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2004 OCT 27 12:24 PM  
Hon. Julie Spector  
KING COUNTY  
SUPERIOR COURT

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CITY OF MEDINA,  
  
Respondent,  
  
vs.  
  
MELODY F. PRIMM,  
  
Appellant.

CONSOLIDATED CAUSE  
NO. 03-1-04812-3 SEA  
  
ORDER ON RALJ APPEALS

This matter involves five separate appeals of criminal charges filed in the Clyde Hill Municipal Court, the Yarrow Point Municipal Court, or the Medina Municipal Court. By Stipulation and Order of Consolidation dated September 10, 2004, these matters were consolidated for hearing under the above cause number.

INTRODUCTION

Clyde Hill, Medina, and Yarrow Point have all created municipal courts by ordinance duly adopted by their respective city or town councils, and have all duly appointed the Hon. Albert Raines as the judge of their respective municipal courts. Clyde Hill, Medina, and Yarrow Point all then entered into an interlocal agreement pursuant to RCW 39.34 to process their cases in the City of Kirkland, using the staff and facilities of

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1 the Kirkland Municipal Court. In all of these consolidated cases, the respective  
2 defendants challenge the subject matter jurisdiction of the Clyde Hill, Medina, and  
3 Yarrow Point Municipal Courts to hear their cases within the City of Kirkland.

4 In the matters below involving Clyde Hill and Yarrow Point, the Hon. Albert  
5 Raines ruled that he lacked the jurisdiction to determine the validity of the interlocal  
6 agreement among the cities. Absent a determination of the validity of that interlocal  
7 agreement, Judge Raines found that he could not rule on the defendants' related challenge  
8 to the subject matter jurisdiction of the Clyde Hill and Yarrow Point Municipal Courts.  
9 Judge Raines accordingly declined to rule on the merits of the defendants' jurisdictional  
10 challenge, and stayed the lower court proceedings pending appeal.

11 In the matter below involving Medina, the Hon. Albert Raines denied defendant  
12 Primm's identical motion to dismiss for lack of subject matter jurisdiction, ruling that  
13 Ms. Primm waived her right to challenge the court's jurisdiction by submitting to the  
14 court's authority and failing to raise a timely objection.

15  
16 The parties appeared for argument on October 19, 2004. The Court also  
17 considered Appellant Primm's RALJ Brief dated March 5, 2004; Respondent Medina's  
18 RALJ Brief dated May 7, 2004; Yarrow Point and Clyde Hill's Response to Jurisdictional  
19 Challenges dated October 1, 2004; and the RALJ Brief of Appellant Primm and  
20 Respondent Ahrens dated October 18, 2004.

21 FINDINGS OF FACT

22 1. Clyde Hill, Medina, and Yarrow Point are small municipalities with a very  
23 limited inventory of commercial buildings that could be used to house a court. Other  
24 than a small city hall, the only available buildings in Clyde Hill are a coffee shop and a  
25

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1 gas station. Other than a small town hall, Yarrow Point has no other available buildings.

2 2. Prior to forming their own municipal courts by ordinance, Clyde Hill, Medina,  
3 and Yarrow Point filed their cases in the King County District Court. The courthouse  
4 building was located in the City of Bellevue. Clyde Hill, Medina, and Yarrow Point now  
5 file their cases in their own respective municipal courts. The courthouse building is  
6 located in the City of Kirkland.

7 3. Under Article 11, Section 11 of the Washington State Constitution, cities and  
8 towns are endowed with broad authority to make and enforce all types of local laws and  
9 regulations, provided that such local laws and regulations are "not in conflict" with the  
10 general laws of the state. Under RCW 35A.11.020, the Legislature further granted to  
11 code cities all possible constitutional powers "not specifically denied" by law.

12 4. The authority of cities to contract together for municipal court services is "not  
13 in conflict" with any constitutional or statutory provision. The authority of code cities to  
14 contract together for municipal court services is "not specifically denied" by any  
15 constitutional or statutory provision.  
16

17 5. Under the Court Improvement Act, a municipal court is granted jurisdiction  
18 over violations of city ordinances duly adopted by the city in which the municipal court is  
19 located. A municipal court is further granted the "jurisdiction as conferred by statute."  
20 RCW 3.50.020.

21 6. Other applicable statutes include RCW 35A.11.040, which authorizes code  
22 cities to exercise any power or perform any function jointly pursuant to the Interlocal  
23 Cooperation Act, RCW 39.34. Under various sections of the Interlocal Cooperation Act,  
24 cities are authorized to work together jointly for the common good and to perform  
25

1 together any service or function that a city could provide on its own. RCW 39.34.030,  
2 .080. The authority for cities to enter into interlocal agreements for court services is  
3 expressly recognized. RCW 39.34.180. Likewise, under the Court Improvement Act, the  
4 authority for cities to enter into interlocal agreements for court services is expressly  
5 recognized in cases where a city chooses to repeal the ordinance creating its own  
6 municipal court. RCW 3.50.805.

7 7. The purpose of the Interlocal Cooperation Act is to ensure that cities have the  
8 opportunity to make the most efficient use of "services and facilities" in a manner that  
9 best accords with "geographic, economic, population, and other factors." RCW  
10 39.34.010. Likewise, the purpose of the Court Improvement Act is to help ensure that  
11 courts operate in a "more effective and efficient manner." RCW 3.50.005.

12 8. Given that background, it is apparent that this matter is a case of statutory  
13 construction. Under one applicable rule of statutory construction, the Court is required to  
14 construe statutes to effect their purpose, and strained or absurd results should be avoided.  
15 *State v. Akin*, 77 Wn. App. 575, 580, 892 P.2d 774 (1995). Under the also applicable  
16 "plain meaning rule," the Court is to consider all that the Legislature has said on a topic,  
17 and to consider statements of legislative purpose appearing on the faces of statutes.  
18 *Ecology v. Campbell & Gwinn, LLC*, 146 Wn.2d 1.11, 43 P.3d. 4 (2002).

19  
20 CONCLUSIONS OF LAW

21 9. These appeals were all timely filed. This Court has jurisdiction to rule on this  
22 consolidated matter.

23 10. Overwhelming constitutional and statutory authority exists to support the  
24 authority of cities to contract together by interlocal agreement for any service or function,  
25

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1 including court services. No constitutional or statutory authority exists which is in  
2 conflict with the authority of cities to contract together for court services, or which  
3 specifically denies that authority to cities.

4 11. In considering and applying the constitutional and statutory authority  
5 authorizing cities to contract for court services, coupled with the application of the "plain  
6 meaning rule" of statutory construction, the Court is compelled to conclude that cities are  
7 authorized to contract together by interlocal agreement for court services whether inside  
8 or outside of the municipal limits of the city that created the municipal court. Municipal  
9 courts operating under such interlocal agreements have subject matter jurisdiction to  
10 consider criminal violations of ordinances adopted by the city council in the city that  
11 created the municipal court.

12 ORDER ON RALJ APPEALS

13 Based on the foregoing, the Court ORDERS:

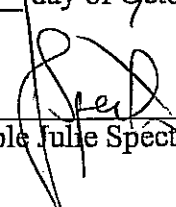
14 1. On the appeals brought by Clyde Hill and Yarrow Point, the decision of the  
15 Hon. Albert Raines is REVERSED. The municipal courts of Clyde Hill and Yarrow  
16 Point have subject matter jurisdiction to hear cases involving violations of their  
17 respective city ordinances in a courthouse building located outside of their respective city  
18 limits.

19 2. On the appeal brought by Melody Primm, the decision of the Hon. Albert  
20 Raines is AFFIRMED for the reasons set forth above. The Court did not, and need not,  
21 rule on the question of whether Ms. Primm waived her right to challenge the court's  
22 subject matter jurisdiction.

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DONE IN OPEN COURT this 4 day of <sup>November</sup> October, 2004.

  
Honorable Julie Spector

Presented by:

KENYON DISEND, PLLC  
WSBA A. 34876

By: Samy Martin for

Michael R. Kenyon  
WSBA No. 15802  
Attorneys for Appellants Yarrow  
Point and Clyde Hill

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