INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF JUROR LIST

- 1. <u>PARTIES.</u> The Parties to this Intergovernmental Agreement for Provision of Juror List ("Agreement") are the COLORADO JUDICIAL DEPARTMENT ("Department"), by and through the Office of the State Court Administrator located at 1300 Broadway, Suite 1200, Denver, Colorado 80203, and the Town of Erie ("Town"). Department and Town may be referred to collectively as "Parties." In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
- 2. <u>RECITALS & PURPOSE.</u> The Department is required by C.R.S. § 13-71-108 to compile and maintain, in electronic form, a master juror wheel identifying potential jurors for the state courts of Colorado and is charged with certain responsibilities concerning public disclosure of information contained on the list of potential jurors. The Town is required by C.R.S. § 13-10-114(2) to establish a procedure for summoning and selecting prospective jurors. The Parties desire to make pertinent portions of Department's current master juror wheel available to the Town for purposes of identifying prospective jurors within the Town's jurisdiction. The Parties are authorized by C.R.S. § 29-1-203 to enter into agreements with one another to provide any function or service lawfully authorized to each.
- 3. <u>EFFECTIVE DATE</u>. This Agreement shall be effective upon the date it is fully executed by both Parties and shall terminate upon the Town's performance of responsibilities as identified in subsection 5.d. below.
- 4. <u>THE DEPARTMENT'S RESPONSIBILITIES</u>. The Department shall prepare and deliver a list of potential jurors ("Juror List") derived from its 2024 master juror wheel to the Town, and at no cost to the Town, as follows:

Boundaries: Town of Erie

Zip codes: 80516 Other Features: (If any) Format: Excel Spreadsheet Delivered by means of Email:

Emailed to:

Erie Municipal Court emc@erieco.gov

Delivery date: When available

5. THE TOWN'S RESPONSIBILITIES.

a. The Town shall treat the Juror List as a confidential record and shall not permit the inspection of the Juror List by the public or release the record by any means to the public or to any person other than Town employees who, by virtue of their job duties for the Town, need access to the Juror List. The Town will instruct its employees, agents, or any individual with access to the Juror List, that they are bound by this duty of confidentiality. The Town agrees to immediately notify the Office of the State Court

Administrator by telephone at (720) 625-5000 upon discovery of any unauthorized use or disclosure of the Juror List.

- b. In the event that the Town receives a request to inspect or copy the Juror List or any part thereof, the Town shall promptly refer the requesting party to the Office of State Court Administrator at 1300 Broadway, Suite 1200, Denver, CO 80203 or by telephone at (720) 625-5000.
- c. The Town shall only use the data furnished in the Juror List for the purpose of selecting jurors for trials in the Town's courts and the Town shall not use the data for any other purpose.
- d. Upon discontinuing the use of the Juror List for any reason whatsoever, the Town shall return to the Department all copies of the Juror List, in form and manner as requested by the Department. Any copy or copies that cannot be returned must be destroyed.

The terms and conditions in the above Agreement are accepted by the Parties by authorized signatures below.

COLORADO JUDICIAL DEPARTMENT

By:
Typed: Steven Vasconcellos
Title: State Court Administrator
Date:
TOWN OF ERIE
MUNICIPAL COURT
Ву:
Printed:
Title:
Date: