

HOUSE BILL REPORT

SHB 3082

As Passed House:
February 14, 2006

Title: An act relating to administration of the courts of limited jurisdiction.

Brief Description: Changing provisions that govern courts of limited jurisdiction.

Sponsors: By House Committee on Judiciary (originally sponsored by Representatives Rodne, Springer, Priest, Wood, Lantz and Nixon).

Brief History:

Committee Activity:

Judiciary: 1/30/06, 2/2/06 [DPS].

Floor Activity:

Passed House: 2/14/06, 96-0.

Brief Summary of Substitute Bill

- Expressly authorizes cities to contract with other cities for the delivery of municipal court services; and
- Requires municipal courts to issue and enforce various protection orders over which the courts have jurisdiction.

HOUSE COMMITTEE ON JUDICIARY

Majority Report: The substitute bill be substituted therefor and the substitute bill do pass. Signed by 10 members: Representatives Lantz, Chair; Flannigan, Vice Chair; Williams, Vice Chair; Priest, Ranking Minority Member; Rodne, Assistant Ranking Minority Member; Campbell, Kirby, Serben, Springer and Wood.

Staff: Bill Perry (786-7123).

Background:

Organization of Municipal Courts.

There are three methods explicitly authorized in statute for a city to use in providing court services. (Note: These provisions do not apply to a city of more than 400,000 population, *i.e.*, Seattle, which has its own municipal court provision.)

- A city is authorized to create and operate its own court of limited jurisdiction. The city bears the cost of running an independent municipal court.

- If a city terminates its own municipal court, it is authorized to come to agreement with the county for the delivery of court services by the county district court. Under this arrangement, the city pays the county for all aspects of the delivery of court services.
- A city is also authorized to petition the county for the creation of a "municipal department" within the district court. These municipal courts are part of the county district court. Under this arrangement, the city provides the facilities and the staffing for the court and pays the county for the services of a district court judge.

Under other provisions of law, interlocal agreements generally may be used by two or more units of local government to do jointly whatever those governments are authorized to do separately.

There is nothing in either the law on courts of limited jurisdiction or the law on interlocal agreements, however, that expressly authorizes a city that is not operating its own municipal court to enter into an agreement with another city for court operations. There is also a question as to whether such a joint court is an authorized venue for matters arising out of ordinances adopted in a city in which the court is not located.

A number of municipalities, particularly in King County, have entered into interlocal agreements with each other for the operation of municipal courts. King County has indicated that it intends to terminate its contracts with these cities for the operation of municipal courts. Concern has been expressed that an increasing number of cities will be pursuing interlocal agreements with each other to provide court services.

Jurisdiction of Municipal Courts.

Municipal courts have jurisdiction over misdemeanor violations. Counties and cities are expressly made responsible for exercising their jurisdiction in the prosecution, adjudication, sentencing, and incarceration of adult misdemeanor offenses referred to their courts by their law enforcement agencies. Municipal and district courts also have jurisdiction over matters, including various protection orders, with regard to which they are not expressly required to exercise their jurisdiction.

Summary of Substitute Bill:

A city is expressly authorized to contract with another jurisdiction or jurisdictions for the delivery of municipal court services. A "host" jurisdiction is one to which a contracting city pays money for judicial services. The host may be the county in which the contracting city is located, or it may be another city. A host jurisdiction and any contracting cities must be in reasonable proximity to one another. The presiding judges of the affected jurisdictions are to be invited to any negotiations about entering into an interlocal agreement for the delivery of municipal court services.

A host city or county is given exclusive original jurisdiction over cases filed by the contracting city.

Traffic infractions and the issuance and enforcement of certain protective orders are added to the list of judicial matters for which a county or city is expressly responsible. The protective orders include domestic violence no-contact orders, domestic violence protection orders, antiharassment orders, and sexual assault protection orders.

Appropriation: None.

Fiscal Note: Requested on substitute bill February 3, 2006.

Effective Date: The bill contains an emergency clause and takes effect on July 1, 2006.

Testimony For: Contracting between or among cities for municipal court services is an option that can bring increased efficiency for many smaller jurisdictions. Contracting through an interlocal agreement can provide for better service to citizens and can make more efficient use of local law enforcement resources.

Testimony Against: The original bill does not go far enough because it does not require municipal courts to handle domestic violence restraining orders, does not include judges in contracting negotiations, does not require contracting jurisdictions to be contiguous, or even near each other, and does not require election of all judges.

The original bill went too far in requiring an increased number of jurisdictions to elect judges. Judicial independence is important, but so is judicial quality, and finding qualified candidates to run for election in small jurisdictions is difficult. Appointed judges are often picked after a careful search and selection process.

Persons Testifying: (In support) Mary Alyce Burleigh, City of Kirkland; Lundi Kindell, City of Mercer Island; and Mike Ryherd.

(Opposed) Judge Marilyn Paja, Kitsap County District Court, District Municipal Court Judges; and Judge Robert McSeveney and Jeff Hall, Board of Judicial Administration.

Persons Signed In To Testify But Not Testifying: None.