

IN THE SUPREME COURT OF IOWA

No. 38 / 00-0897

Filed April 2, 2001

STATE OF IOWA,

Appellee,

vs.

JAMES STEVEN PALMER,

Appellant.

On appeal from the Iowa District Court for Des Moines County, D.B. Hendrickson, Judge.

On appeal from his convictions for delivery of a controlled substance and possession with intent to deliver cocaine and LSD, the defendant contends the district court abused its sentencing discretion. **AFFIRMED.**

Linda Del Gallo, State Appellate Defender, and James G. Tomka, Assistant State Appellate Defender, for appellant.

Thomas J. Miller, Attorney General, Kevin Cmelik, Assistant Attorney General, Patrick C. Jackson, County Attorney, and Andrew B. Prosser, Assistant County Attorney, for appellee.

Considered by Neuman, P.J., and Ternus, J., and Schultz, S.J.*

*Senior judge assigned by order pursuant to Iowa Code section 602.9206
(1999).

PER CURIAM.

Defendant, James Palmer, was charged with various drug offenses pursuant to a five-count trial information. Palmer reached a plea agreement with the State whereby he pled guilty to count I, delivery of LSD in violation of Iowa Code section 124.401(1)(c)(8) (1999), count III, possession with intent to deliver LSD in violation of section 124.401(1)(c)(8), and count V, possession with intent to deliver cocaine in violation of section 124.401(1)(c)(2)(b). Palmer's counsel informed the court that the plea agreement was as follows:

In a joint agreement, that disposition then would continue to be Counts I and III run consecutive, each being a ten-year term, with Count V running concurrent. . . . And, additionally, the State would ask that this plea be a Rule 9 regarding their interest and we would ask as well; and, more specifically, the Rule 9 issue, I think, is regarding the agreement that he go to prison, which was what was originally indicated.

The district court sentenced Palmer pursuant to the terms of the plea agreement. In addition, the court ordered that the mandatory minimum provisions of section 124.401(3) would not apply. The trial court gave no other reasons for the sentences other than the sentences were imposed pursuant to the plea agreement. Palmer has appealed.

Our scope of review of a district court's sentencing decision is for an abuse of discretion. *State v. Garrow*, 480 N.W.2d 256, 259 (Iowa 1992).

Palmer contends the district court abused its discretion in sentencing him to what is effectively a

twenty-year prison term. Palmer contends the court abused its discretion by failing to give adequate consideration to his character and chances for reform. Generally, when selecting a particular sentence, the court must consider various factors including the circumstances of the case, the nature of the offense, the defendant's age, character, and propensities and chances of reform prior to imposing a particular sentence. See *State v. Hildebrand*, 280 N.W.2d 393, 396 (Iowa 1979). The court must also state on the record the reasons for the sentence imposed. See Iowa R. Crim. P. 22(3)(d) ("The court shall state on the record its reason for selecting the particular sentence."). However, in *State v. Snyder*, 336 N.W.2d 728, 729 (Iowa 1983), this court held that where the sentence imposed is the sentence provided for in the plea agreement, the sentence is no longer a "product of the exercise of trial court discretion but of the process of giving effect to the parties' agreement." *Id.* Under these circumstances, the purpose of stating the reasons for the sentence imposed serves no practical purpose. *Id.* As the district court's sentence was not a result of the trial court's discretion, but was rather the result of the court giving effect to the parties' agreement, there was no abuse of discretion in the court's imposition of the agreed upon sentence. The judgments and sentences are affirmed.

AFFIRMED.

This is not a published opinion.