CD-

ROMs (or DVDs), or Statutes (in book and *ebook* formats). LexisNexis has notified the State that during the term of this Contract, the list is confidential commercial data that is not available as a public record in accordance with section 24-72-204 (3) (a) (IV), C.R.S. The State agrees to keep the list confidential during the term of this Contract, unless otherwise required by law. Upon termination of this Contract, the Committee may use such list in whatever manner it deems appropriate, including making such list available to any subsequent contractors.

**G. Taxes.** LexisNexis is responsible for the collection of any sales or other taxes as may be assessed on sales to the public and for remission of any such tax to the appropriate State agencies.

**H. Inventory.** LexisNexis shall maintain and warehouse a sufficient number of copies of the current and previous years' Statutes, Session Laws, Red Books, and CD-ROMs (or DVDs) to meet public demand.

**I. Customer Service.** LexisNexis shall promptly answer all consumer inquiries relating to the distribution of the Session Laws, Red Books, and Statutes and, upon request and without charge, shall perform such incidental services to enhance customer relations as a private publisher may reasonably be expected to perform in aid of its own publications. LexisNexis shall advertise the availability of the Session Laws, Red Books, and Statutes as a private publisher may reasonably be expected to advertise its own publications. At all times during the term of this Contract, LexisNexis shall maintain at least one sales person in the Denver metropolitan area and a toll-free telephone number through which subscribers can consult LexisNexis concerning billings or other matters relating to the printing and distribution. LexisNexis shall consult with the Office regarding appropriate advertising and customer relations.

**J. Delivery.** LexisNexis shall provide for delivery of all publications prepared for State use in the State capitol complex in the manner and on such dates as are required by the Office. Regarding delivery of publications prepared for State use other than in the State capitol complex, the Office shall provide LexisNexis with the information from which LexisNexis shall create delivery labels. The Parties shall mutually agree upon the means of delivery. LexisNexis shall warehouse the printed volumes without charge until the Office requests delivery. LexisNexis is fully responsible for all loss, damage, or destruction of all publications for State use prior to delivery by LexisNexis. Delivery occurs upon actual receipt by the Office or State agency.

## **IX. PAYMENT BY THE STATE**

**A. Payment.** The Office shall make final payment for each set of publications provided to the State under this Contract as soon as reasonably possible and in no event later than forty-five calendar days after acceptance thereof. LexisNexis will complete the printing, binding, and delivery of the sets to the Committee and provide the Office a statement of the price for each set. The Committee may delay or deny payment if it rejects the publications for any reason as specified in section V.D. Failure of the Committee to give written notice of acceptance or rejection within thirty calendar days after delivery to the Office of such set constitutes acceptance of the set.

**B. Subject to Appropriation - Available Funds - Termination.** All payments to be made by the State pursuant to this Contract are specifically made dependent upon prior appropriation and availability of funds. If sufficient funds are either not appropriated or are otherwise unavailable, the State shall notify LexisNexis in writing as to whether both Parties' obligations are cancelled or postponed as to the publication covered by the failure. The Committee shall not submit any work to LexisNexis unless a prior appropriation has been made therefor. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in section XVIII (Colorado Special Provisions). Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments is limited to the amount remaining of such encumbered funds. If State funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

**C. Erroneous Payments.** At the State's sole discretion, payments made to LexisNexis in error for any reason, including overpayments or improper payments, and unexpended or excess funds received by LexisNexis, may be recovered from LexisNexis by deduction from subsequent payments under this Contract or other contracts or agreements between the State and LexisNexis or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**D. Use of Funds.** Contract funds may be used only for eligible costs identified in this Contract or related to it.

## **X. COPYRIGHT**

**A. Property of the State.** The Statutes and the ancillary publications thereto, Session Laws, and Red Book, as published, are the sole property of the State as owner and publisher thereof and are copyrighted for and in behalf of the State, to the extent that they are not a part of the public domain. Pursuant to section 2-5-115, C.R.S., the Committee maintains the authority to copyright for and in behalf of the State the original and editorial work ancillary to the Statutes, including source notes, editors notes, cross references, annotations, indices, and tables.

**B. Republication.** LexisNexis shall not publish, reprint, or distribute, whether by use of printed matter or by use of computer or other electronic or digital means, all or any part of the Statutes, Session Laws, or Red Book, except pursuant to the terms of this Contract or section 2-5-118, C.R.S. LexisNexis shall be the exclusive distributor of the official print version of the statutes.

1. Pursuant to section 2-5-118, C.R.S., LexisNexis may publish, reprint, or distribute, whether by use of printed matter or by use of computer or other electronic or digital means, all or any part of the Statutes, Session Laws, or Red Book for its own commercial use in exchange for LexisNexis's performance of its obligations pursuant to section VI.E. and, in addition to LexisNexis's provision to the Office for State use of six complimentary passwords to the LexisNexis legal research service as referenced in section VI.F., the provision of six Microsoft Office software licenses and access for the users of those licenses to Lexis® for Microsoft Office. This provision obviates the need for LexisNexis and its affiliates to seek from the Committee during the term of this Contract any further authorization pursuant to section 2-5-118, C.R.S.

**C. Printing and Distribution Rights.** The printing and distribution rights granted pursuant to this Contract are personal to LexisNexis and shall not be transferred, assigned, or succeeded to in whole or in part without the written consent of the Committee, except that LexisNexis may use its subcontractors (in accordance with sections VII.G. and XVII.C.) and the affiliates of Reed Elsevier to fulfill its obligations under this Contract.

**D. Digest of Bills.** Except as specified in this subsection D., the Digest of Bills, as prepared by the Office, is the sole property of the State as owner and publisher thereof and all exclusive rights granted by 17 U.S.C. § 106 are held by the State. The State hereby grants LexisNexis the right to register a copyright of its derivative works based upon the Digest of Bills and such derivative works are the sole property of LexisNexis as owner and publisher

thereof. Without limiting the generality of the foregoing, as owner of such derivative works, LexisNexis is entitled to distribute such derivative works in any and all media whether now existing or later developed.

## **XI. REPRESENTATIONS AND WARRANTIES**

LexisNexis makes the following specific representations and warranties, each of which the State relied on in entering into this Contract:

**A. Standard and Manner of Performance.** LexisNexis shall perform its obligations hereunder in accordance with the highest standards of care, skill, and diligence in LexisNexis's industry and in the manner set forth in this Contract.

**B. Legal Authority -- LexisNexis Signatory.** LexisNexis warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, to bind LexisNexis to its terms. If requested by the State, LexisNexis shall provide the State with proof of LexisNexis's authority to enter into this Contract within 15 days after receiving such request.

**C. Licenses, Permits, etc.** LexisNexis represents and warrants that, as of the Effective Date, it has, and that at all times during the term of this Contract will have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder without reimbursement by the State or other adjustment in Contract funds. Additionally, all employees, agents, and subcontractors of LexisNexis performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. LexisNexis, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal, or non-renewal of licenses, certifications, approvals, insurance, permits, or any such similar requirements necessary for LexisNexis to properly perform the terms of this Contract is a material breach by LexisNexis and constitutes grounds for termination of this Contract.

## **XII. INSURANCE**

LexisNexis and its subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of the Contract. All policies evidencing the insurance

coverage required hereunder must be issued by insurance companies that are satisfactory to LexisNexis and the State.

**A. Contractor.** Because LexisNexis is not a "public entity" within the meaning of the "Colorado Governmental Immunity Act", article 10 of title 24, C.R.S., LexisNexis shall obtain and maintain during the term of this Contract, insurance coverage and policies meeting the same requirements set forth in subsection B. of this section with respect to subcontractors that are also not "public entities".

**B. Contractors - Subcontractors.** LexisNexis shall require each contract with subcontractors other than those that are public entities, providing goods or services in connection with this Contract, to include insurance requirements substantially similar to the following:

1. Worker's compensation insurance as required by State statute, and employer's liability insurance covering all of LexisNexis's or its subcontractor's employees acting within the course and scope of their employment.
2. Commercial general liability insurance written in "ISO" occurrence form CG 00-01 10/93 or its equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - a. \$1,000,000 each occurrence;
  - b. \$1,000,000 general aggregate;
  - c. \$1,000,000 products and completed operations aggregate; and
  - d. \$50,000 on any fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to LexisNexis a certificate or other document satisfactory to LexisNexis showing compliance with this provision.

3. Automobile liability insurance covering any automobile (including owned, hired, and non-owned automobiles) with a minimum limit of \$1,000,000 each accident combined single limit.

4. The State shall be named as additional insured on all commercial general liability and automobile liability insurance policies required of LexisNexis and any subcontractors hereunder.

5. Coverage required of LexisNexis and any subcontractors shall be primary over any insurance or self-insurance program carried by LexisNexis or the State.

6. The above insurance policies must include provisions preventing cancellation or non-renewal without at least 30 days' prior written notice to LexisNexis and LexisNexis shall forward such notice to the State in accordance with section XVI of this Contract (Notices and Representatives) within seven days after LexisNexis's receipt of the notice.

7. All insurance policies in any way related to this Contract and secured and maintained by LexisNexis or its subcontractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against LexisNexis or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates.** LexisNexis and all subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days after the Effective Date of this Contract. No later than fifteen days prior to the expiration date of any such coverage, LexisNexis and each subcontractor shall deliver to the State or LexisNexis certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, LexisNexis and each subcontractor shall, within ten days after such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this section XII.

### **XIII. BREACH**

**A. Defined.** In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against LexisNexis, or the appointment of a receiver or similar officer for LexisNexis or any of its property, that is not vacated or fully stayed within twenty days after the institution or occurrence thereof, also constitutes a breach.

**B. Notice and Cure Period.** In the event of a breach, the aggrieved Party shall give notice in writing to the other Party in the manner provided in section XVI (Notices and

Representatives). If the breach is not cured within thirty days after receipt of written notice, or if a cure cannot be completed within thirty days after receipt of the written notice, or if cure of the breach has not begun within thirty days after receipt of the written notice and pursued with due diligence, the State may exercise any of the remedies set forth in section XIV. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

#### **XIV. REMEDIES.**

If LexisNexis is in breach under any provision of this Contract, the State has all of the remedies listed in this section XIV in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in section XIII. B. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause or Breach.** The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right is not a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

1. To the extent specified in any termination notice, LexisNexis shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, LexisNexis shall complete and deliver to the State all work, services, and goods not cancelled by the termination notice and may incur obligations as are necessary to do so within the Contract's terms. At the sole discretion of the State, LexisNexis shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, LexisNexis shall take timely, reasonable, and necessary action to protect and preserve property in the possession of LexisNexis in which the State has an interest. All materials owned by the State in the possession of LexisNexis shall be immediately returned to the State. All work product, at the option of the State, shall be delivered by LexisNexis to the State and shall become the State's property.

2. The State shall reimburse LexisNexis only for accepted performance up to the date of termination. If, after termination by the State, it is determined that LexisNexis was not in breach or that LexisNexis's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations

of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

3. Notwithstanding any other remedial action by the State, LexisNexis shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by LexisNexis and the State may withhold any payment to LexisNexis for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from LexisNexis is determined. The State may withhold any amount that may be due LexisNexis as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. LexisNexis shall be liable for excess costs incurred by the State in procuring from third parties replacement work, services, or substitute goods as cover.

**B. Early Termination in the Public Interest.** The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and the Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by LexisNexis, which shall be governed by subsection A of this section XIV or as otherwise specifically provided for herein.

1. The state shall notify LexisNexis of such termination in accordance with section XVI (Notices and Representatives). The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

2. Upon receipt of a termination notice, LexisNexis shall be subject to and comply with the same obligations and rights set forth in subsection A. 1. of this section XIV.

3. If the State terminates this Contract pursuant to this subsection B., then LexisNexis shall be paid an amount that bears the same ratio to the total reimbursement under this Contract as LexisNexis's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than sixty percent completed, the State may reimburse LexisNexis for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by LexisNexis that are directly attributable to the uncompleted portion of LexisNexis's obligations hereunder, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to LexisNexis hereunder.

**C. Remedies Not Involving Termination.** The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

1. Suspend LexisNexis's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling LexisNexis to an adjustment in price or cost or performance schedule. LexisNexis shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by LexisNexis after the suspension of performance under this provision.
2. Withhold payment to LexisNexis until corrections in LexisNexis's performance are satisfactorily made and completed.
3. Deny payment for those obligations not performed that, due to LexisNexis's actions or inactions, cannot be performed or, if performed, would be of no value to the State, provided that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.
4. Notwithstanding any other provisions herein, the State may demand immediate removal of any of LexisNexis's employees, agents, or subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interests.
5. If LexisNexis infringes on a patent, copyright, trademark, trade secret, or other intellectual property right while performing its obligations under this Contract, LexisNexis shall, at the State's option:
  - a. Obtain for the State or LexisNexis the right to use such products and services;
  - b. Replace any goods, services, or other products involved with non-infringing products or modify them so that they become non-infringing; or
  - c. If neither of the foregoing alternatives is reasonably available, remove any infringing goods, services, or products and refund the price paid therefor to the State.

## **XV. ADDITIONAL REMEDY PROVISIONS**

**A. Time Is of the Essence.** The Parties agree that time is of the essence in this Contract, that a failure by LexisNexis to meet any of the publication deadlines provided for in section VII.D. causes substantial damage to the State, that the amount of such damage is difficult to determine exactly, and that, therefore, the specification of liquidated damages is appropriate.

**B. Liquidated Damages.** The Parties agree that the following liquidated damages apply to any failure by LexisNexis to meet any of the publication deadlines provided for in section VII.D.:

1. For any delay for which the Committee has not extended the deadline pursuant to section VII.A. not exceeding three days in meeting a deadline with regard to the Session Laws and Red Book, a two percent discount on the price established in section VIII.A.1. For each further delay of a period of up to three days, a successive discount of two percent from the previously discounted price shall apply. In no event, however, shall the total discount imposed under this paragraph exceed ten percent. Any discounts imposed pursuant to this paragraph do not diminish the amount that LexisNexis may charge the public for the Session Laws and Red Book.
2. For any delay for which the Committee has not extended the deadline pursuant to section VII.A. not exceeding three days in meeting a deadline with regard to the Statutes, a one percent discount on the price established in section VIII.B.1. For each further delay of a period of up to three days, a successive discount of one percent from the previously discounted price shall apply. In no event, however, shall the total discount imposed under this paragraph exceed ten percent.

**C. Cumulative.** All liquidated damages specified in this article are cumulative with any other remedies the State may have and apply only to LexisNexis's failure to comply with publication deadlines and not to any other breach of or failure to comply with this Contract.

## **XVI. NOTICES AND REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand-delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by

electronic mail to the electronic mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Name and title of person:	Jennifer Gilroy, Revisor of Statutes
Department Name:	Office of Legislative Legal Services
Address:	200 E. Colfax State Capitol Building, Room 091
City, State, Zip:	Denver, CO 80203
Email address:	jennifer.gilroy@state.co.us

**B. LexisNexis**

Name and Title of Person:	Nikki Daugherty, Director, Government Content Acquisition
Department Name:	LexisNexis
Address:	701 E. Water Street, #421
City, State, Zip:	Charlottesville, VA 22911
Email address:	nikki.daugherty@lexisnexus.com

**XVII. GENERAL PROVISIONS**

**A. Bond.** LexisNexis shall deliver to the Committee within ten days after the date of execution of this Contract and keep and maintain in force at all times during the term of this Contract a good and sufficient bond in the amount of \$500,000, conditioned so as to secure satisfactory performance of the Contract.

**B. Qualified to Do Business.** LexisNexis must, at all times during the term of this Contract, be fully qualified to do business in the State and be in good standing under the laws of the State of Colorado.

**C. Assignment and Subcontracts.** Except as otherwise provided in section VII.G., LexisNexis's rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by LexisNexis or the State are subject to all of the provisions hereof. LexisNexis is solely responsible for all aspects of subcontracting arrangements and performance.

**D. Binding Effect.** Except as otherwise provided in paragraph C. of this section XVII., all provisions herein contained, including the benefits and burdens, extend to and are binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

**E. Captions.** The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

**F. Counterparts.** This Contract may be executed in multiple original counterparts, all of which constitute one agreement.

**G. Entire Understanding.** This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings oral or written are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto do not have any force or effect whatsoever, unless embodied herein.

**H. Indemnification.** LexisNexis shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by LexisNexis, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof do not waive, either expressly or impliedly, any of the immunities, right, benefits, protections, or other provisions, of the "Colorado Governmental Immunity Act", article 10 of title 24, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, as applicable, as now or hereafter amended.

**I. Jurisdiction and Venue.** All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue is in the City and County of Denver.

**J. Modification.**

1. **By the Parties.** Except as specifically provided in this Contract, modifications of this Contract are not effective unless agreed to in writing by the Parties in an amendment or addendum to this Contract, properly executed and approved in accordance with applicable Colorado State law and State fiscal rules. Modifications permitted under this Contract, other than Contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

2. **By Operation of Law.** This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification is automatically incorporated into and is a part of this Contract on the effective date of such change, as if fully set forth herein.

**K. Order of Precedence.** The provisions of this Contract govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including those provided by LexisNexis, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions, section XVIII;
2. The provisions of the main body of this Contract;
3. Exhibits.

**L. Severability.** Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason does not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

**M. Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, survive such termination and are enforceable by the State if LexisNexis fails to perform or comply as required.

**N. Taxes.** The State is exempt from all federal excise taxes under the federal Internal Revenue Code, chapter 31 (No. 84-730123K), and from all State and local government sales and use taxes under parts 1 and 2 of article 26 of title 39, C.R.S.

**O. Third-Party Beneficiaries.** Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract and do not create any rights for such third parties.

**P. Waiver.** Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, does not waive any subsequent breach of such term, provisions, or requirement, or of any other term, provision, or requirement.

**Q. CORA Disclosure.** To the extent not prohibited by federal law, this Contract and the performance measures and standards under section 24-103.5-101, C.R.S., if any, are subject to public release through the "Colorado Open Records Act", part 1 of article 72 of title 24, C.R.S.

## **XVIII. COLORADO SPECIAL PROVISIONS**

**A. Controller's Approval [§24-30-202 (1), C.R.S.].** This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

**B. Fund Availability [§24-30-202 (5.5), C.R.S.].** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. Governmental Immunity.** No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the "Colorado Governmental Immunity Act", 24-10-101 *et seq.*, C.R.S., or the federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

**D. Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) Provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

**E. Compliance with Law.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. Choice of Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

**G. Binding Arbitration Prohibited.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

**H. Software Piracy Prohibition [Governor's Executive Order D 002 00].** State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. Employee Financial Interest/Conflict of Interest [§§24-18-201 and 24-50-507, C.R.S.].** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. Vendor Offset [§§24-30-202 (1) and 24-30-202.4, C.R.S.].** Subject to section 24-30-202.4 (3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) Unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in section 39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. Public Contracts for Services [§8-17.5-101, C.R.S.].** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to section 8-17.5-102 (5) (c), C.R.S. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) Shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to section 8-17.5-102 (5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, institution of higher education, or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or section 8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education, or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

#### **XIX. ADDITIONAL COLORADO SPECIAL PROVISION**


**Constitutional Gift Ban. [Article XXIX Colorado Constitution].** LexisNexis and its subcontractors are aware of and shall comply with the provisions of section 3 of Article XXIX of the Constitution of the State of Colorado to the extent the provisions of such article are applicable.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day first above written.


STATE OF COLORADO  
COMMITTEE ON  
LEGAL SERVICES

MATTHEW BENDER & COMPANY, INC  
A NEW YORK CORPORATION

  
Representative Bob Gardner, Chairperson

By:   
~~James F. Smyth, Vice President~~  
Anders Ganten, Senior Director

APPROVED AS TO LEGALITY  
John W. Suthers, Attorney General

By:   
Linda C. Shubow  
Senior Assistant Attorney General


14-0499170  
Federal ID Number

By:   
Corporate Secretary  
Kermit F. Lowery  
Assistant Secretary

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

Section 2-2-320 (2) (a), C.R.S., requires that the State Controller approve all state contracts. This Contract is not valid until the State Controller, or the State Controller's designee, has signed it. The Contractor is not authorized to begin performance until the Contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER  
David J. McDermott, C.P.A.

By:   
Robert Jauer

6-28-12  
Date

## INDEX TO ATTACHMENT A

- Exhibit A: Colorado Revised Statutes sample (with examples of embedded tables and forms)
- Exhibit B: C.R.S. Index sample
- Exhibit C: Colorado Court Rules sample (with form and index samples)
- Exhibit D: Session Laws sample
- Exhibit E: Red Book sample
- Exhibit F: Special Supplement - Voter-Approved Changes sample
- Exhibit G: Special Supplement - Session Laws
- Exhibit H: Special Supplement - C.R.S. Extraordinary Session

# Colorado Revised Statutes 2011

## Title 12 Professions and Occupations



Edited, Collated, Revised,  
Annotated, and Indexed  
Under the Supervision and Direction of the

COMMITTEE ON LEGAL SERVICES

by

JENNIFER G. GILROY OF THE COLORADO BAR,

REVISOR OF STATUTES,

AND THE

OFFICE OF LEGISLATIVE LEGAL SERVICES

Published with Annotations through 246 P.3d 667, 727 F. Supp. 2d 1075, 625 F.3d 1261, 131 S. Ct. 1304, 439 B.R. 761, 83 U. Colo. L. Rev. 361 (2011), 87 Denv. U.L. Rev. 970 (2010), and 40 Colo. Law. 45 (February 2011). (See Annotation Explanation on page ix.)

*Reenacted by the General Assembly as the  
Positive Statutory Law of Colorado of a General and Permanent Nature  
and as the Official Statutes of the State of Colorado*

**LexisNexis**  
*Printers and Distributors*

# TITLE 12

## PROFESSIONS AND OCCUPATIONS

**Cross references:** For disposition of moneys collected under this title, see §§ 24-35-101 and 24-36-103; for practicing a profession or operating a business without a license, see §§ 12-51-106 and 16-13-306; for rule-making procedures and license suspension and revocation procedures by state agencies, see article 4 of title 24; for the authority of the executive director of the department of regulatory agencies to change the period of validity and renewal date of any license or certificate issued by any examining or licensing board or commission in the division of registrations, see § 24-34-102 (7) and (8); for an alternative disciplinary action for persons licensed, registered, or certified pursuant to this title, see § 24-34-106.

### GENERAL

- Art. 1. Abstractors (Repealed).
- Art. 1.5. General Provisions, 12-1.5-101.
- Art. 2. Accountants, 12-2-101 to 12-2-132.
- Art. 3. Alcohol - Manufacture - Sale (Repealed).
- Art. 4. Architects (Repealed).
- Art. 5. Attorneys-at-law, 12-5-101 to 12-5-120.
- Art. 5.5. Audiologists and Hearing Aid Providers, 12-5.5-101 to 12-5.5-304.
- Art. 6. Automobiles, 12-6-101 to 12-6-537.
- Art. 7. Bail Bonding Agents, 12-7-101 to 12-7-113.
- Art. 8. Barbers and Cosmetologists, 12-8-101 to 12-8-133.
- Art. 9. Bingo and Raffles Law, 12-9-101 to 12-9-301.
- Art. 10. Boxing, 12-10-101 to 12-10-111.
- Art. 11. Slaughterers (Repealed).
- Art. 12. Cemeteries, 12-12-101 to 12-12-116.
- Art. 13. Life Care Institutions, 12-13-101 to 12-13-119.
- Art. 14. Colorado Fair Debt Collection Practices Act, 12-14-101 to 12-14-137.
- Art. 14.1. Colorado Child Support Collection Consumer Protection Act, 12-14.1-101 to 12-14.1-113.
- Art. 14.3. Colorado Consumer Credit Reporting Act, 12-14.3-101 to 12-14.3-109.
- Art. 14.5. Debt-management Services, 12-14.5-101 to 12-14.5-242.
- Art. 15. Commercial Driving Schools, 12-15-101 to 12-15-121.
- Art. 16. Farm Products and Farm Commodity Warehouses, 12-16-101 to 12-16-223.
- Art. 17. Cosmetologists (Repealed).
- Art. 18. Dance Halls, 12-18-101 to 12-18-105.
- Art. 19. Dance Schools (Repealed).
- Art. 20. Debt Management (Repealed).
- Art. 21. Detectives (Repealed).
- Art. 22. Pharmaceuticals and Pharmacists, 12-22-101 to 12-22-806.
- Art. 23. Electricians, 12-23-100.2 to 12-23-120.
- Art. 24. Employment Agencies (Repealed).
- Art. 25. Engineers, Surveyors, and Architects, 12-25-101 to 12-25-319.
- Art. 25.5. Escort Services, 12-25.5-101 to 12-25.5-115.
- Art. 26. Firearms - Dealers, 12-26-101 to 12-26-104.
- Art. 26.1. Background Checks - Gun Shows, 12-26.1-101 to 12-26.1-108.
- Art. 26.5. Handguns - Statewide Instant Criminal Background Check System (Repealed).
- Art. 27. Firearms - Purchase in Contiguous State, 12-27-101 to 12-27-104.
- Art. 28. Fireworks, 12-28-101 to 12-28-113.

**12-35.5-120. Repeal of article - review of functions.** (1) This article is repealed, effective September 1, 2013.

(2) (a) The registration functions of the director as set forth in this article are repealed, effective September 1, 2013.

(b) Prior to such repeal, the registration functions shall be reviewed pursuant to section 24-34-104, C.R.S.

Source: L. 2008: Entire article added, p. 1994, § 2, effective July 1.

## ARTICLE 36

### Medical Practice

**Cross references:** For the use of physical force by a physician, see § 18-1-703 (1) (e); for the "Colorado Medical Treatment Decision Act", see article 18 of title 15; for exemption of physicians and surgeons from civil liability for giving emergency assistance, see § 13-21-108; for the exemption from civil liability for persons administering tests to persons suspected of alcohol- or drug-related traffic offenses, see § 42-4-1301.1 (6); for the exemption from civil or criminal liability for physicians examining or treating minor victims of sexual assault, see § 13-22-106; for the exemption from civil or criminal liability for physicians acting pursuant to a declaration under the "Colorado Medical Treatment Decision Act", see § 15-18-110; for limitation on liability regarding transplants and transfusions of blood, see § 13-22-104; for the donation of human tissue, organ, or blood or a component thereof under the "Uniform Commercial Code", see § 4-2-102.

**Law reviews:** For article, "The Interprofessional Code", see 15 Colo. Law. 1795, 1977, and 2183 (1986) and 16 Colo. Law. 31 (1987); for article, "Administrative Subpoenas Under CRS Title 12: Defending Potential Abuse", see 22 Colo. Law. (1993); for article, "The Physician as the Hospital's Employee: SB 95-212", see 24 Colo. Law. 2345 (1995); for article, "Advance Medical Directives and the Authority to Compel Medical Treatment", see 29 Colo. Law. 59 (March 2000).

PART 1		12-36-107.4.	Physician assistant license - qualifications.
GENERAL PROVISIONS		12-36-107.5.	Colorado resident physicians trained at foreign medical schools. (Repealed)
12-36-101.	Short title.	12-36-107.6.	Foreign medical school graduates - degree equivalence.
12-36-102.	Legislative declaration.	12-36-108.	Approved medical college. (Repealed)
12-36-102.5.	Definitions.	12-36-109.	Approved internship. (Repealed)
12-36-103.	Colorado medical board - immunity - subject to termination - repeal of article.	12-36-110.	Approved residency. (Repealed)
12-36-104.	Powers and duties of board.	12-36-110.5.	Approved fellowship. (Repealed)
12-36-104.5.	Limitation on authority.	12-36-111.	Applications for license.
12-36-105.	Surety bond. (Repealed)	12-36-111.3.	Licensing panel.
12-36-106.	Practice of medicine defined - exemptions from licensing requirements - unauthorized practice by physician assistants - penalties - rules.	12-36-111.5.	Michael Skolnik medical transparency act - disclosure of information about licensees - rules. (Repealed)
12-36-106.3.	Collaborative agreements with advanced practice nurses - repeal. (Repealed)	12-36-112.	License fee. (Repealed)
12-36-106.4.	Collaboration with advanced practice nurses with prescriptive authority - preceptorships - mentorships - board rules.	12-36-113.	Examinations. (Repealed)
12-36-106.5.	Child health associates - scope of practice.	12-36-114.	Issuance of licenses - prior practice prohibited.
12-36-107.	Qualifications for licensure.	12-36-114.3.	Pro bono license - qualifications - reduced fee - rules.
12-36-107.2.	Distinguished foreign teaching physician license - qualifications.	12-36-114.5.	Reentry license.
		12-36-115.	License must be recorded. (Repealed)

12-36-116.	Refusal of license - issuance subject to probation.	12-36-131.	Existing licenses.
12-36-117.	Unprofessional conduct.	12-36-132.	Injunctive proceedings. (Repealed)
12-36-117.5.	Prescriptions - requirement to advise patients.	12-36-133.	Postmortem examinations by licensee - definition - application of this section.
12-36-118.	Disciplinary action by board - immunity - rules.	12-36-134.	Professional service corporations, limited liability companies, and registered limited liability partnerships for the practice of medicine - definitions.
12-36-118.5.	Confidential agreements to limit practice - violation grounds for discipline.	12-36-135.	Injuries to be reported - penalty for failure to report - immunity from liability.
12-36-119.	Appeal of final board actions.	12-36-136.	Determination of death.
12-36-120.	Other licensees of board - disciplinary action. (Repealed)	12-36-137.	Inactive license.
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12-36-122.	Physician training licenses.	12-36-139.	Limitations on liability relating to professional review actions. (Repealed)
12-36-122.5.	Intern, resident, or fellow reporting.	12-36-140.	Protection of medical records - licensee's obligations - verification of compliance - non-compliance grounds for discipline - rules.
12-36-123.	Procedure - registration - fees.		
12-36-123.5.	Physicians' and physician assistants' peer health assistance program.		
12-36-124.	Certification of licensing. (Repealed)		
12-36-125.	Division of fees - independent advertising or marketing agent.		
12-36-126.	Recovery of fees illegally paid.		
12-36-127.	Liability of persons other than licensee.		
12-36-128.	Advertising. (Repealed)		
12-36-128.5.	Public communications and advertisements. (Repealed)		
12-36-129.	Unauthorized practice - penalties.		
12-36-130.	Moneys collected. (Repealed)		

## PART 2

SAFETY TRAINING FOR  
UNLICENSED X-RAY TECHNICIANS

12-36-201 and  
12-36-202. (Repealed)

## PART 1

## GENERAL PROVISIONS

**12-36-101.** Short title. This article shall be known and may be cited as the "Colorado Medical Practice Act".

Source: L. 51: p. 562, § 2. CSA: C. 109, § 33(2). CRS 53: § 91-1-2. C.R.S. 1963: § 91-1-2. L. 79: Entire section amended, p. 507, § 1, effective July 1.

## ANNOTATION

This article is known as the "medical practice act". Colo. Chiropractic Ass'n v. State, 171 Colo. 395, 467 P.2d 795 (1970).

This article represents the basic law on the healing arts. Colo. Chiropractic Ass'n v. State, 171 Colo. 395, 467 P.2d 795 (1970).

Moreover, this article is the legislative declaration of the prevailing policy of this state in connection with the practice of medicine. Moon v. Mercy Hosp., 150 Colo. 430, 373 P.2d 944 (1962).

Title to former act held sufficient and valid. See Harding v. People, 10 Colo. 387, 15 P. 727 (1887); People ex rel. Colo. Bar Ass'n v. Erbaugh, 42 Colo. 480, 94 P. 349 (1908); People v. Max, 70 Colo. 100, 198 P. 150 (1921) (cases decided under repealed laws antecedent to CSA, C. 109, § 1).

Application of article. The supreme court ruled that § 24-4-104 (4), dealing with procedure for issuance, suspension, revocation, or renewal of licenses, was the authority for the

## Standard Premium Rate Schedule

Eligible Employers Percent of Excess	Reserve Ratio	Reserve Ratio	Reserve Ratio	Reserve Ratio	Reserve Ratio	Reserve Ratio	Reserve Ratio
+20 or more	0.0051	0.0056	0.0058	0.0062	0.0066	0.0071	0.0075
+18 to +19	0.0057	0.0062	0.0064	0.0069	0.0073	0.0078	0.0082
+16 to +17	0.0058	0.0063	0.0065	0.0070	0.0074	0.0079	0.0084
+14 to +15	0.0061	0.0067	0.0069	0.0075	0.0080	0.0086	0.0091
+12 to +13	0.0066	0.0072	0.0075	0.0082	0.0088	0.0095	0.0101
+10 to +11	0.0075	0.0083	0.0087	0.0094	0.0102	0.0110	0.0118
+8 to +9	0.0095	0.0105	0.0110	0.0120	0.0130	0.0140	0.0150
+6 to +7	0.0116	0.0129	0.0135	0.0148	0.0160	0.0173	0.0186
+4 to +5	0.0138	0.0154	0.0161	0.0177	0.0192	0.0207	0.0223
+2 to +3	0.0193	0.0214	0.0225	0.0247	0.0269	0.0291	0.0313
+0 to +1	0.0271	0.0302	0.0317	0.0348	0.0379	0.0410	0.0441
Unrated	0.0296	0.0326	0.0342	0.0373	0.0403	0.0434	0.0465
-0 to -1	0.0346	0.0386	0.0406	0.0447	0.0487	0.0527	0.0568
-2 to -3	0.0368	0.0412	0.0433	0.0476	0.0519	0.0562	0.0606
-4 to -5	0.0391	0.0437	0.0460	0.0506	0.0552	0.0598	0.0644
-6 to -7	0.0414	0.0462	0.0487	0.0535	0.0584	0.0633	0.0682
-8 to -9	0.0436	0.0488	0.0514	0.0565	0.0617	0.0668	0.0720
-10 to -11	0.0459	0.0513	0.0540	0.0595	0.0649	0.0703	0.0758
-12 to -13	0.0481	0.0539	0.0567	0.0624	0.0681	0.0738	0.0796
-14 to -15	0.0504	0.0564	0.0594	0.0654	0.0714	0.0774	0.0834
-16 to -17	0.0527	0.0589	0.0621	0.0683	0.0746	0.0809	0.0872
-18 to -19	0.0549	0.0615	0.0648	0.0713	0.0779	0.0844	0.0910
-20 to -21	0.0572	0.0640	0.0674	0.0743	0.0811	0.0879	0.0948
-22 to -23	0.0594	0.0666	0.0701	0.0772	0.0843	0.0914	0.0986
-24 to -25	0.0617	0.0690	0.0727	0.0801	0.0875	0.0949	0.1023
More than -25	0.0628	0.0703	0.0740	0.0815	0.0890	0.0964	0.1039

of premiums has been terminated by the division under the authority of section 8-76-110 (4) (e) or (4) (f).

(V) and (VI) Repealed.

(b) (I) Effective October 1, 1983, each employer's rate for the twelve months commencing January 1 of any calendar year shall be determined on the basis of his record prior to the computation date for such year. The computation date for any calendar year shall be July 1 of the year next preceding such calendar year.

(II) (A) The total of all an employer's premiums paid on his or her own behalf on or before thirty-one days immediately after the computation date and the total benefits that were chargeable to the employer's account and were paid before the computation date, with respect to weeks, or any established payroll period of unemployment, beginning prior to the computation date, shall be used to compute his or her premium rate for the ensuing calendar year in accordance with the table set forth in either sub-subparagraph (B) or (C) of this subparagraph (II); except that, for rate years 1985 and thereafter, the maximum rate for negative excess employers shall be .054 as shown in the table set forth in sub-subparagraph (C) of this subparagraph (II). "Percent of excess", in both said tables, means the percentage resulting from dividing the excess of premiums paid over benefits charged by the average chargeable payroll, computed to the nearest one percent. The word "to" in the column headings, which make reference to fund balances (resources available for benefits), means "not including".

(B)

#### PREMIUM RATE SCHEDULE - POSITIVE EXCESS EMPLOYERS

Percent of Excess	Fund Level in Millions of Dollars											0 or Deficit
	450 Million Plus	396 to 450 Million	342 to 396 Million	306 to 342 Million	270 to 306 Million	234 to 270 Million	198 to 234 Million	162 to 198 Million	126 to 162 Million	90 to 126 Million	More than Zero to 90 Million	
+20 or more	.000	.000	.000	.000	.001	.002	.003	.003	.003	.003	.003	.010
+19	.000	.000	.000	.001	.002	.003	.003	.003	.003	.003	.003	.010
+18	.000	.000	.000	.001	.002	.003	.003	.003	.003	.003	.003	.010
+17	.000	.000	.001	.001	.003	.003	.003	.003	.003	.003	.003	.010
+16	.000	.000	.001	.001	.003	.003	.003	.003	.003	.003	.004	.011
+15	.000	.001	.001	.001	.003	.003	.003	.003	.003	.003	.005	.012
+14	.000	.001	.001	.001	.003	.003	.003	.003	.003	.004	.006	.013
+13	.001	.001	.001	.001	.003	.003	.003	.003	.004	.005	.007	.014
+12	.001	.001	.001	.001	.003	.003	.003	.004	.005	.006	.008	.015
+11	.001	.001	.001	.001	.003	.003	.004	.005	.006	.007	.009	.016
+10	.001	.001	.001	.002	.003	.004	.005	.006	.007	.008	.010	.017
+9	.001	.001	.002	.003	.004	.005	.006	.007	.008	.009	.011	.018
+8	.001	.002	.003	.004	.005	.006	.007	.008	.009	.010	.012	.019
+7	.002	.003	.004	.005	.006	.007	.008	.009	.010	.011	.013	.020
+6	.002	.004	.005	.006	.007	.008	.009	.010	.011	.012	.014	.021
+5	.003	.005	.006	.007	.008	.009	.010	.011	.012	.013	.015	.022
+4	.004	.006	.007	.008	.009	.010	.011	.012	.013	.014	.016	.023
+3	.007	.009	.010	.011	.012	.013	.014	.015	.016	.017	.019	.024
+2	.011	.012	.013	.014	.015	.016	.017	.018	.019	.020	.022	.025
+1	.015	.016	.017	.018	.019	.020	.021	.022	.023	.023	.025	.026
+0	.020	.021	.022	.023	.023	.024	.024	.025	.025	.026	.027	.027
Unrated	.017	.017	.017	.017	.017	.017	.017	.017	.017	.017	.017	.017

(C)

#### PREMIUM RATE SCHEDULE - NEGATIVE EXCESS EMPLOYERS

Percent of Excess	Fund Level in Millions of Dollars											0 or Deficit
	450 Million Plus	396 to 450 Million	342 to 396 Million	306 to 342 Million	270 to 306 Million	234 to 270 Million	198 to 234 Million	162 to 198 Million	126 to 162 Million	90 to 126 Million	More than Zero to 90 Million	
-0	.028	.028	.028	.028	.028	.028	.028	.028	.028	.028	.028	.030
-1	.029	.029	.029	.029	.029	.029	.029	.029	.029	.029	.029	.031
-2	.030	.030	.030	.030	.030	.030	.030	.030	.030	.030	.030	.032
-3	.031	.031	.031	.031	.031	.031	.031	.031	.031	.031	.031	.033
-4	.032	.032	.032	.032	.032	.032	.032	.032	.032	.032	.032	.034
-5	.033	.033	.033	.033	.033	.033	.033	.033	.033	.033	.033	.035

Percent of Excess	450 Million Plus	396 to 450 Million	342 to 396 Million	306 to 342 Million	270 to 306 Million	234 to 270 Million	198 to 234 Million	162 to 198 Million	126 to 162 Million	90 to 126 Million	More than Zero to 90 Million	0 or Deficit
-6	.034	.034	.034	.034	.034	.034	.034	.034	.034	.034	.034	.036
-7	.035	.035	.035	.035	.035	.035	.035	.035	.035	.035	.035	.037
-8	.036	.036	.036	.036	.036	.036	.036	.036	.036	.036	.036	.038
-9	.037	.037	.037	.037	.037	.037	.037	.037	.037	.037	.037	.039
-10	.038	.038	.038	.038	.038	.038	.038	.038	.038	.038	.038	.040
-11	.039	.039	.039	.039	.039	.039	.039	.039	.039	.039	.039	.041
-12	.040	.040	.040	.040	.040	.040	.040	.040	.040	.040	.040	.042
-13	.041	.041	.041	.041	.041	.041	.041	.041	.041	.041	.041	.043
-14	.042	.042	.042	.042	.042	.042	.042	.042	.042	.042	.042	.044
-15	.043	.043	.043	.043	.043	.043	.043	.043	.043	.043	.043	.045
-16	.044	.044	.044	.044	.044	.044	.044	.044	.044	.044	.044	.046
-17	.045	.045	.045	.045	.045	.045	.045	.045	.045	.045	.045	.047
-18	.046	.046	.046	.046	.046	.046	.046	.046	.046	.046	.046	.048
-19	.047	.047	.047	.047	.047	.047	.047	.047	.047	.047	.047	.049
-20	.048	.048	.048	.048	.048	.048	.048	.048	.048	.048	.048	.050
-21	.049	.049	.049	.049	.049	.049	.049	.049	.049	.049	.049	.051
-22	.050	.050	.050	.050	.050	.050	.050	.050	.050	.050	.050	.052
-23	.051	.051	.051	.051	.051	.051	.051	.051	.051	.051	.051	.053
-24	.052	.052	.052	.052	.052	.052	.052	.052	.052	.052	.052	.054
-25	.053	.053	.053	.053	.053	.053	.053	.053	.053	.053	.053	.054
More than -25	.054	.054	.054	.054	.054	.054	.054	.054	.054	.054	.054	.054

(III) Only those wages paid for covered employment that occurred prior to the computation date and reported to the division on or before thirty-one days immediately following the computation date will be used to determine the experience rate effective for the next calendar year.

(IV) Whenever an employer subject to the provisions of articles 70 to 82 of this title acquires, prior to the computation date and pursuant to section 8-76-104, all or a segregable portion of the organization, trade, and business or substantially all of the assets of an employer who was subject to the provisions of articles 70 to 82 of this title at the time of such acquisition, and such successor submitted in writing that he met the conditions set forth in section 8-76-104, a total or partial transfer of the experience rating record of the predecessor employer shall be made as provided in section 8-76-104. No merger of such accounts for experience rating purposes will be made for the rate effective the next calendar year unless such information is submitted to the division on or before sixty days following the computation date.

(V) When the fund level on July 1 of any year reaches one and six-tenths percent of the total wages, the director of the division of employment and training shall recommend to legislative council a proposed premium rate decrease.

(c) If the federal unemployment tax rate is reduced below three percent, the maximum rate listed in the table shall not exceed ninety percent of the reduced federal unemployment tax rate.

(d) Notwithstanding any provisions to the contrary, any employer, at any time prior to March 15 of any year, may pay voluntary premiums in addition to the premiums and surcharges provided under articles 70 to 82 of this title. Voluntary premiums shall be credited to the employer's account and be used in determining the employer's rate for the current calendar year and subsequent calendar years; except that, if an employer is delinquent in the payment of any premiums or surcharges due, the voluntary premium payments shall be reduced by the total amount of delinquent premiums and surcharges before such computation is made. No voluntary premiums paid pursuant to this paragraph (d) shall be refunded or applied to future premium liability.

(e) As used in this section, for the purpose of computing the premium rate of any employer, "annual payroll" means the total amount of wages for employment paid by an employer during the twelve-month period ending June 30. "Average chargeable payroll" means the average of the chargeable payrolls for the last three fiscal years ending June 30. For any employer who has not reported payrolls to the division for thirty-six consecutive months ending June 30, the division shall compute the average chargeable payroll by dividing the total chargeable payrolls of the employer during the three fiscal years ending June 30 by the total months during which such wages were paid and multiplying the amount so determined by twelve.

## DESIGNATED BENEFICIARY AGREEMENT

## DISCLAIMER

Warning: While this document may indicate your wishes, certain additional documents may be needed to protect these rights.

This designated beneficiary agreement is operative in the absence of other estate planning documents and will be superseded and set aside to the extent it conflicts with valid instruments such as a will, power of attorney, or beneficiary designation on an insurance policy or pension plan. This designated beneficiary agreement is superseded by such other documents and does not cause any changes to be made to those documents or designations. The parties understand that executing and signing this agreement is not sufficient to designate the other party for purposes of any insurance policy, pension plan, payable upon death designation or manner in which title to property is held and that additional action will be required to make or change such designations. The parties understand that this designated beneficiary agreement may be one component of estate planning instructions and that they are encouraged to consult an attorney to ensure their estate planning wishes are accomplished.

We, \_\_\_\_\_, (insert full name and address) referred to as party A, and \_\_\_\_\_, (insert full name and address) referred to as party B, hereby designate each other as the other's designated beneficiary with the following rights and protections, granted or withheld as indicated by our initials:

TO GRANT ONE OR MORE OF THE RIGHTS OR PROTECTIONS SPECIFIED IN THIS FORM, INITIAL THE LINE TO THE LEFT OF EACH RIGHT OR PROTECTION YOU ARE GRANTING. TO WITHHOLD A RIGHT OR PROTECTION, INITIAL THE LINE TO THE RIGHT OF EACH RIGHT OR PROTECTION YOU ARE WITHHOLDING.

A DESIGNATED BENEFICIARY AGREEMENT SHALL BE PRESUMED TO GRANT ALL OF THE RIGHTS AND PROTECTIONS LISTED IN THIS FORM UNLESS THE PARTIES WITHHOLD A RIGHT OR PROTECTION IN THE MANNER SET FORTH IMMEDIATELY ABOVE.

TO GRANT A RIGHT TO WITHHOLD A RIGHT OR PROTECTION OR PROTECTION  
INITIAL INITIAL

TO GRANT A RIGHT  
OR PROTECTION  
INITIAL

TO WITHHOLD A RIGHT  
OR PROTECTION  
INITIAL

Party A Party B

Party A Party B

— The right to acquire, hold title to, own jointly, or transfer inter vivos or at death real or personal property as a joint tenant with me with right of survivorship or as a tenant in common with me;

— The right to be designated by me as a beneficiary, payee, or owner as a trustee named in an inter vivos or testamentary trust for the purposes of a nonprobate transfer on death;

— The right to be designated by me as a beneficiary and recognized as a dependent in an insurance policy for life insurance;

TO GRANT A RIGHT  
OR PROTECTION

INITIAL

Party A Party B

TO WITHHOLD A RIGHT  
OR PROTECTION

INITIAL

Party A Party B

—	—	The right to be designated by me as a beneficiary and recognized as a dependent in a health insurance policy if my employer elects to provide health insurance coverage for designated beneficiaries;	—	—
—	—	The right to be designated by me as a beneficiary in a retirement or pension plan;	—	—
—	—	The right to petition for and have priority for appointment as a conservator, guardian, or personal representative for me;	—	—
—	—	The right to visit me in a hospital, nursing home, hospice, or similar health care facility in which a party to a designated beneficiary agreement resides or is receiving care;	—	—
—	—	The right to initiate a formal complaint regarding alleged violations of my rights as a nursing home patient as provided in section 25-1-120, Colorado Revised Statutes;	—	—
—	—	The right to act as a proxy decision-maker or surrogate decision-maker to make medical care decisions for me pursuant to section 15-18.5-103 or 15-18.5-104, Colorado Revised Statutes;	—	—
—	—	The right to notice of the withholding or withdrawal of life-sustaining procedures for me pursuant to section 15-18-107, Colorado Revised Statutes;	—	—
—	—	The right to challenge the validity of a declaration as to medical or surgical treatment of me pursuant to section 15-18-108, Colorado Revised Statutes;	—	—
—	—	The right to act as my agent to make, revoke, or object to anatomical gifts involving my person pursuant to the "Revised Uniform Anatomical Gift Act", part 1 of article 34 of title 12, Colorado Revised Statutes;	—	—
—	—	The right to inherit real or personal property from me through intestate succession;	—	—
—	—	The right to have standing to receive benefits pursuant to the "Workers' Compensation Act of Colorado", article 40 of title 8, Colorado Revised Statutes, in the event of my death on the job;	—	—
—	—	The right to have standing to sue for wrongful death in the event of my death; and	—	—
—	—	The right to direct the disposition of my last remains pursuant to article 19 of title 15, Colorado Revised Statutes.	—	—

THIS DESIGNATED BENEFICIARY AGREEMENT IS EFFECTIVE WHEN RECEIVED FOR RECORDING BY THE COUNTY CLERK AND RECORDER OF THE

# Colorado Revised Statutes 2011

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Comparative Tables



Prepared  
Under the Supervision and Direction of the

COMMITTEE ON LEGAL SERVICES

by

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The left-hand column of this table lists the section number of a statute as it appeared in C.R.S. 63, The right-hand column lists the section number as it appeared in the original version of C.R.S. 73 except as noted below.

For statutes that were repealed, moved, or changed subsequent to placement in the original version of C.R.S. 73 through 1991, a note to that effect has been placed following the specific statute entry. For example, the entry "3-4-1.....24-30-402" followed by the note "Subject Matter Changed, L. 81" indicates that section 3-4-1 from C.R.S. 63 became section 24-30-402 in C.R.S. 73, but the subject matter was changed in 1981. Similarly, the entry "3-4-7.....24-30-408" followed by "Subject Matter Similar to 24-30-401, L. 81" indicates that section 3-4-7 from C.R.S. 63 became 24-30-408 in C.R.S. 73, but similar provisions are now contained in section 24-30-401 as the result of amendments made in 1981.

If an entire body of law was rewritten resulting in the relocation of subject matter or repealed since the original publication of C.R.S. 73 through 1991, a note to that effect will precede the entries for those provisions.

C.R.S. 63	C.R.S.	C.R.S. 63	C.R.S.	C.R.S. 63	C.R.S.
Article 1 of title 12 Repealed, L. 83, p. 513, §4.		2-1-20 .....	12-2-105	3-2-3 .....	24-2-107
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2-1-7 .....	12-2-110	Repealed L. 90, p. 757, §30		3-3-3 .....	Repealed
Repealed L. 90, p. 757, §30		2-1-31 .....	12-2-102		L. 70, p. 107, §4
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# Colorado Revised Statutes 2011

Colorado Court Rules  
Book 1

Containing the Rules adopted or amended  
by the Supreme Court of Colorado  
and received by July 15, 2011



Annotated, Indexed, and Prepared for Publication  
Under the Supervision and Direction of the

COMMITTEE ON LEGAL SERVICES

by

JENNIFER G. GILROY OF THE COLORADO BAR,

REVISOR OF STATUTES,

AND THE

OFFICE OF LEGISLATIVE LEGAL SERVICES

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## CHAPTER 15

### REMEDIAL WRITS AND CONTEMPT

#### Rule 106. Forms of Writs Abolished

(a) **Habeas Corpus, Mandamus, Quo Warranto, Certiorari, Prohibition, Scire Facias and Other Remedial Writs in the District Court.** Special forms of pleadings and writs in habeas corpus, mandamus, quo warranto, certiorari, prohibition, scire facias, and proceedings for the issuance of other remedial writs, as heretofore known, are hereby abolished in the district court. Any relief provided hereunder shall not be available in the superior or county courts. In the following cases relief may be obtained in the district court by appropriate action under the practice prescribed in the Colorado Rules of Civil Procedure:

(1) Where any person not being committed or detained for any criminal or supposed criminal matter is illegally confined or restrained of his liberty;

(2) Where the relief sought is to compel a lower judicial body, governmental body, corporation, board, officer or person to perform an act which the law specially enjoins as a duty resulting from an office, trust, or station, or to compel the admission of a party to the use and enjoyment of a right or office to which he is entitled, and from which he is unlawfully precluded by such lower judicial body, governmental body, corporation, board, officer, or person. The judgment shall include any damages sustained;

(3) When any person usurps, intrudes into, or unlawfully holds or exercises any office or franchise, the district attorney of the proper district may and, when directed by the governor so to do, shall bring an action against such person in the name of the people of the state, but if the district attorney declines so to do, it may be brought upon the relation and complaint of any person. The Rule heretofore existing requiring leave of court to institute such proceedings is hereby abolished. When such an action is brought against a defendant alleged to have usurped, intruded into, or who allegedly unlawfully holds or exercises any public office, civil or military, or any franchise it shall be given precedence over other civil actions except similar actions previously commenced. The judgment may determine the rightful holder of the office or franchise;

(4) Where any governmental body or officer or any lower judicial body exercising judicial or quasi-judicial functions has exceeded its jurisdiction or abused its discretion, and there is no plain, speedy and adequate remedy otherwise provided by law:

(I) Review shall be limited to a determination of whether the body or officer has exceeded its jurisdiction or abused its discretion, based on the evidence in the record before the defendant body or officer.

(II) Review pursuant to this subsection (4) shall be commenced by the filing of a complaint. An answer or other responsive pleading shall then be filed in accordance with the Colorado Rules of Civil Procedure.

(III) If the complaint is accompanied by a motion and proposed order requiring certification of a record, the court shall order the defendant body or officer to file with the clerk on a specified date, the record or such portion or transcript thereof as is identified in the order, together with a certificate of authenticity. The date for filing the record shall be after the date upon which an answer to the complaint must be filed.

(IV) Within twenty days after the date of receipt of an order requiring certification of a record, a defendant may file with the clerk a statement designating portions of the record not set forth in the order which it desires to place before the court. The cost of preparing the record shall be advanced by the plaintiff, except that the court may, on objection by the plaintiff, order a defendant to advance payment for the costs of preparing such portion of the record designated by the defendant as the court shall determine is unessential to a complete understanding of the controversy; and upon a failure to comply with such order,

Form 30.  
CLAIM OF EXEMPTION TO  
WRIT OF GARNISHMENT WITH NOTICE

<input type="checkbox"/> County Court <input type="checkbox"/> District Court _____ County, Colorado Court Address: _____ _____ Plaintiff(s)/Petitioner(s): _____ v. _____ Defendant(s)/Respondent(s): _____		▲ COURT USE ONLY ▲ Case Number: _____ _____ Division _____ Courtroom _____
Judgment Debtor's Attorney or Judgment Debtor (Name and Address): _____ _____ Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____		
<b>CLAIM OF EXEMPTION TO WRIT OF GARNISHMENT WITH NOTICE</b>		

**Instruction to Judgment Debtor:** Use this form to claim your property is exempt from Garnishment.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address, if different: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I believe the following property is exempt:

Description of Property Being Held: \_\_\_\_\_

Value of Property Being Held: \$ \_\_\_\_\_

Amount of Value I Claim is Exempt: \$ \_\_\_\_\_

I claim the Property is Exempt because *(Please write the Exemption(s) listed in the Writ of Garnishment with Notice, if applicable):*

I certify that the above is correct to the best of my knowledge and belief and that I sent a copy of this document by ☐ certified mail (return receipt requested) to both the Garnishee and to the Judgment Creditor, or if the Judgment Creditor is represented by Counsel, ☐ certified mail (return receipt requested) to the Judgment Creditor's Attorney or ☐ E-Service to the Judgment Creditor's Attorney.

The person/place that was garnished \_\_\_\_\_ Judgment Creditor or Attorney \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

Subscribed under affirmation or oath  
before me on \_\_\_\_\_ (date)

\_\_\_\_\_  
Signature of Judgment Debtor or  
Judgment Debtor's Counsel and Reg. Number

My commission expires: \_\_\_\_\_

Notary Public/Deputy Clerk

FORM 30 R11/10 CLAIM OF EXEMPTION TO WRIT OF GARNISHMENT WITH NOTICE

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VOLUME 1

CHAPTERS 1 - 196

# LAWS

PASSED AT THE  
FIRST REGULAR SESSION  
OF THE

SIXTY-EIGHTH GENERAL ASSEMBLY OF THE  
STATE OF COLORADO  
CONVENED IN DENVER  
at 10 O'CLOCK A.M.  
WEDNESDAY, JANUARY 12, 2011,  
AND ADJOURNED SINE DIE ON  
WEDNESDAY, MAY 11, 2011

Published by authority of

BRANDON SHAFFER  
President of the Senate

FRANK MCNULTY  
Speaker of the House of Representatives

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LexisNexis  
2011

## CHAPTER 2

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PROFESSIONS AND OCCUPATIONS

---

HOUSE BILL 11-1015

BY REPRESENTATIVE(S) Jones, Court, Duran, Fields, Fischer, McCann, Pace, Schafer S., Solano, Todd, Vigil, Wilson;  
also SENATOR(S) Tochtrop, Williams S.

## AN ACT

CONCERNING THE LICENSURE OF CERTIFIED PUBLIC ACCOUNTANTS.

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

**SECTION 1.** 12-2-104 (1) (i), Colorado Revised Statutes, is amended to read:

**12-2-104. Powers and duties of board.** (1) The board has the power and duty to:

(i) Deny the issuance or renewal of, suspend for a specified period, or revoke a certificate; issue a letter of admonition to ~~or censure~~ or place on probation or fine any person who, while holding a certificate, violates ~~any of the provisions of this article~~; issue confidential letters of concern; issue cease-and-desist orders; or impose other conditions and limitations;

**SECTION 2.** 12-2-109 (1), the introductory portion to 12-2-109 (2), and 12-2-109 (2) (a) (II), Colorado Revised Statutes, are amended to read:

**12-2-109. Educational and experience requirements - rules - repeal.** (1) ~~Any~~ PRIOR TO JULY 1, 2015, A person ~~who has qualified under the provisions of section 12-2-108 shall be granted~~ MEETS THE EDUCATIONAL AND EXPERIENCE REQUIREMENTS NECESSARY TO BE ISSUED a certificate of certified public accountant IF THE PERSON HAS:

(a) ~~If the person:~~ SUCCESSFULLY COMPLETED A COURSE OF STUDY CONCERNING THE SUBJECT OF PROFESSIONAL ETHICS, APPROVED BY THE BOARD, AND HAS PASSED A WRITTEN EXAMINATION CONCERNING SUCH SUBJECT PREPARED AND GIVEN BY EDUCATIONAL INSTITUTIONS OR PROFESSIONAL ORGANIZATIONS DEEMED QUALIFIED

---

*Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.*

Ch. 335

Appropriations

2054

ITEM & SUBTOTAL	TOTAL	APPROPRIATION FROM				
		GENERAL FUND	GENERAL FUND EXEMPT	CASH FUNDS	REAPPROPRIATED FUNDS	FEDERAL FUNDS
\$	\$	\$	\$	\$	\$	\$

PART XVI  
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

## (I) ADMINISTRATION AND SUPPORT

## (A) Administration

Personal Services	4,768,486				4,745,500*	22,986
Retirements	(61.1 FTE)					
Health, Life, and Dental	481,145				481,145*	
Short-term Disability	7,079,144	588,613		2,463,310*	801,856*	3,225,365
S.B. 04-257 Amortization	131,341	11,579		45,611*	14,468*	59,683
Equalization Disbursement						
S.B. 06-235 Supplemental	2,075,598	180,994		721,531*	228,929*	944,144
Amortization Equalization						
Disbursement	1,667,136	144,468		579,802*	184,178*	758,688
Shift Differential	10,910	173		2,725*	15*	7,997
Workers' Compensation	303,605				303,605*	
Operating Expenses	1,262,707				1,262,707*	
Legal Services for 29,042 hours	2,198,770				2,198,770*	
Administrative Law Judge Services	8,144				8,144*	
Payment to Risk Management and Property Funds	86,714			9,069*	77,645*	24,247
Vehicle Lease Payments	344,839	1,081		258,670*	60,841*	12,244
Leased Space	5,883,438			233,106*	5,638,088*	
Capitol Complex Leased Space	31,686				31,686*	

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1004	Baumgardner, Harvey	Farm Truck Registration	Approved 5/4/2011	No Safety Clause	136	475
1005	Sonnenberg, Brophy	Reinstate Tax Exemption For Ag Products	Approved 5/23/2011	7/1/2011	194	755
1006	Coram, Schwartz	Regional Tourism Authority Boards	Approved 3/1/2011	3/1/2011	4	7
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1011	Peniston, Giron	Board Of Assessment Appeals Hearings	Approved 3/1/2011	No Safety Clause	15	41
1013	Schafer S., Bacon	Exempt Active Military Prof Regulation	Approved 4/13/2011	No Safety Clause	104	326
1014	DelGrosso, Roberts	Child Care Contrib Income Tax Credit	Approved 6/2/2011	No Safety Clause	247	1080
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1016	Summers, Boyd	Prohibit E-cigarette Possession By Minor	Approved 3/25/2011	3/25/2011	60	157
1017	Duran, Steadman	Replace Student Faculty Auraria Board	Approved 3/17/2011	3/17/2011	26	65
1018	Tyler, King S.	Electronically Transmitted Court Docs	Approved 3/1/2011	3/1/2011	18	46
1019	Kagan, Boyd	Exempt School-based Clinics Copy	Approved 3/17/2011	3/17/2011	27	67
1021	Todd, Steadman	Colorado Channel Authority Fiscal Year	Approved 3/1/2011	3/1/2011	20	51

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2011

### TABULATION

This tabulation indicates all changes made by amendments, additions, and repeals to Colorado Revised Statutes by the Sixty-eighth General Assembly at its First Regular Session in 2011. These changes will appear in the 2011 Colorado Revised Statutes.

Colorado Revised Statutes – "Red Book 2011"

Footnotes	C.R.S.	Change	Bill	Ch.	Bill §	Page	Eff. Date
	1-1-104 (32)	A	S-11-189	243	1	1062	05/27/11
	1-2-208	R	H-11-1219	176	5	673	05/13/11
	1-2-209	R	H-11-1219	176	5	673	05/13/11
	1-2-209.5	R	H-11-1219	176	5	673	05/13/11
	1-2-213 (2) (e)	A	H-11-1080	256	4	1123	06/02/11
	1-3-102 (1) (a) (I)	A	S-11-189	243	2	1062	05/27/11
	1-4-101 (1)	A	S-11-189	243	3	1062	05/27/11
	1-4-303 (1)	A	S-11-189	243	4	1063	05/27/11
	1-4-401 (1)	A	S-11-189	243	5	1063	05/27/11
	1-4-403 (2)	A	S-11-189	243	6	1063	05/27/11
	1-4-601 (1)	A	S-11-189	243	7	1063	05/27/11
	1-4-602 (1) (a) (I)	A	S-11-189	243	8	1063	05/27/11
	1-4-801 (5)	A	S-11-189	243	9	1064	05/27/11
	1-4-802 (1) (d)	A	S-11-189	243	10	1064	05/27/11
	1-4-802 (1) (f)	A	S-11-189	243	10	1064	05/27/11
	1-4-908 (3)	A	S-11-189	243	11	1064	05/27/11
	1-4-912	A	S-11-189	243	12	1065	05/27/11
	1-4-1102 (1)	A	S-11-189	243	13	1065	05/27/11
	1-4-1302 (1)	A	S-11-189	243	14	1065	05/27/11
	1-4-1304 (1.5) (b) (I)	A	S-11-189	243	15	1065	05/27/11
	1-8-103	R	H-11-1219	176	4	673	05/13/11
	1-8-103.3	R	H-11-1219	176	5	673	05/13/11
	1-8-103.5	R	H-11-1219	176	5	673	05/13/11
	1-8-111 (1)	A	H-11-1219	176	2	671	05/13/11
35	1-8-111 (1) (b)	A	S-11-189	243	16	1065	05/27/11
	1-8-113 (1) (a)	A	H-11-1219	176	3	672	05/13/11
	1-8-116	R	H-11-1219	176	5	673	05/13/11
	1-8-117 (1)	R	H-11-1219	176	5	673	05/13/11
	1-8-117 (2)	R	H-11-1219	176	5	673	05/13/11
	1-8-117 (3)	R	H-11-1219	176	5	673	05/13/11
	1-8-117 (4) (a)	R	H-11-1219	176	5	673	05/13/11
	1-8-117 (4) (b)	R	H-11-1219	176	4	673	05/13/11
	1-8-117 (5)	R	H-11-1219	176	5	673	05/13/11
	1-8-117 (6)	R	H-11-1219	176	5	673	05/13/11
	1-8-117 (7)	R	H-11-1219	176	5	673	05/13/11
	1-8.3-0 (entire article)	N	H-11-1219	176	1	664	05/13/11
	1-10-103 (2)	A	S-11-189	243	17	1066	05/27/11
	1-10.5-106 (2)	A	S-11-189	243	18	1066	05/27/11
2	1-40-102 (3.7)	N	H-11-1072	255	2	1102	08/10/11
2	1-40-106 (1)	A	H-11-1072	255	3	1102	08/10/11
2	1-40-106 (3) (b)	A	H-11-1072	255	3	1102	08/10/11
2	1-40-106 (4)	N	H-11-1072	255	3	1102	08/10/11
2	1-40-113 (1) (a)	A	H-11-1072	255	4	1104	08/10/11
2	1-40-113 (3)	A	H-11-1072	255	4	1104	08/10/11
2	1-40-117 (3) (b)	A	H-11-1072	255	5	1104	08/10/11
2	1-40-121	RE	H-11-1072	255	6	1105	08/10/11
	1-40-126.5	N	H-11-1035	25	1	63	03/17/11
2	1-40-135 (3) (a)	A	H-11-1072	255	7	1106	08/10/11
70	1-45-103 (12) (c)	A	H-11-1303	264	2	1148	08/10/11
	1-45-111.5 (4)	N	H-11-1117	35	1	97	03/21/11
2	2-2-322 (2.5)	N	H-11-1239	74	1	204	08/10/11
70	2-2-1404 (5) (c)	A	H-11-1303	264	3	1148	08/10/11
	2-3-103 (1)	A	S-11-115	114	1	359	04/13/11
2	2-3-103 (1.5)	N	S-11-082	109	1	338	08/10/11

**SPECIAL SUPPLEMENT**

**COLORADO  
REVISED STATUTES**



**2008**

**VOTER APPROVED CHANGES**

# DISPOSITION TABLE

## AMENDMENTS TO THE CONSTITUTION OF THE STATE OF COLORADO

### SYMBOLS

A..... Amended  
 N..... New  
 R..... Repealed

Footnote	Article and Section No.	Ballot Measure	Chng	Pg.
1	Article XVIII, § 5	Referendum N	R	5
1	Article XVIII, § 7	Referendum M	R	5
1	Article XVIII, § 9 (3)(d)	Amendment 50	A	5
1	Article XVIII, § 9 (4)(b)	Amendment 50	A	5
1	Article XVIII, § 9 (5)(a)	Amendment 50	A	5
1	Article XVIII, § 9 (5)(b)(II)	Amendment 50	A	5
1	Article XVIII, § 9 (7)	Amendment 50	N	5
1	Article XXII	Referendum N	R	9
1,2	Article XXVIII, § 2 (4.5)	Amendment 54	N	10
1,2	Article XXVIII, § 2 (8.5)	Amendment 54	N	10
1,2	Article XXVIII, § 2 (14.4)	Amendment 54	N	10
1,2	Article XXVIII, § 2 (14.6)	Amendment 54	N	10
1,2	Article XXVIII, § 13	Amendment 54	A	15
1,2	Article XXVIII, § 15	Amendment 54	N	15
1,2	Article XXVIII, § 16	Amendment 54	N	15
1,2	Article XXVIII, § 17	Amendment 54	N	16

<sup>1</sup> Section 1(4) of article V of the state constitution provides that initiated and referred measures shall take effect from and after the date of the official declaration of the vote thereon by proclamation of the Governor.

<sup>2</sup> Section 13 of article XXVIII provides that the effective date for provisions of said article concerning sole source government contracts is December 31, 2008.

# CONSTITUTION OF THE STATE OF COLORADO

## ARTICLE XVIII Miscellaneous

Source: Referred 2008: Section 5. Spurious and drugged liquors - laws concerning, repealed in its entirety, effective upon proclamation of the Governor.

Source: Referred 2008: Section 7. Land value increase - arboreal planting exempt, repealed in its entirety, effective upon proclamation of the Governor.

**Section 9. Limited gaming permitted.** (1) Any provisions of section 2 of this article XVIII or any other provisions of this constitution to the contrary notwithstanding, limited gaming in the City of Central, the City of Black Hawk, and the City of Cripple Creek shall be lawful as of October 1, 1991.

(2) The administration and regulation of this section 9 shall be under an appointed limited gaming control commission, referred to in this section 9 as the commission; said commission to be created under such official or department of government of the state of Colorado as the general assembly shall provide by May 1, 1991. Such official or the director of the department of government shall appoint the commission by July 1, 1991. The commission shall promulgate all necessary rules and regulations relating to the licensing of limited gaming by October 1, 1991, in the manner authorized by statute for the promulgation of administrative rules and regulations. Such rules and regulations shall include the necessary defining of terms that are not otherwise defined.

(3) Limited gaming shall be subject to the following:

(a) Limited gaming shall take place only in the existing Colorado cities of: the City of Central, county of Gilpin, the City of Black Hawk, county of Gilpin, and the City of Cripple Creek, county of Teller. Such limited gaming shall be further confined to the commercial districts of said cities as said districts are respectively defined in the city ordinances adopted by: the City of Central on October 7, 1981, the City of Black Hawk on May 4, 1978, and the City of Cripple Creek on December 3, 1973.

(b) Limited gaming shall only be conducted in structures which conform, as determined by the respective municipal governing bodies, to the architectural styles and designs that were common to the areas prior to World War I and which conform to the requirements of applicable respective city ordinances, regardless of the age of said structures.

(c) No more than thirty-five percent of the square footage of any building and no more than fifty percent of any one floor of such building, may be used for limited

# LAWS

PASSED AT THE  
FIRST EXTRAORDINARY SESSION  
OF THE

SIXTY-FIFTH GENERAL ASSEMBLY OF THE  
STATE OF COLORADO  
CONVENED AT DENVER  
at 10 O'CLOCK A.M.  
THURSDAY, JULY 6, 2006  
AND ADJOURNED SINE DIE ON  
MONDAY, JULY 10, 2006

Published by authority of  
JOAN FITZ-GERALD  
President of the Senate

ANDREW ROMANOFF  
Speaker of the House of Representatives

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LexisNexis  
2006

## CHAPTER 1

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**TAXATION**

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## HOUSE BILL 06S-1020

BY REPRESENTATIVE(S) Benefield and Berens, Harvey, Kerr J., Penry, Schultheis, Balmer, Borodkin, Buescher, Carroll M., Cloer, Curry, Green, Hefley, Jahn, Kerr A., Liston, Lundberg, Massey, McCluskey, Merrifield, Paccione, Romanoff, Rose, Solano, Soper, Stafford, Todd, Witwer, and Marshall;  
also SENATOR(S) Windels.

**AN ACT**

CONCERNING THE ELIMINATION OF A STATE INCOME TAX BENEFIT FOR A BUSINESS THAT PAYS AN UNAUTHORIZED ALIEN TO PERFORM LABOR SERVICES, AND, IN CONNECTION THEREWITH, PROHIBITING CERTAIN WAGES OR REMUNERATION PAID TO AN UNAUTHORIZED ALIEN FOR LABOR SERVICES FROM BEING CLAIMED AS A DEDUCTIBLE BUSINESS EXPENSE FOR STATE INCOME TAX PURPOSES IF, AT THE TIME THE BUSINESS HIRED THE UNAUTHORIZED ALIEN, THE BUSINESS KNEW OF THE UNAUTHORIZED STATUS OF THE ALIEN UNLESS SPECIFIED EXCEPTIONS APPLY AND, TO THE EXTENT SUCH A PAYMENT WAS CLAIMED AS A DEDUCTION IN DETERMINING THE BUSINESS' FEDERAL INCOME TAX LIABILITY, REQUIRING AN AMOUNT EQUAL TO THE PROHIBITED DEDUCTION TO BE ADDED TO THE BUSINESS' FEDERAL TAXABLE INCOME FOR THE PURPOSE OF DETERMINING STATE INCOME TAX LIABILITY.

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

**SECTION 1.** 39-22-104 (3), Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW PARAGRAPH to read:

**39-22-104. Income tax imposed on individuals, estates, and trusts - single rate - definitions.** (3) There shall be added to the federal taxable income:

(i) AN AMOUNT EQUAL TO A BUSINESS EXPENSE FOR LABOR SERVICES THAT IS DEDUCTED PURSUANT TO SECTION 162 (a) (1) OF THE INTERNAL REVENUE CODE BUT THAT IS PROHIBITED FROM BEING CLAIMED AS A DEDUCTIBLE BUSINESS EXPENSE FOR STATE INCOME TAX PURPOSES PURSUANT TO SECTION 39-22-529.

**SECTION 2.** 39-22-304 (2), Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW PARAGRAPH to read:

**39-22-304. Net income of corporation.** (2) There shall be added to federal

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*Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.*

## COMPARATIVE TABLE

This tabulation indicates all changes made by amendments, additions, and repeals in Colorado Revised Statutes by the Sixty-fifth General Assembly at its First Extraordinary Session in 2006.

## EXPLANATION OF SYMBOLS AND FOOTNOTES

### SYMBOLS

A	...	Amended
N	...	New

### FOOTNOTES

- 1 This provision was contained in an act that is referred to the people under referendum. It will be submitted to a vote of the people at the November 2006 election and will become effective upon the date of the Governor's proclamation if approved by the people.
- 2 This section of House Bill 06S-1015 shall take effect January 1, 2008, and shall apply to services performed and payment obligations accrued on or after said date unless the portal described in section 24-37.5-107 is not accessible to a person seeking to verify whether a taxpayer identification number is valid on or before said date, in which case this section shall take effect on the January 1 that immediately follows the date on which the portal becomes accessible and shall apply to services performed and payment obligations accrued on or after said January 1.
- 3 Senate Bill 06S-004 harmonized with Senate Bill 06S-005 and Senate Bill 06S-007.

**SPECIAL SUPPLEMENT**

**COLORADO  
REVISED STATUTES**



**2001**

**SECOND EXTRAORDINARY SESSION**

**COLORADO REVISED STATUTES**

**SPECIAL SUPPLEMENT**

Amendments to

Colorado Revised Statutes

Adopted at the

Second Extraordinary Session

September 20, 2001 through  
October 9, 2001

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Prepared for Publication

Under the Supervision and Direction of the  
COMMITTEE ON LEGAL SERVICES

by

CHARLES W. PIKE OF THE COLORADO BAR,  
REVISOR OF STATUTES,  
AND THE  
OFFICE OF LEGISLATIVE LEGAL SERVICES

(Note: This Special Supplement does not contain annotations.)

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## PUBLICATION NOTE

This supplement contains provisions that were enacted during the Second Extraordinary Session of the Sixty-third General Assembly. It is intended to be used in conjunction with the 2001 Colorado Revised Statutes. To determine the portions of the sections that were amended, see the source note following each section.

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# TITLE 24

## GOVERNMENT - STATE

### STATE OFFICERS

#### ARTICLE 22

##### State Treasurer

24-22-115. Tobacco litigation settlement  
cash fund - creation.

**24-22-115. Tobacco litigation settlement cash fund - creation.** (1) There is hereby created in the state treasury the tobacco litigation settlement cash fund. The cash fund shall consist of all moneys transmitted to the state treasurer in accordance with the terms of the master settlement agreement, the smokeless tobacco master settlement agreement, and the consent decree approved and entered by the court in the case denominated *State of Colorado, ex rel. Gale A. Norton, Attorney General v. R.J. Reynolds Tobacco Co.; American Tobacco Co., Inc.; Brown & Williamson Tobacco Corp.; Liggett & Myers, Inc.; Lorillard Tobacco Co., Inc.; Phillip Morris, Inc.; United States Tobacco Co.; B.A.T. Industries, P.L.C.; The Council For Tobacco Research—U.S.A., Inc.; and Tobacco Institute, Inc.*, Case No. 97 CV 3432, in the district court for the city and county of Denver other than moneys credited to the tobacco litigation settlement trust fund pursuant to section 24-22-115.5. Except as provided in subsection (2) of this section, all interest derived from the deposit and investment of moneys in the cash fund shall be credited to the cash fund; except that beginning with the fiscal year 2001-02, and each fiscal year thereafter, all interest derived from the deposit and investment of moneys in the cash fund shall be credited to the breast and cervical cancer prevention and treatment fund created pursuant to section 26-4-532, C.R.S. Except as provided in subsection (2) of this section, all moneys in the cash fund shall be subject to appropriation by the general assembly for such purposes as may be authorized by law in accordance with the terms of the settlement agreements and the consent decree. Except as provided in subsection (2) of this section, at the end of any fiscal year, all unexpended and unencumbered moneys and all moneys not appropriated for the following fiscal year in the cash fund shall be transferred to the tobacco litigation settlement trust fund.

(2) (a) There is hereby created in the state treasury, as an account within the tobacco litigation settlement cash fund established pursuant to subsection (1) of this section, the tobacco settlement defense account, which shall be used by the department of law in defending the state in lawsuits arising out of challenges to the master settlement agreement, the smokeless tobacco master settlement agreement, and the consent decree approved and entered by the court in the case denominated *State of Colorado, ex rel. Gale A. Norton, Attorney General v. R.J. Reynolds Tobacco Co.; American Tobacco Co., Inc.; Brown & Williamson Tobacco Corp.; Liggett & Meyers, Inc.; Lorillard Tobacco Co., Inc.; Phillip Morris, Inc.; United States Tobacco Co.; B.A.T. Industries, P.L.C.; The Council For Tobacco Research—U.S.A., Inc.; and Tobacco Institute, Inc.*, Case No. 97 CV 3432, in the district court for the city and county of Denver; challenges to duly enacted Colorado laws related to the tobacco litigation settlement, including, but without limitation, this section, sections 24-22-