

**PROPOSED BILL, AI POLICY WORKING GROUP (Version: KILO)**

March 2026

A BILL FOR AN ACT

**CONCERNING THE USE OF AUTOMATED DECISION MAKING TECHNOLOGY IN  
CONSEQUENTIAL DECISIONS,**

AND, IN CONNECTION THEREWITH, REPEALING AND REENACTING PART 17 OF  
ARTICLE 1 OF TITLE 6,

COLORADO REVISED STATUTES, REGARDING CONSUMER PROTECTION FROM  
UNLAWFUL DISCRIMINATION.

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

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

PART 17

AUTOMATED DECISION MAKING TECHNOLOGY IN CONSEQUENTIAL DECISIONS

**6-1-1701. Definitions.**

As used in this part 17, unless the context otherwise requires:

“Attorney general” means the attorney general of the state of Colorado.

“Automated decision-making technology” or ADMT means any technology that processes personal information and uses computation to generate output including predictions, recommendations, classifications, rankings, scores, or other information that is used to make, guide, or assist a decision, judgment, or determination concerning an individual.

ADMT does not include:

- (a) web hosting, domain registration, networking, caching, website-loading, data storage, firewalls, anti-virus, anti-malware, spam- and robocall-filtering, spellchecking, calculators, databases, and spreadsheets that require human analysis and do not use machine learning, foundation models, or large language models; or

- (b) A tool used solely to summarize, organize, translate, draft, route, or present information for human review of administrative processing; or
- (c) Any technology that communicates in natural language or other means readily understood by an average consumer for the purpose of providing consumers with information, making referrals or recommendations, answering questions, or generating other content, and,
  - i. The technology is not contracted, advertised, marketed, configured or intended to be used in a consequential decision;
  - ii. is subject to an acceptable use policy that prohibits generating content to be used in a consequential decision.

“Covered ADMT” means automated decision-making technology that is used to materially influence a consequential decision.

“Consequential decision” means a decision, determination, or action for a consumer, employee or applicant relating to one or more of the following domains: (a) education enrollment or an education opportunity; (b) employment or an employment opportunity with each being defined by the definition of Employee and Employer in section 8-4-101; (c) housing which is defined as the lease or purchase of residential real estate in Colorado; (d) a financial or lending service; (e) insurance, including underwriting, pricing, coverage, claims adjudication, or other determinations that materially affect access to benefits; (f) health care services; or (g) essential government services and public benefits, including eligibility and renewal determinations. A consequential decision includes a decision or action in one of the domains listed in (a) – (g) herein that materially affects the provision of or an individual’s access to, eligibility for, selection for, compensation for or establishes or materially influences a differentiated price, cost sharing, compensation, or other material terms in a manner that is reasonably likely to materially limit, delay, effectively deny, or otherwise fundamentally alter the individual’s access, eligibility, or opportunity.

“Consequential decision” does not include:

- (a) Low-stakes or routine decisions, actions, and business processes that do not materially affect eligibility for, selection for, denial from, compensation for, pricing of, or access to a covered opportunity or service in a covered domain, including routine scheduling, classroom personalization, administrative routing, customer service triage, communication of decisions, or workflow management;
- (b) Advertising, marketing, differentiated product recommendations, search, or content moderation.
- (c) Spreadsheets that require manual human analysis and do not use machine learning, foundation models, or large language models;
- (d) Actions in which an ADMT is used to summarize, organize, or present information for human review and the system does not produce a score, ranking, recommendation,

classification, prediction, or other inference that materially affects the outcome or decision;

(e) Narrow procedural tasks or data-processing functions that do not generate a prediction or inference about an individual or contribute to a consequential decision or consequential-decision process;

(f) Activities relating to technologies used for cybersecurity, fraud prevention (including identity verification; customer identification, monitoring, and reporting controls required under state or federal law; anti-money laundering and counter-terrorist financing controls; and economic sanctions compliance, including under the Bank Secrecy Act, the USA PATRIOT Act, the Red Flags Rule, and sanctions programs administered by the United States Department of the Treasury) (excluding facial recognition unless the sole purpose of which is to confirm that a specific person is the person he or she claims to be), spam filtering, system reliability; or

(g) Routine academic administration and student support processes that do not materially influence a consequential decision.

“Adverse outcome” means a decision outcome that denies, terminates, revokes, or materially reduces or restricts a consumer’s, employee’s, or job applicant’s access to, eligibility for, selection for, compensation for, or the provision of a covered opportunity or service, or that results in materially less favorable differentiated price, cost, compensation, or other material terms that are reasonably likely to materially limit, delay, or effectively deny, or otherwise fundamentally alter, such access, eligibility, or opportunity compared to terms offered to similarly situated individuals. Materially influencing price, cost sharing, compensation, or material terms includes imposing materially less favorable differentiated pricing or terms.

“Materially influences” means the ADMT output:

(a) is a non-de minimis factor that is used in making a consequential decision; and

(b) affects the outcome of the decision, including by constraining, ranking, scoring, recommending, classifying, or otherwise meaningfully altering how the decision is made. Materially influences does not include incidental, trivial or clerical uses.

“Consumer” has the same meaning as set forth in section 6-1-1303 (6), and for purposes of this part 17 includes consumers, employees, and job applicants who are Colorado residents, and any individual whose access to, eligibility for, or opportunity in Colorado is evaluated in a consequential decision by a person doing business in Colorado.

“Deployer” means a person doing business in Colorado that deploys a covered ADMT.

“Deployer covered use” means a deployer’s use of a covered ADMT to materially influence a consequential decision concerning a consumer, employee, or job applicant.

“Developer” (a) means a person doing business in this state that

- i. develops, offers, sells, leases, licenses, or otherwise makes commercially available a covered ADMT;a
- ii. Develops a component that is designed, marketed, intended, documented, advertised, configured, or contracted to be used as part of a covered ADMT in consequential decisions;
- iii. intentionally and substantially modifies an ADMT such that it becomes a covered ADMT.

“Developer”(b) does not include a person that:

- i. Develops or uses an ADMT solely for internal purposes, such as use and development activities by affiliates and commercial support functions, and does not make the system available to another person for use in consequential decisions;
- ii. is a preceding developer that placed the covered ADMT on the market where an unaffiliated person modifies a covered ADMT in a manner that changes the system’s intended, documented, marketed, advertised, configured, or contracted use; or
- iii. has designed, marketed, intended, documented, advertised, configured, or contracted a component that is used as part of an ADMT, but the component is integrated into a covered ADMT without the actual knowledge of the preceding developer.

“Intentional and substantial modification” means a deliberate change made to an ADMT that results in a material change to the system’s intended, documented, advertised, configured, or contracted use.

“Material update” means any update, patch, release, revision, or new version of a covered ADMT (including associated software, model parameters, default settings, or documentation) that the developer knows or reasonably should know is likely to materially affect:

1. The covered ADMT’s outputs or performance in a manner relevant to its intended use; or
2. The developer’s stated intended use for the covered ADMT.

A “material update” does not include routine maintenance, cosmetic changes, or bug fixes that do not materially affect paragraph (1) or (2).

“Meaningful human review” means review by a designated individual (or role) of the deployer who has authority to approve, modify, or override the consequential decision and who: (a) considers relevant, available primary evidence; (b) is trained for the review function; (c) does not default to the system output; and (d) has access to sufficient information to understand the output’s intended use, material limitations, and categories

of inputs and principal factors used to generate the output, without requiring disclosure of proprietary source code, model weights, or other trade secrets.

“Trade secret” has the meaning set forth in section 7-74-102 (4).

**6-1-1701.5. CONSTRUCTION; NO NEW PRIVATE RIGHT OF ACTION; PRESERVATION OF EXISTING LAW.**

(1) Nothing in this part 17 creates a new private right of action.

(2) No defense. Compliance with this part 17 does not constitute a defense to, and does not excuse, noncompliance with any applicable law.

**6-1-1702. Developer responsibilities; documentation.**

(1) Technical documentation to deployers. On and after January 1, 2027, a developer shall make available to each deployer of the covered ADMT, in a form and manner that is reasonably understandable to a deployer and that protects trade secrets:

(a) A general statement describing the intended uses and known harmful or inappropriate uses;

(b) A description of the categories of data used to train the system, to the extent known;

(c) Known limitations of the system, including known risks and circumstances in which the system should not be used;

(d) Instructions for the deployer’s appropriate use, monitoring, and meaningful human review, where applicable.

(e) Information reasonably necessary for the deployer to comply with section 6-1-1704, subject to protections for trade secrets as defined in 7-74-102 and other legally protected information. Nothing in this section requires a developer to disclose a trade secret or information protected from disclosure by state or federal law. If information is withheld, the developer shall notify the deployer.

(2) Notice of material updates. A developer shall provide deployers with notice of material updates, intentional and substantial modifications, and changes to the intended use, limitations, or risk mitigations for the covered ADMT within a reasonable time.

(3) Disclosure limitation. A developer is subject to the disclosure requirements under subsections (1) and (2) only for a deployer’s use of a covered ADMT where the ADMT was marketed, advertised, configured, contracted for, sold or licensed to be used to materially influence a consequential decision.

(4) Records. A developer shall retain, for not less than three years after the creation of a record required or created under this section, or for a longer period required by applicable state or federal law, records reasonably necessary to demonstrate compliance with this part

17. This subsection applies when the developer creates the system with the intent or reasonable expectation that it may be used to make consequential decisions, or when the developer becomes aware that the system is being used to make consequential decisions in a manner consistent with the intended and contracted uses. Records may include system version identifiers, change logs, documentation provided to deployers under subsection (2), and notices of material updates under subsection (2).

**6-1-1703. Deployer responsibilities, recordkeeping.**

(1) Records and retention. A deployer shall retain, for not less than three years from the date of the consequential decision or for a longer period required by applicable state or federal law, records reasonably necessary to demonstrate compliance with this part 17. Records may include, as applicable: system version identifiers; change logs; and documentation of material mitigation changes.

**6-1-1704. Consumer notice and disclosures, accessibility, public posting.**

(1) Point-of-interaction notice. When a deployer uses a covered ADMT in making a consequential decision, the deployer shall provide a clear and conspicuous notice to consumers that the deployer uses covered ADMTs for consequential decisions and how a consumer may obtain additional information described in this section.

(2) Public posting option. A deployer may satisfy subsection (1) by maintaining a prominent public notice that is reasonably accessible at points of consumer interaction, including through a link or posting that is reasonably proximate to the interaction or transaction in which a consequential decision may occur.

(3) Post-adverse. When a consequential decision in which a covered ADMT was used results in an adverse outcome for a consumer, the deployer shall provide, within thirty calendar days:

(a) A plain-language description of the consequential decision and the role the covered ADMT played in the decision;

(b) Instructions and a simple to follow process to request additional information about the ADMT and the inputs including the name of the ADMT, the ADMT version number if applicable, the ADMT developer and the types, categories, and sources of personal data used, to the extent reasonably known to the deployer and/or provided by the developer;

(c) Information on how to request personal data under the Colorado Privacy Laws and how to correct materially inaccurate personal data consistent with section 6-1-1306; and

(d) Information on how to request meaningful human review or reconsideration, if available.

(4) Legislative intent; rulemaking on post-adverse disclosures.

(a) The general assembly finds that the specific content and format of post-adverse disclosures may vary across consequential decision domains, including employment, housing, lending, insurance, education, health care, and government services. The general assembly therefore intends that the specific elements of such disclosures be further clarified through rulemaking that accounts for sector-specific practices while ensuring that consumers receive meaningful and understandable information about consequential decisions in which covered automated decision-making technology was used..

(b) On or before December 31, 2026, the attorney general shall adopt rules to clarify and implement the post-adverse disclosure requirements in subsection (3) of this section.

(c) Rules adopted under this subsection (4) may include, as appropriate:

(i) Rules clarifying the content of required disclosures related to the types, sources or categories of personal data or information that a deployer must provide to a consumer following an adverse outcome involving a covered ADMT was used.

(ii) Sector-specific guidance or illustrative examples tailored to different consequential decision domains, including employment, housing, lending, insurance, education, health care, and government services;

(iii) Standards for describing the role of the covered ADMT in the decision in a manner that is reasonably understandable to a consumer while protecting trade secrets and other confidential or legally protected information; and

(iv) Guidance addressing how the disclosure requirements under this section interact with federal or state laws that require or govern notices, explanations, or adverse decision disclosures.

(d) In adopting rules under this subsection (4), the attorney general shall utilize a process that meaningfully engages stakeholders, including consumer advocates, deployers, developers, and relevant sector regulators, through public notice, opportunity for written comment, and at least one public convening.

(5) Trade secrets and protected information. Nothing in this section requires a deployer to disclose a trade secret as defined in 7-74-102 or information protected from disclosure by state or federal law. If information is withheld, the deployer shall notify the consumer, employee or applicant .

(6) Avoidance of duplicative notices, credit decisions.

(a) A creditor, with respect to a consequential decision involving the offering, denial, pricing, servicing, or other material terms of credit, that is required to provide and that provides a notice to a consumer pursuant to the federal “Equal Credit Opportunity Act”, 15 U.S.C. sec. 1691 et seq., and its implementing regulations, including Regulation B, 12 C.F.R. part 1002, and, when applicable, the federal “Fair Credit Reporting Act”, 15 U.S.C. sec. 1681 et seq., may satisfy any notice or disclosure requirement under this

section that relates to the same decision or adverse outcome by providing a single combined notice.

(b) When a creditor provides a notice described in subsection (6)(a) of this section, the creditor is not required to provide a separate or duplicative notice under this section solely to satisfy this part, so long as the combined notice includes any information required by this section that is not already included in the federal notice and is provided within the time period required by this section.

(c) Nothing in this subsection (6) shall be construed to require a creditor to provide any notice or disclosure in a manner that is prohibited by federal law.

(d) For purposes of this subsection (6), a combined notice may include a brief statement indicating that a covered ADMT was used to materially influence the decision and instructions for how the consumer may obtain any additional information or exercise any rights provided under this part.

(7) No conflict with federal law; confidentiality. Nothing in this part shall be construed to require a person to make a disclosure, provide an explanation, or furnish information to a consumer to the extent doing so would be prohibited by federal law or would compromise the confidentiality or integrity of cybersecurity, fraud prevention, anti-money laundering, counter-terrorist financing, or economic sanctions compliance programs required by law.

(8) Accessibility. Notices and disclosures required by this part 17 must be provided in a manner that is reasonably accessible to consumers with disabilities and consumers with limited English proficiency, consistent with applicable state and federal law.

(9) Education alignment. In the context of a consequential decision relating to education, a deployer that is subject to the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations, satisfies the notice and disclosure requirements of this section by providing notice and disclosures through processes and channels that are consistent with FERPA and the deployer's FERPA notices and student record access procedures, including, where applicable, notice to a parent or guardian or an eligible student. A FERPA covered deployer is not required to establish a separate or duplicative notice or disclosure process in addition to FERPA consistent procedures.

**6-1-1705. Consumer rights, correction, reconsideration.**

(1) CPA alignment. A consumer may request correction of factually incorrect or materially inaccurate personal data used in a consequential decision that used a covered ADMT consistent with section 6-1-1306. This part 17 does not require correction of opinions, predictions, scores, or protected evaluations.

(2) Reconsideration. When a consumer experiences an adverse outcome resulting from a consequential decision in which a covered ADMT materially influences the consequential decision, the consumer may request meaningful human review and reconsideration of the consequential decision, to the extent commercially reasonable.

(3) Education correction alignment. In the context of a consequential decision relating to education, a deployer that is subject to FERPA may satisfy the correction and reconsideration requirements of this section through the deployer's existing student record inspection, review, and amendment procedures and any applicable district complaint or appeal process, provided that the deployer offers a reasonable mechanism for a parent or guardian, or an eligible student, to request correction of materially inaccurate personal data and reconsideration where applicable under this part 17. A FERPA covered deployer is not required to establish a separate or duplicative correction or reconsideration process in addition to FERPA consistent procedures.

**6-1-1706. Enforcement, attorney general, cure.**

(1) Enforcement exclusively by attorney general. The attorney general shall enforce this part 17 under the Colorado Consumer Protection Act. Disclosures and consumer rights under sections 6-1-1702, 6-1-1703, 6-1-1704 and 6-1-1705 are enforceable exclusively by the attorney general without regard to any other provision in Title 6.

(2) Unfair or deceptive trade practice. A violation of this part 17 constitutes an unfair or deceptive trade practice under section 6-1-105 (1). For the purpose of clarity, any provision of the Colorado Consumer Protection Act inconsistent with the exclusive enforcement authority granted to the attorney general herein for violations of this part 17 does not apply to any such violation.

(3) Notice and opportunity to cure. Before the attorney general initiates an action alleging a violation of this part 17, the attorney general shall provide written notice of the alleged violation and allow the developer or deployer ninety days after receipt of the notice to cure the alleged violation and provide a written statement describing the cure. If cured within ninety days, the attorney general may not seek civil penalties for that specific violation but may seek injunctive or other equitable relief as necessary to prevent future violations. If the attorney general finds and can demonstrate that the developer or deployer knowingly violated this part 17 or in the event of repeated violations, the attorney general shall not be required to provide a cure period before seeking penalties or other relief. If a violation is discovered in the course of an enforcement action, a cure completed within ninety days after receipt of written notice may be considered by the court as a mitigating factor in determining civil penalties or other monetary relief, if any.

(4) No private right of action; existing rights preserved. Nothing in this part 17 creates a new private right of action. Nothing in this part 17 limits or reduces any existing rights or remedies available under state or federal law, including the Colorado Anti-Discrimination Act, the Colorado Consumer Protection Act, product liability law, or other applicable law.

(5) Rulemaking authority. The attorney general may adopt rules as necessary to implement and clarify the provisions of this part 17, including rules described in sections 6-1-1704(4) and 6-1-1706(6).

(6) Clarification of materially influences standard. The attorney general may adopt rules to clarify application of the materially influences standard, including presumptions, illustrative examples, and objective indicators. In adopting rules under this subsection (6), the attorney general shall utilize a process that meaningfully engages stakeholders, including consumer advocates, deployers, developers, and sector regulators, through public notice, opportunity for written comment, and at least one public convening.

(7) Joinder and procedure. Nothing in this part 17 limits the ability of a party to join necessary or permissive parties under the Colorado Rules of Civil Procedure, including Rules 19 and 20, in any action arising under existing law.

#### **6-1-1706.5. Civil liability, fault, allocation.**

##### (1) Applicability

A developer or deployer may be held liable for a violation of existing law in an action alleging unlawful discrimination under state anti-discrimination laws including article 34 of title 24, C.R.S. (the Colorado Anti-Discrimination Act ), arising from a consequential decision involving a covered use of a covered ADMT.

##### (2) Allocation of fault; several liability

In an action described in subsection (1), the allocation of fault among deployers and developers shall be based on their relative fault for the violation of existing law.

##### (3) No claimant liability

Nothing in this subsection (3) shall be construed to apportion liability to a claimant where such apportionment is not provided for under existing law.

##### (4) No new joint and several liability

Nothing in this section shall be construed to create joint and several liability, except to the extent permitted under existing law.

##### (5) Developer responsibility limited to intended uses.

(a) A developer may be held liable in an action described in this subsection (1) only to the extent that:

(i) The covered ADMT was used by a deployer in a manner that was intended, documented, marketed, advertised, configured, or contracted for by the developer; *and*

(ii) The developer's covered ADMT materially influenced a consequential decision that gave rise to the violation of existing law.

(b) A developer shall not be held liable under this section for violations of existing law arising from a deployer's use of a covered ADMT in a manner that was not intended, documented, marketed, advertised, configured, or contracted for by the developer.

#### (6) Deployer responsibility

Nothing in this section limits the liability of a deployer for its independent acts or omissions in a covered consequential decision, including using an ADMT in a manner that was not intended, documented, marketed, advertised, configured or contracted for by the developer provided that the developer of the covered ADMT complied with 6-1-1702.

(7) Contract terms (a) Notwithstanding any other provision of law, if any provision of a contract for the use of automated decision-making technology in making consequential decisions or any other contract between a developer and deployer that purports to indemnify, defend, or hold harmless or has the effect of indemnifying, defending, or holding harmless the indemnitee from or against any liability for damages pursuant to this section 6-1-1706.5 resulting from its own acts or omissions related to the use of automated decision-making technology in making consequential decisions in violation of article 34 of title 24, C.R.S. ('Colorado Anti-Discrimination Act') or other Colorado antidiscrimination law, then, to that extent, the provision is hereby declared contrary to public policy and is therefore void.

(b) The limitations of (7)(a) in this section shall not be applied against a developer where the use of the ADMT in a consequential decision was not intended, documented, marketed, advertised or contracted for by the developer provided that the developer of the covered ADMT complied with 6-1-1702.

(c) This subsection (7) does not otherwise limit the enforceability of contract terms between parties acting in a commercial or business capacity, except to the extent otherwise provided by applicable law.

(d) Nothing in this subsection (7) prohibits or limits any person or entity from obtaining or making a claim on applicable insurance for any applicable alleged liabilities or related losses.

#### (8) No impact on other laws

Nothing in this section limits, displaces, or otherwise affects any liability that a developer or a deployer may have, separate and apart from liability under this section, for a violation of state law. Compliance with the requirements of this part 17 is not a defense to, and does not otherwise excuse, non-compliance with any applicable law.

(9) Use of ADMT not a defense. The use of an ADMT in a consequential decision does not excuse, justify, or provide a defense to any obligation or liability under state or federal law, including obligations and liability related to discrimination or consumer protection.

#### **CRS 10-3-1104.9. Commissioner of Insurance rule making**

(3)(d) The Commissioner of Insurance may promulgate or update existing rules regarding consumer notice and disclosures.

**6-1-1706.6. Insurance and health information.**

(1) Deemed compliance for insurance practice. An insurer, as defined in section 10-1-102 (13) and affiliated entities that is subject to the requirements of 10-3-1104.9, is deemed compliant with this part 17 in the practice of insurance.

(a) As it relates to the practice of insurance, where an insurer has not met the deemed compliance standard in (1) above, such insurer shall provide notice and disclosure of its use of covered ADMTs in consequential decisions consistent with the applicable disclosure elements of section 6-1-1704(3), to the extent applicable.

(2) Non-insurance practice activities related to employment and employment opportunities. This subsection does not limit the applicability of part 17 to uses of covered ADMT related to employment or employment opportunities by insurers and affiliated entities that are subject to the requirements of 10-3-1104.9.

(3) Healthcare entities.

A. This part 17, except for Consequential Decisions related to employment or an employment opportunity, shall not apply to covered entities and their business associates for any services rendered to a covered entity as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, or is subject to the Health Care Availability Act “Covered Entity(s)”, to the extent such Covered Entity is doing business within the State of Colorado. Covered Entity shall provide patients with general notice of use of advanced technologies including automated decisions systems. Such notice may be incorporated with other notices describing patient rights and how such health care provider or facility provides care.

Notwithstanding section (3), Healthcare entities who use ADMT to determine a patient’s eligibility for financial assistance, including Hospital Discounted Care pursuant to 25.5-3-502, must provide patients the following disclosures:

a. A plain-language description of the consequential decision and the role of the ADMT in the decision;

b. The types of information about the individual the healthcare entity relied upon in making its determination of eligibility, except for trade secrets and other confidential or legally protected information;

c. Information on how to request correction of materially inaccurate personal data held by the healthcare entity consistent with HIPAA and 25.5-3-502 et seq; and

d. Information on how to request meaningful human review or reconsideration, where applicable.

B. Healthcare entities may comply with this section through either an advance general disclosure of the above or through a notice post adverse decision. This section shall not create a separate and duplicative disclosure process or appeal process so long as the review opportunities and information above is provided.

C. This part 17 shall not apply to pharmaceutical manufacturers' research and development activities that are subject to oversight by the United States Food and Drug Administration, including clinical investigations conducted under 21 CFR part 312.

(4) HIPAA alignment. Nothing in this part 17 requires a covered entity or business associate, as those terms are defined under the federal Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, to disclose protected health information or other information in a manner that would violate federal law. To the extent compliance with sections 6-1-1704 or 6-1-1705 would conflict with federal health privacy requirements, the deployer shall comply with applicable federal law and provide disclosures and access consistent with that law.

(5) GLBA alignment. Nothing in this part 17 requires a person to disclose nonpublic personal information in a manner that would violate the federal Gramm-Leach-Bliley Act, 15 U.S.C. sec. 6801 et seq., or its implementing regulations.

## **SECTION 2. Conforming amendments.**

The revisor of statutes shall renumber, reorganize, and make conforming amendments as necessary to implement this act, including any necessary cross-references to sections 6-1-105 and 6-1-1301 et seq.

## **SECTION 3. Effective date, applicability.**

This act takes effect January 1, 2027, and applies to consequential decisions made on or after the effective date.

## **SECTION 4. Safety clause.**

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