



City Attorney's Office

515 Clark Avenue, P. O. Box 811
Ames, IA 50010

Phone: 515-239-5146 • Fax: 515-239-5142

38

July 9, 2010

Re: 28E Agreement Providing for Continuing Operation of Court Services in Ames

Dear Mayor Campbell and Council Members:

The Ames City Hall includes space for the Story County Clerk of Court and for the District Associate Court. Residents of Ames benefit by being able to access the court system, file documents, and attend hearings for small claims actions, municipal infractions, mental health and substance abuse proceedings, and simple misdemeanor criminal offenses.

The Iowa Code has provided since 2003 that a non-county seat city requesting court services shall pay costs for holding court that otherwise would not have been paid by the judicial branch. Last year the state budget shortfall caused the judicial branch to reduce services, and in February the City of Ames agreed on a temporary basis to assume the costs of telephone service for the Ames locations of the Clerk of Court and District Associate Court. Since that time, the City has been paying five hundred eight dollars and thirty-one cents (\$508.31) per month in order to assist with the continued operation of court services in Ames. Those expenses are currently being billed to the Ames Police Department. If continued, this would amount to six thousand ninety-nine dollars and seventy-two cents (\$6099.72) annually.

With the beginning of a new fiscal year, the Second Judicial District has requested that the City of Ames and Story County enter into a more formal Chapter 28E agreement for the funding of continuing court operation in Ames City Hall. Under the terms of the agreement, the County and the City would each assume a portion of the costs of operation of the court that would not be incurred by the Judicial Branch if those same services were provided in the Story County Courthouse in Nevada. The Story County Supervisors have already approved the terms of the agreement.

The agreement provides for the City to assume certain expenses of the Court totaling nine thousand two hundred thirty four dollars and fifty-eight cents (\$9234.58), plus copy machine and fax machine maintenance as needed. The agreement presents several alternatives for providing in-kind services, such as mail delivery, in lieu of cash reimbursement. City staff believes that some of the in-kind services can be provided efficiently as a way to reduce costs. The Ames Police Department has already initiated delivery of mail between the Ames and Nevada locations of the Clerk of Court in conjunction with their daily trips between the Story County Jail and Ames City Hall. The Purchasing Division has also offered to process the Court's mail using the City's postage machine, charging only for actual postage costs in order to further reduce costs. By providing these in-kind services, the City can reduce total annual expenses to six thousand seven hundred thirty-four dollars and fifty-eight cents (\$6734.58).

Having the court system located in City Hall provides tremendous savings in travel costs and staff time for both the Legal Department and the Police Department. It is therefore recommended that the City Council approve the 28E Agreement with the Second Judicial District and Story County in order to continue court services in Ames City Hall, with the expenses shared by the benefited City departments.

Yours truly,

Douglas R. Marek
City Attorney

c: City Clerk

Iowa Code Chapter 28E Agreement between the City of Ames, the County of Story County,
& the Iowa Judicial Branch, Second Judicial District
for the Operations and Reimbursement
Associated with Providing Court Services in the non-county seat of Ames

Pursuant to Iowa Code Section 602.6105(3)(b)(3), the City of Ames ("City") and the County of Story County ("County") have requested that the Chief Judge of the Second Judicial District ("Court") continue to hold court in the non-county seat of Ames, IA. Such court is to be held at the Ames City Hall building located at 515 Clark Avenue, Ames, IA. The parties agree that all prerequisites of Iowa Code Section 602.6105(3)(b)(1) and (2) have been met.

The purpose of this agreement is to document the cost to the Court for providing court services in the non-county seat of Ames, Iowa. The following terms comprise the agreement between the parties related to the operational and financial obligations of the parties:

- A. The City and County agree to reimburse the Second Judicial District for the following annual expenses that are incurred by the judicial branch for providing court services in the City of Ames:

City Expenses:

1. Copy machine – \$658.80
2. Copy machine maintenance - \$482.48
3. Two (2) Fax machines - \$230.57
4. Fax machine maintenance, will be billed to City as needed
5. Postage machine – \$254.40
6. Postage machine maintenance, will be billed to the City as needed
7. P.O. Box rental - \$180.00
8. Four (4) phone lines - \$2,218.08
9. Postage for shipping files between Ames/Nevada - \$2,500.00
10. Three (3) PCs and monitors - \$763.78
11. Laser printer - \$130.47
12. Network hardware - \$280.00
13. ICN circuit cost - \$1,536.00

County Expenses:

1. File stamp machine (repair or replace as needed)
2. Video Line for Jail Appearances, County to discontinue billing the Court for this service. Any existing funds for the Video Appearance line shall be kept and used for repairs and/or upgrades of this system.

Other:

1. In lieu of the postage machine and postage machine maintenance expenses listed above the City may process the Courts mail and bill the Court for the actual cost of the postage.
2. In lieu of postage costs for shipping court files between Ames and Nevada an arrangement with law enforcement may be made to transport the files back and forth.
3. In lieu of reimbursement of the 4 phones lines, the City can simply bill the Court for 4 fewer phone lines than they are currently billing for.
4. In lieu of the PO Box cost, the judicial branch could have their mail sent to the City's PO Box and the City could separate the Judicial Branch mail. The Clerk's office could then pick up the Judicial Branch mail once it is separated.

- B. The Court will submit to the City or County a quarterly invoice (January thru March, etc) for all reimbursable costs. The City or County agrees to reimburse the Court within thirty (30) days of receipt of the statement.
- C. The parties agree that the City's sole responsibility under this Agreement is to fund the magistrate court operations in Ames pursuant to Iowa Code Section 602.6105. The City shall have no supervision or authority over any Judicial Branch personnel. Any such supervision or authority remains under the express control of the Judicial Branch.
- D. This agreement shall be effective for the period of July 1, 2010 through June 30, 2011 and may be renewed for additional terms upon written agreement of the parties with updated provisions regarding reasonable increases and/or decreases in costs. If a new agreement is not in place at the time of the expiration of any agreement, the most current agreement shall be considered in full force and effect if the City and County continue to pay the Court for invoiced expenses. If a new agreement cannot be reached and the City or County discontinues paying for invoiced court services, the Chief Judge may cease all court services in the non-county seat location.
- E. Any party may terminate this agreement at anytime without cause with ninety (90) days written notice to the other parties. Upon termination of this agreement, possession of property shall become the property of the entity that purchased, leased, or rented the property. Termination by the City or County will result in court services ceasing in Ames.
- F. No separate legal or administrative entity is created by this agreement.
- G. The Chief Judge of the second judicial district shall be the administrator of this agreement; the administrative duties may be delegated to the court administrator.
- H. This document shall be filed electronically with the Secretary of State as per Chapter 28E, Code of Iowa.

Signatures:

Ann H. Campbell, Mayor, City of Ames

Date

Wayne Clinton, Chairman, Story County Supervisors

Date

Kurt L. Wilke, Chief Judge Second Judicial District

Date

Scott Hand, District Court Administrator

Date

Approved as to Form

By _____
Douglas R. Marek
Ames City Attorney