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ACQUISITIONS

A JUDGEMENTAL ASSESSMENT
OF CONTRACT LAW ENFORCEMENT

Submitted to:

The National Institute of Law Enforcement and Criminal Justice
Law Enforcement Assistance Administration
United States Department of Justice

by

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PREFACE

This report is part of a national evaluation of contract law enforcement which was supported by a grant from the National Institute of Law Enforcement and Criminal Justice, Law Enforcement Assistance Administration, to the National Sheriffs' Association and the University City Science Center. There are three other reports: An Evaluation of Contract Law Enforcement: A Review of the Literature, prepared primarily by the National Sheriffs' Association; Contract Law Enforcement Site Visit Reports, prepared by both the National Sheriffs' Association and the University City Science Center; and Contract Law Enforcement: A Practical Guide to Program Development, prepared by the National Sheriffs' Association. This report, A Judgemental Assessment of Contract Law Enforcement, was prepared by the University City Science Center.

All four reports are inter-related. The Manual and the Assessment each draw information from the literature review and site selection reports. The Manual sets forth guidelines and describes procedures for the establishment of contract programs. This assessment views critically contract programs from the perspective of those who presently are involved in and committed to contracting.

This report has four chapters. Chapter I, "A Characterization of Contract Law Enforcement," identifies and describes the types of contracts which are possible and which are in effect. Careful

attention is given to an analysis of institutional relationships and the law enforcement services which can be and are delivered under contract.

Chapter II, "An Analysis of Community Expectations," identifies what selected interests involved in contract programs expect from these programs. Chapter III describes the extent to which these expectations are realized.

Chapter IV, "Issues to Address," sets forth a number of questions which, if answered, would provide new insights to local officials in identifying and meeting their law enforcement needs. The chapter concludes with some ideas for further study and experimentation.

Attempts were made to include in each chapter information about all aspects of contracting. This should facilitate the reading of each chapter as a separate document, if desired.

Much of the data used in this study is based upon the stated impressions of a number of individuals involved in contracting. In many cases, anonymity was requested. For this reason, sources of information are not identified.

CHAPTER ONE:

A CHARACTERIZATION OF CONTRACT LAW ENFORCEMENT

1. INTRODUCTION: SCOPE OF THE STUDY

Contract law enforcement, in this study, is defined as "...a limited and voluntary program in which one government enters into a formal, legally binding agreement to provide certain specified law enforcement services (either total or partial) to another government without altering the basic structure of either government."¹

The contract can provide for the complete range of law enforcement services, such as field patrol, traffic investigation, jail and custody, court support, training, equipment provision, business and personnel management, and any special services. In this case, one jurisdiction pays another to provide all local law enforcement services. Contracts can also be for a limited set of law enforcement services, such as recruit training, nighttime field patrol, radio dispatch, and special investigation. In principle, then, a jurisdiction can contract for all or part of its law enforcement program needs.

This definition of contract law enforcement is understood to be exclusionary in nature since it does not account for a number of possible and existing contract situations, such as: (1) jurisdictions contracting with private organizations to provide personnel, equipment, and services for improving, supplementing, or replacing its

law enforcement capabilities; (2) jurisdictions being ordered to contract for law enforcement services by legislative action or court decisions; and (3) jurisdictions agreeing informally with one another to exchange services.

The first excluded case - contracts between jurisdictions and private organizations - is common. The purchase of equipment and building and office supplies is usually through some form of contract. Sophisticated computer and communications systems are designed and installed by private organizations under contract. Also, management and personnel consulting services are commonly contracted for with private organizations. Many of the federally-funded experiments and demonstrations in law enforcement involve a private contractor.

The second excluded case - legislative or court orders to contract - must be acknowledged because of an increasing interest in the establishment of minimum size requirements for police departments. The National Advisory Commission on Criminal Justice Standards and Goals recently recommended that police departments be required to field a 24-hour, seven-day-a-week police force.² A member of the Commission recently commented that it would have preferred to recommend a minimum size of 50, but since this was thought to affect more than ½ of the departments which do not have 50 officers, it was rejected as being politically unacceptable.³ Following the recommendation of the Commission, several states have considered legislation which would deny police powers to departments below a certain size. In Michigan, for example, legislation was considered to set the required minimum

size of a police department at twenty. Given this trend, it is quite plausible to believe that jurisdictions which are unable or refuse to maintain a certain size department may be ordered by either legislative action or court order to contract for services with either an adjacent jurisdiction, the county, or the state.

The third excluded case - informal agreements among jurisdictions - is very common. Police agencies regularly provide personnel to others in emergency situations. Prisoners of one jurisdiction often are housed and transported by another. Mutual assistance in criminal investigation is usually found. Many of these informal agreements often have no fee arrangements; it is generally believed that there are common needs which must be met by several agencies. Informal fee agreements often exist, however, among jurisdictions to pay the costs of prisoner custody. Informal agreements, then, represent another form of contracting which will not be considered in this study.

Contracting among governments for the provision of law enforcement services is of significant interest to government officials and observers of local government. Of major interest to all parties is the fact that when a contract for law enforcement services goes into effect, one jurisdiction is turning over the responsibility for certain law enforcement functions to another. Reactions to contracting vary. It has been described as a "...modern variation of the hired gun."⁴ Others believe contracting to be the most effective way for smaller cities to obtain law enforcement services.⁵ Contracting, to some, is seen as the most effective way to develop consistent, area-wide

law enforcement.⁶ Some, however, believe that not enough is known to comment knowledgeably about the relative merits of contracting over other forms of law enforcement.⁷

Supporters of contracting tend to make the following arguments:

- Smaller jurisdictions - e.g., less than 25,000 population - are fiscally and administratively unable to support an independent police department.
- Consistent, area-wide law enforcement results from single jurisdictions in a region contracting with one law enforcement agency.
- Contracting gives jurisdictions flexibility to identify and obtain only those services needed for local, effective law enforcement.
- Contracting, for a single jurisdiction, is cheaper than establishing an independent police department.
- Area-wide contracting allows the contractor to develop highly specialized services which are available to all jurisdictions.
- Effective law enforcement management is facilitated through the option of the jurisdiction contracting for services to cancel the contract.
- Contracting results in improved officer morale, as they have better salaries and more opportunities for advancement than is found in smaller agencies.

Generally, supporters of contracting emphasize two points:

(1) contracting results in the development of a full-time highly specialized law enforcement and emergency back-up capability which is available to all jurisdictions served; and (2) a single jurisdiction can obtain needed law enforcement services cheaper under contract than from its own police department.

A number of arguments opposing or questioning contracting are being made. Some officials representing smaller police agencies claim that contracting has not been proven to be a more effective way of providing law enforcement services.⁸ Naturally, there is a concern here that large contract programs could begin to replace or slow the development of independent police agencies. A number of researchers and observers of local government are also somewhat skeptical about the assertion that smaller departments are less effective than larger ones.⁹ The two basic arguments which are generally made to oppose or question contracting are:

- Ask
- Contracting denies citizens control over local law enforcement; and
 - Contracting has not been proven to be more effective than independent law enforcement agencies.

These statements represent the general concerns being expressed about contract law enforcement; however, they appear to have deterred few of the efforts identified to establish a contract program. Also, relatively few contract programs have been cancelled based on the arguments expressed above. Generally, the arguments which oppose or

question contracting do not seem to be relevant to those who are considering either beginning or continuing a contract program. The first argument, that contracting denies citizens and local officials control over local law enforcement policies, appears to have little impact because the issue of local control is seldom expressed in terms that require a great deal of debate. One reason for this is that most jurisdictions which decide to contract never have experienced local control; that is, they are not replacing a law enforcement agency with services purchased under contract from another jurisdiction. The usual contracting case seems to be that contract services are purchased in order to avoid establishing an independent agency, not to replace one.

The second argument, that contracting has not been proven to be more effective than an independent agency, does not seem to deter jurisdictions which begin to consider the possibility of contracting. Generally, budget proposals for contracting are considerably lower than the budget requirements for the independent agency which is believed to be needed to satisfy local needs. Budget comparisons dominate the selection process, not a review of alternative sets of services which are available through either a contract program or an independent agency.

In sum, the arguments in favor of contract law enforcement appear to prevail when jurisdictions begin to consider the possibility of contracting. These arguments, even without any documentation, appeal to many local interests since they are usually being made by

an established law enforcement agency with a respectable performance record. Also, local interests considering the contract probably will have had contact with the officers and staff who would run the contract. Under these circumstances, the dominant concern is costs. If the jurisdiction to receive services is able to pay the proposed contract fees and if the jurisdiction to provide the services is satisfied with the revenues to be received, all other arguments supporting and opposing contracts become very secondary.

2. CONTRACT LAW ENFORCEMENT: ITS COMPONENTS

One of the major arguments in favor of contracting is its flexibility. In principle, any level of government can provide and receive law enforcement services through a contract relationship; there can be wide variation in both the provider and recipient communities. Also, any mix of law enforcement services, ranging from the provision of a full range of services to a limited number of services, is possible. In order to describe the possibilities which appear to be available through a contract program, possible variations in provider-recipient configurations and service mix are discussed separately below. Following this, the different types of contract programs which appear to be available through combinations of these configurations and mixes are defined.

A. Recipient and Provider Communities

The recipient community, as defined here, contracts for the receipt of specified law enforcement services. Within the

recipient community is the recipient jurisdiction, and perhaps the recipient department. The provider community contracts for the provision of specified law enforcement services. Within the provider community is the provider jurisdiction and the producer agency.

The recipient jurisdiction is the government body which actually enters into the contract for the receipt of services. Generally, it has the power to tax, dispense funds, and enter into legally binding agreements. Recipient jurisdictions include: the Federal government, state governments, county governments, special districts, incorporated cities, and townships. The recipient department is the agency or office within the recipient jurisdiction that actually receives, directs, or coordinates the services obtained under the contract. Recipient departments could include: federal departments, state police, county sheriff, local police, and public safety offices. The recipient department can be defined as that body within the recipient jurisdiction that has a professional law enforcement capability and is given the authority to provide, direct, or coordinate law enforcement services. A contract program requires a recipient jurisdiction, but not a recipient department.

In the provider community, the provider jurisdiction is the body which contracts for the provision of law enforcement services. The provider jurisdiction generally has the authority to receive taxes and fees and authorize agencies within it to hire personnel, obtain support requirements, and perform services. Provider jurisdictions can be the Federal government, states, counties, special

districts, cities, and townships.

The producer agency actually delivers the law enforcement services; it has the responsibility for obtaining the resources required to meet the contractual obligations. Producer agencies can be federal departments, the state police, county sheriff, or city police. The producer agency generally must be a professional law enforcement agency, given the operating definitions of this study.

Exhibit 1 illustrates the array of contract possibilities among potential recipients and providers. Examples of recipient governments and their respective recipient departments and producer governments and their respective producer agencies are shown. This array identifies 36 possible recipient-provider configurations (6 potential producer communities and 6 potential recipient communities).

The number of configurations alone suggests that potential recipients and producers should be able to identify and pursue directly those relationships that best meet their needs. This array indicates that potential recipients -- jurisdictions which must develop a new law enforcement program and jurisdictions which question the effectiveness of their existing law enforcement program -- have a wide array of producer agencies to select from. For example, an area about to incorporate, it appears, would be able to compare the effectiveness of its own police department with a contract program from an adjacent city, county sheriff, or state police. Further, it seems that a potential recipient might be able to encourage competition among potential producers, thereby obtaining higher quality services at a negotiated price.

Exhibit 1

Array of Contract Possibilities*

Recipient Community Provider Community	Federal Government Federal Departments	State Government State Police State Departments	County Government Sheriff County Departments	Local Government City Police Public Safety Departments	Townships	Special Districts
Federal Government Federal Departments						
State Government State Police State Departments						
County Government Sheriff County Departments						
Local Government City Police Public Safety Departments						
Townships						
Special Districts						

Note: This example identifies 36 possible recipient-provider contract relationships. If agencies within each level of government (e.g., county sheriff or state police) were specified, the number of possible contract relationships would be greater.

Potential producers also appear to have a wide range of contract opportunities to pursue. If the arguments in favor of contract programs are correct, it seems that it would be possible to present a strong case to smaller jurisdictions for contracting rather than have multiple independent police agencies in an area. Since there are a number of opportunities, it seems potential providers should be able to develop local marketing strategies, taking into account the different characteristics of various jurisdictions and law enforcement agencies. Characteristics which could be incorporated into a local marketing strategy could include reputation and relative effectiveness of law enforcement agencies and financial condition of the jurisdictions.

In sum, there appear to be many potential contract relationships which may be exploited by both producers and recipients. Apparent possibilities are even greater when possible service mixes are included.

B. Service Mix Possibilities

Categories of services which can be provided through a contract program are listed in Exhibit 2. These services, in principle, can be provided either individually or collectively by a law enforcement agency to a jurisdiction under contract. The listing is based upon the services provided under contract by the Los Angeles Sheriffs' Department. This example is used for four reasons: (1) the Los

EXHIBIT 2LAW ENFORCEMENT FUNCTIONS
WHICH MAY BE PROVIDED UNDER THE TERMS OF A
CONTRACTUAL LAW ENFORCEMENT AGREEMENT*

1. FIELD PATROL:

Patrol to prevent and suppress crime
Initial investigation of complaints and crimes
Arrest of on-sight violators, recovering property and
testifying in court
Responding to emergencies
Maintenance of law and order at public gatherings
Arrest or citation of traffic violators observed in
course of patrol
Helicopter patrol activities
Special enforcement details

2. TRAFFIC CONTROL:

Observation and inspection of drivers, vehicles and
roadways
Supervision of traffic movement
Patrol in areas of high hazard
Issuance of warnings, citations, and arrests to violators
Traffic program evaluation

3. GENERAL INVESTIGATION ACTIVITIES:

Initial investigation of criminal complaints
Apprehension and interrogation of suspects in criminal
cases
Preparation of cases, assistance in court, and recovery
of property
Investigation and processing of cases involving
juveniles and juvenile cases.

* *Determination of Law Enforcement Costs*, California Contract
Cities Association, February 1971, Vol. 1, pp. 37-39.

EXHIBIT 2
cont.

4. SPECIALIZED INVESTIGATION:

Aircraft theft and accidents involving airplanes
Arson
Auto theft
Burglary
Forgery and checks
Fugitives
Homicide
Intelligence
Juvenile
License
Narcotics
Robbery
Vice
Warrants

5. JAIL AND CUSTODY:

Booking of persons arrested
Custody of persons arrested but not yet arraigned
Custody and security of pre-sentenced prisoners for
violation of state statutes
Custody, security, and care of sentenced prisoners for
violation of state statutes
Custody and security of persons arrested or sentenced
for violation of city ordinances

6. COURT AND CIVIL:

Provision of bailiffs to police the courts
Serving and enforcing civil and criminal process

7. TRANSPORTATION:

Assignment and maintenance of vehicles
Transportation of prisoners to the sheriff's remand
Transportation of prisoners among sheriff's stations
and county jails
Transportation of prisoners to courts
Transportation of prisoners to state institutions
Provision of airplances, helicopters, and pilots for
special uses

EXHIBIT 2
cont.

8. TECHNICAL SERVICES:

Maintenance of master finger print and photographic files, prisoner booking record files, and case files
Criminalistics laboratory
Local radio dispatching of field units
Operation of county-wide radio and teletype networks
Research and development

9. BUSINESS MANAGEMENT:

Preparation and maintenance of all budget and accounting records
Preparation and maintenance of salary and employee benefits budget, equipment and supplies inventory, and all payroll records
Processing of all requests for services, supplies and equipment
Coordination of all capital projects and maintenance for police facilities
Performance of miscellaneous business management functions related to proper operation of the department

10. PERSONNEL MANAGEMENT:

Performance of recruiting, hiring and personnel processing duties for all positions
Investigation of complaints against employees and incidents involving employees
Operation of recruit and in-service training programs

11. ADMINISTRATIVE FUNCTIONS:

Policy determination
Liaison
Program direction
Performance evaluation

12. SPECIAL SERVICES:

Collection and evaluation of information concerning labor-management relations and disputes
Maintenance of contacts with community groups and organizations to improve intergroup relations and police-community communication

EXHIBIT 2
cont.

12. SPECIAL SERVICES (cont.):

Dissemination of information to the general
public and to the public communications
media

Coordination of information services and functions
Maintenance of liaison with foreign consular offices
and non-English news media

Search and rescue operations

Back-up capability for disasters and civil
disturbances

Angeles County Sheriffs' Department offers what is believed to be the most comprehensive contracting program in the United States; (2) this program has been studied and reviewed by a number of government and law enforcement officials, private agencies, and researchers; (3) the program has been used as a model for new contract programs throughout the country; and (4) it was thought to be inclusive and to present analytically discrete categories. In principle, each one of these services can be purchased separately or collectively. Purchase of all these services is considered to be the equivalent of a local police department.

Two distinctions between these categories illustrate further the range of contract opportunities available to both potential providers and recipients. The first distinction is between "direct" and "indirect"; the second is between the provision of services on "general" or "selective" service bases. Both of these distinctions must be acknowledged, since they relate to such concerns as the degree to which a jurisdiction is dependent upon others for law enforcement services and the determination of the impact which the contracted services have upon law enforcement.

In general, "direct services" are those which are the primary mission services of a law enforcement agency; "indirect services" are the necessary support services. More specifically, direct services are those which involve the enforcement of statutes and ordinances by sworn officers and the provision of services by sworn officers or civilians to the public. Indirect services

facilitate the provision of and enhance the quality of these enforcement and service activities.

Direct services generally require the involvement of a sworn officer with a citizen. Many indirect services can be provided by civilians and are often performed outside the view of the general public. This differentiation needs to be recognized, since the conditions under which contracting for direct and indirect services may vary along with their relative effectiveness. Based on this distinction, the services listed in Exhibit 2 can be categorized in the manner displayed in Exhibit 3.

The second differentiation to make in the service mix is between "general services" and "selective services." Under the terms of a general services contract, the recipient government receives all of its law enforcement services from the producer agency. General services include all the services shown on Exhibit 3, both direct and indirect. The dominant services, probably, are field patrol and investigations. All others, except perhaps for traffic, are often considered to be in support of field patrol. Again, a general services contract provides the total law enforcement capability. A general services contract does not have to include all services specified in the lists shown on Exhibits 2 and 3. The requirement for a general services program is only that the contract program constitutes the sole source of day-to-day law enforcement and associated support services for the recipient government.

A selective service program may provide for any combination of direct and indirect services, with the recipient government

EXHIBIT 3:DIRECT SERVICES

Field Patrol

Traffic Control

General Investigation Activities

Specialized Investigation

Court and Civil

Special Services (all but those noted below)

INDIRECT SERVICES

Jail and Custody

Transportation

Business Management

Personnel Management

Administrative Functions

Special Services (collection and evaluation of information concerning labor-management relations and disputes; coordination of information services and functions)

providing through its own agency some law enforcement services. A selective service program, in principle, could provide all direct and indirect services for part of a day, with the recipient jurisdiction providing similar services for the remainder of the day. This could be the case where a recipient government provides law enforcement services through its own department during the day, and contracts with another jurisdiction for services at night. A selective service program can also provide on a full-time basis a limited number of direct and indirect services. Examples here might be traffic control, training, and dispatch.

The matrix presented in Exhibit 4 summarizes the service mix possibilities available to potential recipients and providers. This indicates that there are four service mix possibilities. Direct law enforcement services can be purchased through a selective service contract. Here, some combination of purchasing a full range of services on a part-time basis and a limited number on a full-time basis would constitute a selective service program for direct law enforcement services.

A selective service program of indirect services results through the purchase of any number of indirect services, since this assumes that recipient government provides some of its own law enforcement.

A selective service contract program of both direct and indirect services can also be purchased. The full range of direct services can be purchased on a part-time basis or a limited number

EXHIBIT 4

THE UNIVERSE OF RANGE OF SERVICE CONSIDERATIONS

Range and Temporal Distinctions	Selective Service Program	General Service Program
---------------------------------------	---------------------------	-------------------------

Category of Service

Direct	<ul style="list-style-type: none"> ● full-range purchased on part-time basis <li style="text-align: center;">or ● limited number purchased on full-time basis <li style="text-align: center;">or some combination 	
--------	--	--

Indirect	<ul style="list-style-type: none"> ● any number of indirect purchased on either full-time or part-time basis 	
----------	---	--

Direct and Indirect	<ul style="list-style-type: none"> ● full-range of direct purchased on part-time basis <li style="text-align: center;">or limited number purchased on full-time basis, <li style="text-align: center;">or some combination <li style="text-align: center;">or any number of indirect purchased on either full-time or part-time basis with any of the above 	<ul style="list-style-type: none"> ● purchase of all direct and indirect services
------------------------	--	--

can be purchased on a full-time basis. Any number of indirect services can be purchased on either a full-time or part-time basis.

Only one general service program is logically consistent with these program possibilities, this being the purchase of all direct and indirect services. The logical consistency results from the condition that direct and indirect services alone cannot constitute a general service program.

This brief review of the mix of services which can be purchased under contract and the two basic types of contract programs suggests that there can be an enormous number of program configurations. In principle, potential recipients and providers have a very large number of opportunities to develop either selective service or general service contracts for the provision of various mixes of direct and indirect services. These opportunities are described further in the following section.

C. Possible Contract Relationships

The above two sections have shown that a great number of contract opportunities can be identified through separate analyses of recipient-provider configurations and service mix configurations. This section will briefly identify the potential for contracting, taking into account both recipient-provider configurations and service mix possibilities. Referring back to Exhibit 1 and the associated discussion, 36 possible provider-recipient configurations were identified.

Exhibit 5 illustrates the potential for contracting. Each of the 36 configurations can contract for general service

Exhibit 5

POTENTIAL UNIVERSE CONSIDERATIONS

Type of Program Provider- Recipient Configuration	General Service Programs	Selective Service Programs				Indirect Services
		Mixed Service Direct and Indirect Service	Direct Service			
		Full-time Pro- vision of Some Direct & Any Range of In- direct	Part-time Pro- vision of Some Direct & Any Range of In- direct	Full-time Provision of Some Direct	Part-time Pro- vision of Any Direct	Any Range of only Indirect Services, Full- time or Part-time
Federal-federal Federal-state Federal-county Federal-local Federal-township Federal-special districts State-federal State-state State-county State-local State-township State-special districts County-federal County-state County-county County-local County-township County-special districts Local-federal Local-state Local-county Local-local Local-township Local-special districts Townships-federal Townships-state Townships-county Townships-local Townships-townships Townships-special districts Special Districts-federal Special Districts-state Special Districts-county Special Districts-local Special Districts-townships Special Districts-special districts						

programs or variations of selective service programs.

General service programs, again, represent the recipient government's total law enforcement capability. Three possible types of selective service programs are shown. Mixed services are some combination of direct and indirect services, and can be either the full-time provision of some direct services and any indirect services or part-time provision of some direct and any range of indirect services. The second type of selective service programs is either the provision of some direct services on a full-time basis or all direct services on a part-time basis. The third type of selective service program is the provision of any indirect services on either a full-time or part-time basis.

In sum, Exhibit 5 summarizes one set of possibilities for contract law enforcement. Changes can be made to the recipient-provider configurations and services can be added or deleted; however, this basic format probably will still suggest that there is a considerable potential for the development of contract programs.

3. IDENTIFIED CHARACTERISTICS OF CONTRACT LAW ENFORCEMENT PROGRAMS

The potential for contracting, as shown by Exhibit 5, is large. However, it appears that only a limited number of the available possibilities have been explored and put into practice. Exhibit 6 summarizes the contract relationships found through:

- a literature review which identified a number of general service and specialized service contracts;
- a telephone survey of 45 State Planning Agencies to identify agencies involved in contract law enforcement; and
- a review of the reported contract relationships identified by The Police Services Study being conducted by the Workshop in Political Theory and Policy Analysis at Indiana University.

Attempts were made to identify the maximum number of contract relationships as shown in Exhibit 5. This preliminary effort identified 71 law enforcement programs as being involved in either a general service or selective service contract. Each of these programs was contacted -- 22 site visits were made and 49 telephone interviews were conducted to determine the type of services being provided under contract, the background of the program, program goals and results, and the future plans and expectations of officials in both the recipient and provider communities. It was assumed that each of these 71 programs was a contract program. As it turned out, many of the programs which were thought to be contract programs represented a different form of inter-jurisdictional cooperation.

Law enforcement services have been found to be provided by one jurisdiction to another under the following conditions which do not represent contract law enforcement:

Exhibit 6

Contract Programs Reviewed

Provider- Recipient Configuration	Type of Contract Program	General-Service Programs	Selective-Service Programs				Total
			Dispatch	General Investigation	Specialized Investigation	Custody	
State-County		2	0	0	0	0	2
State-City		1	0	0	0	0	1
County-City		36	4	1	0	0	41
County-Public Service Commission		1	0	0	0	0	1
County-County		0	0	0	1	0	1
County-State		1	0	0	0	0	1
County-Federal Government		5	0	0	0	0	5
City-City		3	2	0	0	0	5
City-State		0	0	0	0	1	1
City-County		1	0	0	0	0	1
Regional Commission- County		0	1	0	1	0	2
Total Contracts		50	7	1	2	1	61

- services are provided free, no charges have been, are, or are expected to be made;
- certain services are exchanged on an informal basis, and;
- service are provided, when needed, with certain out-of-pocket costs subsequently charged.

The first case, where services are provided free by one jurisdiction to another, is readily identifiable in police and sheriffs' departments. This case does not cover those situations where a law enforcement agency is required by law to provide service, such as state police or sheriffs assisting a city police department in a criminal investigation. The most commonly found service provided free by one jurisdiction to another was dispatch. This situation often appears to result from decisions made ten or more years ago by a jurisdiction to dispatch for another one just establishing its own police department. The rationale of the providing jurisdiction for this often was that the resource increments to do this were negligible and that effective policing in the neighboring jurisdiction would benefit both jurisdictions. Other services which were found to be provided free on a regular basis were non-emergency back-up, such as traffic, and crime laboratories. Here, it was found that many of the informal arrangements between two jurisdictions for the delivery of services were not contracts, although they were classified as such.

Also, the exchange of services among jurisdictions has been classified as a contract. Emergency back-up services are common;

if one jurisdiction needs assistance to control a disaster or assist in an investigation, other departments will be contacted. Also, certain federal grants require the sharing of resources among jurisdictions, such as traffic control, investigation, and intelligence operations. These are not contracts among jurisdictions.

The final case, where services are provided when needed with a small fee being paid, could be classified as a contract, although it more often represents the general policy of one agency to assist another. The fees paid are often minimal, covering at best the out-of-pocket costs of the provider agency. Examples here include short-term custody of prisoners, where a minimum per diem may be paid, and training, where only room and board costs are paid.

Jurisdictions will often house the prisoners of another jurisdiction. Counties commonly will house the prisoners of jurisdictions within it and the state and federal governments. Often a contract does not exist for the housing of prisoners for several days or less.

State police and highway patrol officers often open their recruit and advanced training classes to sworn personnel in their respective states. Interested and qualified recruits and officers merely register as openings become available, and pay only a minimum fee for room and board.

Eliminating such programs which are not based on a contract resulted in the identification of the following contracts which were examined:

50 General Service Programs;

11 Selective Service Programs:

7 Dispatch;

1 General Investigation;

2 Specialized Investigation;

1 Jail and Custody.

In order of the number of contract identified, the provider-

recipients are:

<u>Provider-Recipient</u>	<u>Total Contracts</u>	<u>General Service Contracts</u>	<u>Specialized Service Contracts</u>
County-city	41	36	5
City-city	5	3	2
County-Federal Government	5	5	0
Regional commission- county	2	0	2
State-county	2	2	0
State-city	1	1	0
City-county	1	1	0
County-public service commission	1	1	0
County-county	1	0	1
County-state	1	1	0
City-state	1	0	1

This summary indicates that county-city contracts predominate; they represent over 67% of the contracts identified and examined.

The second largest number of contracts are city-city configurations,

which represent approximately 8% of all contracts examined.

The reasons for county sheriffs being the dominate producer agency appear to be based upon the availability and acceptance of the sheriff throughout the county. The sheriff usually has developed a capability to deal with all law enforcement problems in the unincorporated areas and some problems in the incorporated areas. The sheriff usually provides jail and custody and civil process services throughout the county. Perhaps the most important factor influencing a jurisdiction's decision to contract with a sheriff rather than maintaining an independent police agency is that the sheriff already provides law enforcement services. Decisions to contract commonly follow the incorporation of a city which, by law, must provide its own police services. Since the sheriff provided these services previous to incorporation, it often is a natural decision to continue with what was a satisfactory relationship. Also, it appears that many sheriffs are willing to charge less than the full cost of providing services.

The city-city configurations examined suggest that this occurs only between two adjacent cities which have similar socio-economic and demographic characteristics. What was found is that a city will contract with a neighbor with a police department rather than organize a new department or reform an ineffective one. In the three general service programs examined, the provider government appears to treat the contract program as the addition of a patrol beat; there is a minimum amount of formal planning and administrative

change. As is the case with many of the county-city contracts, city-city contracts occur because of the availability and acceptance of the producer agency. The producer agency merely has to expand its capability and begin policing the neighboring city as an extra patrol beat. The facilities of the producer agency often are close enough to the recipient community to assure effective dispatch of police units and ready accessibility to the recipient community's citizens.

The selective service contracts between cities were all for dispatch. In the cases reviewed, the contract required only a small expansion of the producer agency's dispatch capability.

The county-federal government and county-state contracts are based primarily on the accessibility of the producer agency to certain federal and state lands. In the cases studied, the contracts were for the policing of forests, park lands, and waterways which did not require the establishment of a full-time facility.

The three state-city and state-county contracts studied are similar in that state police officers are assigned to local jurisdictions. In two of three programs, the recipient jurisdictions do not pay the full costs of the services received. In these states, this is the acknowledged policy, the justification being that certain law enforcement services should be provided through general tax revenues. Additional services, in this case a general services program, are paid for by contract.

The one city-county contract studied was based upon state

legislation in the early 1950's which made the county government responsible for welfare and court services and the county seat responsible for police protection throughout the county. Following these designations, the city organized and subsequently operated two separate police departments, one for the county and one for the city. Although the program operated for almost twenty years, the contract was cancelled in 1975, and a county police department was put into operation in September, 1975.

The contract between a regional commission and county for specialized investigation resulted from the need to develop a regional intelligence base to deal with the problem of narcotics distribution. The other regional commission-county contract was for dispatch, and was based upon the need to develop a sophisticated dispatch system to meet regional needs. Individual jurisdictions were unable to justify the purchase of the needed technology.

The county-public service commission general services contract appears to be a particularly creative attempt of ten jurisdictions with an average population of 974 and an unincorporated area with a population of 3,607 to obtain 24-hour police service. The commission is a voluntary association of the ten incorporated cities, unincorporated towns, and the county. None of the cities or towns was able to afford either their own police departments or contract independently with the county sheriff. The solution to this problem was believed to be the expansion of the sheriff's capabilities on a county-wide basis. Federal funds were available, requiring that the cities and county provide a financial match. In order to faci-

litate the involvement of ten cities and the county in a single county-wide program, a non-profit commission was formed, with board members from the cities and county to contract with the sheriff. Grant funds and city and county contributions were directed to the commission, which then made payment under terms of the contract to the sheriff. This contract, although unique, has a common factor with the county-city and city-city general service contracts discussed above: the population of the area is familiar with and accepts the producer agency.

The one county-county contract was for a crime lab operation which neither county could afford independently.

The one city-state contract reviewed was for custody; the city recently built a modern jail and correctional facility with enough capacity to meet some state and adjacent county needs. Rather than meet these needs on an *ad hoc* basis, one-year contracts for general custodial, medical, and rehabilitation services were agreed to.

All of the contracts above represent formal, legally-enforceable agreements between jurisdictions. Other agreements, although they exist, have not been considered in this study. The most common factors found in general service programs appear to be an established familiarity between the producer and recipient communities and a general acknowledgement by the recipient of the producer's competence. Where the sheriff is producer, the usual case is that the recipient population received services from the sheriff's

office and generally believes that it is capable. The city-city general services contract examined between two contiguous and quite similar cities also showed a considerable amount of familiarity and acceptance. Also, the recipient community believed that its police needs could be met effectively by an expansion of its neighbor's department.

In sum, these relationships seem to be based on an overall mutual acceptance. Generally, the recipient community does not perceive itself as being policed by an outside agency.

The other contracts appear to be based upon more of a technical basis as might be found in area-wide dispatch and special crime investigation units. Here, it can be pointed out that the limited number of radio frequencies and the cost of a dispatch center would encourage smaller jurisdictions to centralize their individual dispatch operations through a contract program. Similarly, a specialized investigative unit or a crime lab might not be feasible for a single jurisdiction to maintain, whereas it might be if shared with another jurisdiction under contract. The same rationale apply where one jurisdiction builds a modern jail and custodial facility which is shared with neighboring jurisdictions.

The county-federal government contracts also appear to be based on technical grounds. Usually, these contracts are for the policing of parks and forest lands which do not justify the establishment of a federal or state law enforcement office.

The contracts studied lead to a tentative conclusion:

General service programs require a considerable level of mutual acceptance among recipient and producer communities before the contract is signed; other forms of contracting are based more upon technical factors which are dealt with when contract negotiations begin.

These conclusions, although tentative and based upon a limited number of contracts, must be further qualified by a single characteristic of the producer agencies: size. Forty-seven producer agencies were found to contract for general service programs; their sizes were:

<u>Number of personnel</u>	<u>Total</u>
0-50	19
50-100	10
101-200	7
201+	<u>11</u>
	47

Although all size departments were found to produce contract service, slightly less than $\frac{1}{2}$ have fewer than 50 personnel. Since the sample and the analysis were limited, no firm conclusions can be drawn from these characteristics. A tentative conclusion might be that small law enforcement agencies are in a position to consider and enter into contract relationships which satisfy certain local needs.

FOOTNOTES: CHAPTER ONE

1. Robert DeLaHunt, Richard D. Engler, and Susan Petinga, *An Evaluation Study in the Area of Contract Law Enforcement: A Review of the Literature* (Washington, D.C.: National Sheriffs' Association, 1975), p. 87.
2. National Advisory Commission on Criminal Justice Standards and Goals, *Report on the Police* (Washington, D.C.: U.S. Government Printing Office, 1973), p. 110.
3. Confidential interview.
4. "Contract Police Winning Acceptance," *Orlando Sentinel Star* (October 29, 1973).
5. National Sheriffs' Association, "Sheriff's Contract Law Enforcement Draws Complete Support in Clark County, Washington," *The National Sheriff* (Washington, D.C.: National Sheriffs' Association, June-July 1973), p. 28.
6. Los Angeles County Sheriff's Department, *Law Enforcement for Los Angeles County, A Blueprint for the Future* (Los Angeles, California: Los Angeles County Sheriff's Department, 1971).
7. Elinor Ostrom and Dennis C. Smith, "Are the Lilliputs in Metropolitan Policing Failures?," presented at the American Society of Public Administrators (Chicago: American Society of Public Administrators, 1975), pp. 1-20.
8. Confidential interview.

CHAPTER TWO:
AN ANALYSIS OF COMMUNITY EXPECTATIONS

1. Introduction

Chapter I characterized contract law enforcement in terms of the types of program relationships which appear to be available to government agencies considering or entering into a contract program. This characterization indicated that of the many available program options, relatively few have been examined to determine their feasibility and even fewer have been implemented.

This difference between what appears to be possible and what is in effect leads to the following question: Why is there not a richer mix of limited and full service programs among jurisdictions of differing characteristics? Examples of contract programs not commonly found included:

- smaller jurisdictions maintaining a basic patrol force and purchasing under contract certain high-technology services such as radio dispatch, crime labs, training, and crime and workload analysis;
- jurisdictions having a public safety director to plan and coordinate services received under contract; and
- jurisdictions providing a patrol force during daylight

and evening hours when residents, workers, and visitors are active, and contracting for nighttime and early morning patrol.

In general, it appears that jurisdictions seldom supplement their law enforcement program through the purchase under contract of selected services from other jurisdictions. Also, it appears the few jurisdictions which contract for services provide a permanent staff to aid in planning and coordination.

Referenced CA
did -

Since there appear to be real opportunities for contract programs beyond the scope presently found, any review of contracting should identify why such opportunities have not been put into practice. To accomplish this, it is necessary to identify what community interests expect from a contract program. This analytical approach may identify issues and reach conclusions which are not obtainable through the approaches most commonly used to analyze issues associated with contract law enforcement. Usually, contract law enforcement is discussed and examined as part of two active debates about the structure and form of local government.

One debate is about the relative merits of large-scale metropolitan government or centralized government programs as opposed to many smaller, independent jurisdictions. Much of the academic and big business communities tend to favor, in principle, metropolitan or centralized government, arguing that this would result in cost savings, improved service delivery, a more equitable tax

base, and a reduction in inter-jurisdictional disputes.¹ This view of local government assumes that multiple, fragmented jurisdictions are unable to provide the needed level and quality of government services. Proponents of metropolitan or centralized government leave the impression that current "problems" such as urban sprawl, inequitable tax bases, and service disparities could have been avoided if multiple jurisdictions had been replaced by metropolitan forms of government.

The second debate, which is not necessarily part of the first debate about the merits of metropolitan forms of government, deals specifically with the delivery of police services. Here the prevailing argument is that small (some say less than ten members; others say less than fifty members) police departments serving independent and often contiguous jurisdictions are ineffective, and should be replaced by a single police effort which services all jurisdictions. The alleged ineffectiveness of the smaller departments is discussed in terms of full-time vs. part-time officers, training, availability of specialized services and back-up personnel, equipment, and costs.² Generally, proponents of a single police agency serving multiple jurisdictions argue that larger agencies have superior resources, eliminate duplication, and are more effective. This second debate about police services, again, does not have to be part of the first debate about metropolitan government. It is quite possible to support a single police agency delivering services to multiple jurisdictions and not support metropolitan government.

Contract law enforcement, generally, is thought about, discussed, and examined as part of these two debates. The argument

supporting metropolitan or centralized government and the elimination of small police departments are largely based upon one aspect of traditional industrial economics, where it is shown that unit costs decline as output increases beyond a certain level.³ This concept of economies-of-scale is based upon either hypothetical or proven technical relationships between inputs and outputs where, at some level of production, an additional unit of output is produced with less than a unit of input.

Although economies-of-scale occur regularly in industrial operations, particularly those which are capital intensive, it is not at all clear how this principle applies to government, in general, and law enforcement in particular.

Arguments of this type are largely technocratic. They are attempts to "...obtain a more rational basis for executive control and governmental organization, administrative processes, and management procedures for budgeting, planning, and personnel."⁴ Although these and related arguments are common, they do not appear to account for the full range of factors which affect decisions to consider, enter into, modify, or cancel a contract program. The purpose of this chapter is to identify and discuss those factors which were found to be related to decisions concerning contracting. These factors are assumed here to be represented by the expectations various community interests appear to have about contract law enforcement.

2. Community Interests and Their Expectations: A Hypothetical Case

A conclusion to be drawn from the above section is that the arguments in favor of contract law enforcement do not properly account for many of the critical factors affecting decisions about contract programs. This section will attempt to identify these factors in terms of what various community interests expect from contract programs.

In order to provide some structure for the analysis, the apparent expectations of various community interests in the recipient and provider communities will be identified.

A. Recipient Community: Recipient Jurisdiction and Recipient Department

The recipient jurisdiction, again, is the government body which contracts for services. The recipient department, if any, actually receives or directs the services obtained under the contract. Exhibit 7 lists some of the identified community interests and their expectations in both the recipient jurisdiction and the recipient department.

The expectations of the recipient community population seem to be expressed in terms similar to most citizen concerns about local policing. Citizens commonly react to crime rates, even when not victimized or acquainted with a victim, wanting them to be low or to increase slowly. Satisfaction with services is also desired. Finally, many citizens want to think that, under certain circumstances, they

EXHIBIT 7:EXPECTATIONS OF THE RECIPIENT COMMUNITY-- SAMPLE LISTING --Recipient Jurisdiction

<u>Interest</u>	<u>Expectations</u>
Population, both residents and commuting workers.	<p>Low or slowly increasing crime rates.</p> <p>Satisfaction with range of services offered and performance.</p> <p>Access to provider agency executives.</p>
Local elected officials, both legislators and executives, and their principal appointees.	<p>Affordable (not necessarily lowest) cost.</p> <p>Relief from administrative problems.</p> <p>Low or slowly increasing crime rates.</p> <p>'Minimum levels' of service which are definable and accounted for.</p> <p>Relief from policy and budget process pressures.</p> <p>Immediate access to provider agency executives.</p>
Community leaders, including business representatives, citizen groups, and local political groups.	<p>High sense of security concerning person and property.</p> <p>Low cost, as reflected in tax reductions or perceived small increases.</p>

Exhibit 7
cont.

Recipient Department (if any)

Interest

Police department.

Expectations

Lower cost and improved effectiveness.

would have access to a police executive, at least at the station level. Many of these expectations could probably be realized through an independent law enforcement agency.

Many of the expectations of locally-elected officials and their principal appointees, however, seem to be tailored to be realized best through a contract program rather than through an independent law enforcement agency. It appears that expectations dealing with relief from administrative problems, relief from administrative problems, relief from policy and budget process pressures, and immediate access to provider agency executives are thought by many to be more readily obtained from a contract program than from an independent police agency.

A contract program, to some, brings relief from administrative problems; negotiating with law enforcement labor unions, job-actions or walk-outs, personnel and payroll records, and hiring and training are all problems which are avoided in a contract program. Also, citizen complaints about performance and service can, if necessary, be directed to provider jurisdiction or department officials. In sum, local officials do not have to worry about running a local police department.

Perceived relief from policy and budget process pressures is analogous to relief from administrative problems. Here, overall law enforcement policy becomes the responsibility of the producer agency. Basic questions concerning level and type of services and costs are often first addressed by local officials as formal proposals

submitted by the producer agency. Local officials do not have to develop and justify overall policy; they can depend totally upon the provider agency. Expecting 'minimum levels' of service which are defined and accounted for makes it possible, some believe, for local officials to concentrate on unique community problems and leave overall enforcement policy to the producer agency.

Relief from the budget process is thought to occur because only a single budget proposal from the producer agency has to be considered. Salaries, personnel practices, number of employees, and employee benefits do not have to be justified on an item-by-item basis. Also, they can vary widely from the jurisdiction's with little or no need for justification. If the cost is affordable and the service level appears to be sufficient, agreeing to the budget proposal is often thought to be a *pro forma* decision. In sum, budget details do not have to be explained to the extent that a jurisdiction's departmental budgets might have to be.

Finally, immediate access to producer agency executives is desired on an on-going basis. Many officials want to treat their local station commander as their "Chief of Police," expecting that certain problems will be quickly addressed.

Local officials, in sum, often perceive that a contract program gives them the services they need at an affordable cost, with few of the problems associated with running a law enforcement agency. Often, local officials involved in contracting indicate

they don't have the time to establish and run a law enforcement program.

Community leaders, as defined here, are generally concerned that the contract will provide a sense of security at relatively low cost. Occasionally, community groups will organize to support or oppose a contract. Groups organized to support contracting often base their arguments on costs. Opponents of contracting often argue loss of local control.

The existence of a recipient department within the jurisdiction was found to be rare. Generally, the concern is with low costs.

This summary of the expectations found within recipient communities is acknowledged to be incomplete; however, it is believed to reflect accurately many of the concerns of local interests about contracting. Although the relative importance of these expectations varies enormously among jurisdictions, their existence is apparent in all studied programs. This summary indicates that the issue of contracting is not one of simply obtaining the lowest cost for a set of services. Although dollar costs, whether viewed as a law enforcement budget or a citizen's tax bill, usually are major factors in decisions concerning a contract relationship, other factors also need to be accounted for.

B. Provider Community: Provider Jurisdiction and Producer Agency

Here, the provider jurisdiction is the body which contracts for the provision of law enforcement services and the producer

agency actually delivers them. Apparent interests and their expectations are outlined in Exhibit 8.

Some provider jurisdiction officials are beginning to view contracting as a new revenue source to be thoroughly exploited, perhaps assuming that the total costs of providing contract services may be less than the revenues received. Somewhat related to this expectation is the idea that contracting could result in the development or maintenance of consistent area-wide policies. These officials also view contracting in terms of finances, perhaps believing that contracting could result in the development of contract and fee programs which would reduce the need for general tax increases.

The officials of producer agencies appear to view contracting as a way to, first, provide effective area-wide law enforcement services and, second, to assure a major role in area law enforcement policy and programs.

The development of consistent area-wide policies in terms of statutes, general priorities, and service delivery is often thought to be realized through extended contract programs. The assumption here is that a single producer agency serving multiple jurisdictions under contract results in the development of consistent area-wide policies. Contract programs also are thought to support the development and maintenance of a superior personnel and technical resource base, thus assuring the availability of resources for emergency back-up and concentrated technical support. These two expectations deal directly with the provision of effective law enforcement

EXHIBIT 8:EXPECTATIONS OF THE PROVIDER COMMUNITY-- SAMPLE LISTING --Provider JurisdictionInterest

Local elected officials, both
legislators and executives, and
their principal appointees.

Expectations

New revenues.
Development of consistent
area-wide policies.

Producer AgencyInterest

Elected and appointed officials.

Expectations

Development of consistent
area-wide law enforcement
policies and programs.
Development of superior
personnel and technical
resource base.
Coverage of certain contract
costs.
Support of population.
Assurance of future role in
area law enforcement.

Officers and staff.

Development of new opportunities
for professional growth and
career advancement.
Development of stable employment.

services throughout an area.

Contract programs are expected to cover certain costs of the producer agency. These costs are determined by a number of factors including the charter or objectives of the producer agency, availability of general revenue funds, and service provided. It is important to note that the costs which need to be covered may be less than the costs of providing the services.

Contract programs also appear to serve as a way to obtain the support of the population throughout the area. The formal contract process facilitates explaining by producer agency executives to a contract jurisdiction's citizens and officials the services which are being provided. Contracting can be explained to all citizens and officials as an area-wide resource. In sum, the development of a satisfactory contract program could increase support for the policies and programs of the producer agency.

Consistent with this expectation is the opinion found in some producer agencies that contract programs are the only way to assure a future role in law enforcement. As areas incorporate, the demand for certain services from state police agencies, sheriffs' departments, and highway patrol operations will drop. Previous to incorporation, jurisdictions typically received law enforcement services from some combination of these or equivalent agencies; unincorporated areas tend not to have their own police department. When incorporation is proposed, this implies immediately that the personnel and equipment assigned by state police, sheriffs, and highway patrol are to be removed, because incorporated areas traditionally provide their own police services. Simply, as incorporated areas

increase, the demand on agencies previously serving them decreases. These agencies can adjust for this decline in demand in a number of different ways, including: redirect these released resources to other areas which are inadequately served, reduce the department's size, or make these same resources available to incorporated areas under contract. To better understand the implication of these three decisions, it must be understood that these law enforcement agencies are under the constant fiscal and performance review of their respective government bodies, which are constantly looking for opportunities to reduce costs. Therefore, law enforcement executives in agencies which serve unincorporated areas must find ways to counter the trend of incorporation if they intend to have a strong role in area-wide enforcement.

The first option concerning the use of resources about to be displaced through incorporation -- to redirect them to other program areas -- may be quite limited, because the agency's fiscal authority may decide that performance in these areas is adequate. Rather than allow, for example, the state police or a sheriff to strengthen special program areas such as narcotics enforcement or traffic with personnel formerly assigned to a newly incorporated city, the fiscal authority may attempt to reduce the agency's budget request.

The second option -- to reduce resources through lay-offs and attrition -- is generally not acceptable to law enforcement officials who want to maintain a strong, coherent department. Few officials were

found who desired to reduce their law enforcement responsibilities as cities incorporate.

The third option -- to contract out available resources to unincorporated areas -- appears to many to be the most viable for maintaining a strong law enforcement capability. If such a capability is not desired, reductions in responsibilities and resources are justifiable. In many ways, contracting is the only way for some agencies to maintain a full service capability.

Many of the expectations of producer agency officers and staff are derived from those of the executives. Generally, contract operations are believed to provide new opportunities for professional growth and career advancement. The range of police work is thought to be greater in large departments than in small ones. Also, opportunities for career and salary advancement are thought to be greater in a larger department. Further, employment is believed to be more stable.

Expectations within the producer community concerning contract law enforcement go beyond the effective delivery of law enforcement services *per se*. Officials in provider jurisdictions are beginning to view contracting, at least in the long term, as a stabilizing financial force. Producer agency officials are beginning to view contracting in terms of area-wide control over law enforcement policies and programs.

C. Other Interests to Consider

As a form of law enforcement, contracting clearly can affect the expectations of agencies such as state and local prosecutors,

probation departments, the judiciary, jails and prisons, and social service agencies. It is not possible here, however, to specify what expectations these agencies might have about contract law enforcement, except as it might be viewed as an increase or decrease in overall law enforcement effectiveness, thereby affecting their workload.

As a form of local government, contracting is having even wider effects upon expectations. Governors and state legislators are concerning themselves with enabling legislation. State and county courts may have to address the issue of the equitable expenditure of tax revenues. Officials in independent cities with their own departments and citizens in unincorporated areas may, at various times, argue that they are subsidizing contract operations. Smaller cities, newly incorporated or about to incorporate, may not review all organizational and program alternatives available to them because of the immediate availability of contracting. Larger jurisdictions may decide to deemphasize services to their own citizenry in favor of developing contracting programs.

These are only a few of the interests which, in some form, are believed to have or will have expectations concerning contract law enforcement.

3. Conclusions

Contract law enforcement has been found to affect a wide range of community interests. From the perspective of the recipient community, some appear to be truly concerned with obtaining

highly effective law enforcement services. Others, however, appear to care little about the type of services received as long as they can be afforded.

The producer community appears to be more complex. Some interests view contracting as a new financial source, some view it in terms of area-wide control, and some view it as the most effective way to provide law enforcement services. Other interests outside of the recipient and producer communities also have or will have expectations about contract law enforcement.

Few firm conclusions can be based on the above discussion. Although the concerns and expectations about contracting are believed to be accurate, they are developed primarily from information and materials provided by government executives, police officials, and police officers who presently are involved in and committed to contract law enforcement.

The purpose of this chapter was to identify the many factors involved in decisions to contract for law enforcement services. The reason for exploring these factors was to understand better why many of the apparent opportunities for contracting are not being considered. To conclude this chapter, some of the conditions which were found to inhibit contracting are listed below and discussed briefly:

1. Tradition: Cities generally incorporate because they want local control over public services. Formation of an independent police department usually follows.

Inhibiting factors

2. Costs: Cost savings are not always realized through a contract unless there is a subsidy in the form of a grant or a policy of the provider to undercharge.
3. Enabling Legislation: Not all states have the necessary enabling legislation.
4. Model Programs: Contract programs have not been well documented.* Officials wanting to consider contracting had no set of references.
5. Availability of Providers: Not all law enforcement agencies are prepared to offer services under contract.
6. Inter-agency Cooperation: Existing law enforcement agencies tend to cooperate and share resources. The need for a contract is not evident.

Contracting, in sum, involves many complex and abstract phenomena which cannot be accurately documented. It seems at present that new and successful contract programs are more the result of a natural affinity of the recipient and producer agencies than the result of aggressive marketing programs.

The next chapter assesses contract law enforcement programs in terms of the expectations which are currently being expressed and which were documented. The assessment will focus upon one question: Are expectations being realized through contract program? This question will be answered for each of the expectations discussed in this chapter. Since the assessment is largely based

* The four volumes of this study should, however, correct much of this deficiency.

upon opinions and statements, it will probably not lead to any major revelations about either law enforcement or local government. It is expected, however, that the assessment will identify those critical issues which need to be addressed by existing and potential recipient and producer communities.

FOOTNOTES: CHAPTER TWO

1. This position is stated in the following publications:
Advisory Commission on Intergovernmental Relations, *State-Local Relations in the Criminal Justice System* (Washington, D.C.: Government Printing Office, 1971);
Committee for Economic Development, *Reducing Crime and Assuring Justice* (New York: CED, 1969), pp. 25-32;
Henry S. Reuss, *Revenue-Sharing: Crutch or Catalyst for State and Local Governments?* (New York: Praeger, 1970). Also a number of related positions are summarized in: Daniel Skoler, "Co-ordinating the Criminal Justice System -- Is Planning Enough?," *Criminal Justice Digest* (Washington, D.C.: Washington Crime New Service, 1976), pp. 1-6.
2. Michigan Commission on Criminal Justice, *Criminal Justice Goals and Standards for the State of Michigan* (Draft) (Lansing, Michigan: Office of Criminal Justice Planning), pp. VI-1-8.
3. W. W. Haynes, *Managerial Economics* (Homewood, Illinois: The Dorsey Press, 1963), pp. 258-261.
4. Robert DeLaHunt, Richard Engler, Susan Petinga, *An Evaluation Study in the Area of Contract Law Enforcement: A Review of the Literature* (Washington, D.C.: National Sheriffs' Association, 1975), p. 5.

CHAPTER THREE
A JUDGEMENTAL ASSESSMENT
OF CONTRACT LAW ENFORCEMENT

1. INTRODUCTION

The previous chapter concluded that individual interests within both the recipient and provider communities expect a variety of results from a contract law enforcement program. It appears that community interests perceive contracting as a means to deal with a number of local issues which are not necessarily related to the effective delivery of law enforcement services. In all cases, the expectations identified in the previous chapter are based upon the opinions of those who generally have selected contracting over other forms of law enforcement. These opinions generally represent an implicit comparison between contracting and an independent law enforcement agency. In this chapter, the expectations identified in Chapter II will be examined to determine the extent to which individual interests believe they are being realized.

It is important to note here that, for the most part, these expectations appear to be common to all of the producer and recipient jurisdictions examined, particularly those with general service programs. They are also consistent with the expectations of those involved in selective service programs.

2. THE RECIPIENT COMMUNITY

Interests within the recipient community tend to relate contracting to the law enforcement services received prior to the contract. This is particularly the case with general service programs. In most cases, the contract is with the agency that previously provided the services. As a result, interests within many recipient communities perceive little if any change in law enforcement operations.

Exhibit 7 from the previous chapter, which summarized some of the major expectations found in the recipient communities, is repeated here.

A. Population of Recipient Jurisdiction

The population of recipient jurisdictions was found to have the following expectations:

- low or slowly increasing criminal activity;
- satisfaction with range of services offered and performance; and
- access to provider agency executives.

Generally, the recipient jurisdiction's population believes that its expectations are being met. Also, the limited data suggest that these expectations are indeed being realized.

Criminal activity in the contract jurisdictions reviewed, as explained by local officials, appears to be equal to or below that of similar cities in the same area with independent police departments. The most negative comment made by citizens to local

EXHIBIT 7:EXPECTATIONS OF THE RECIPIENT COMMUNITY-- SAMPLE LISTING --Recipient Jurisdiction

<u>Interest</u>	<u>Expectations</u>
Population, both residents and commuting workers.	Low or slowly increasing crime rates. Satisfaction with range of services offered and performance. Access to provider agency executives.
Local elected officials, both legislators and executives, and their principal appointees.	Affordable (not necessarily lowest) cost. Relief from administrative problems. Low or slowly increasing crime rates. 'Minimum levels' of service which are definable and accounted for. Relief from policy and budget process pressures. Immediate access to provider agency executives.
Community leaders, including business representatives, citizen groups, and local political groups.	High sense of security concerning person and property. Low cost, as reflected in tax reductions or perceived small increases.

Exhibit 7
cont.

Recipient Department (if any)

Interest

Police department.

Expectations

Lower cost and improved effectiveness.

officials was that contracting for services is seldom less effective than establishing an independent police department. Generally, citizens do not seem to be aware that a contract program exists.

The elected officials and administrators of recipient jurisdictions interviewed stated that citizens seldom complained to them about the range of services provided under the contract or performance; based on this, it may be reasonable to conclude that citizens are satisfied with services. Also, this may also indicate that citizen access to executives of the producer agency is adequate.

In sum, although the data are very limited, it appears that the population is generally satisfied with the services obtained. In the two cases reviewed where citizens were not satisfied, the contracts were subsequently cancelled. In most cases, the population does not perceive that it is receiving services under contract; it generally knows and accepts the executives and officers of the producing agency and considers their presence and activities as a normal part of local government.

B. Officials and Administrators of Recipient Jurisdiction

Local elected officials, both legislators and executives, and their principal appointees tend to be much more aware of the existence of a contract than their constituents. This awareness may be attributable to several reasons. Perhaps the dominant reason is that local officials and administrators tend to review formally on an annual basis the contract relationship, taking into account items such as

costs, services, and methods of administration. Also, interim reports and planning meetings tend to keep local officials and administrators constantly aware of the contract relationship. Another reason appears to be the regular exchanges of information between officials and administrators of both the recipient and provider jurisdictions about the problems of providing effective law enforcement.

Their major concerns or expectations were found to be:

- "Minimum levels" of services will be defined and accounted for by the producing agency.
- Crime rates will decrease or increase at "acceptable" levels.
- Costs of the contract services are affordable.
- Administrative problems associated with managing a law enforcement program are minimal.
- Policy and budget process pressures are reduced.
- Access to producer agency executives is guaranteed.

In the contract reviewed, minimum levels of service were carefully defined by the producer agency. Also, reporting procedures were generally established which encouraged recipient and producer agency executives to review regularly the services provided under the contract and resolve any minor problems. The results of these meetings often provide the basis for both the producer agency's proposal for the next contract year and the recipient jurisdiction's response to that proposal. The careful definition of service levels

seems to be prevalent in all contracts examined, whether general service or selective service. The general service contracts was found to be defined in a variety of ways, including hours-of-patrol and investigation to be provided, duties of traffic officers and school guards, and responsibilities of community service officers. Selective service contracts were also found to be stated in specific terms. In sum, specifying service levels in the contract was found to assist officials and administrators of recipient jurisdictions in identifying local law enforcement needs and meeting them.

In the jurisdictions examined, crime rates appeared to be lower or equivalent to similar cities or cities used by officials and administrators as a reference. However, comparative data on crime rates were not available.

Yes
A major expectation which in all cases seemed to be realized was that the services received under contract were affordable, in the sense that the local budget was sufficient to pay the contracted costs. However, the reasons these costs were judged to be affordable seemed to vary from case to case. Some jurisdictions were fiscally able to afford the full costs of all services which the provider agency estimated would be required. In other jurisdictions, original service estimates were lowered by the producers to levels which the recipients could afford. Also, in a number of cases it appears that the provider agency does not charge the total costs of the services, thereby making it easier for some jurisdictions to afford them. Finally, a number of the contracts studied receive federal grants. Officials

and administrators in all the jurisdictions reviewed stated that they could afford the contract; however, the reasons that the contracts were affordable varied among the jurisdictions studied.

Local officials and administrators also appear to expect that contract programs will bring them relief from the problems of directly managing a law enforcement program. Related to this is the expectation that there will also be relief from policy and budget-process pressures. In a sense, this can be viewed as an attempt to avoid the problems of running a law enforcement program, whether a general service or selective service program is chosen. Generally, local officials and administrators admit to relief from administrative problems and policy and budget pressure; they appear to be satisfied with the regular review of services with producer jurisdiction officials, leaving program planning and operations to them.

In several jurisdictions, the reason for entering into a contract was based on one more factor: the desire to participate in an area-wide law enforcement program with one or more contiguous jurisdictions. Here, it was believed that single contracts or independent police agencies in contiguous cities would result in duplication and perhaps even disagreements. In order to avoid this situation, local officials of contiguous jurisdictions established a regional law enforcement program through a single contract with a single producer agency, giving it the responsibility to set regional policy and enforce it.

Officials and administrators generally expected direct access to producer agency executives to discuss, as needed, daily operations and review overall policy. In all cases studied, producer agencies were always willing to provide personal liason through the top command levels to local officials and administrators. In many cases, the producer agency assigned an officer or executive to work regularly with all interests within the recipient community.

Based upon the contracts reviewed, local officials and administrators appear to be satisfied with contracting; not one expressed an interest in establishing an independent law enforcement agency. Only two comments about the possible rejection of existing contracts were made: (1) One jurisdiction may cancel its present contract with a neighboring jurisdiction and contract with another; and (2) officials in several other jurisdictions indicated that contract costs may rise to levels they can't afford, forcing them to establish an independent police agency.

C. Community Leaders of the Recipient Jurisdictions

Community leaders in the recipient jurisdictions, including business representatives, citizen groups, and political groups, generally expected that a general service contract would provide a sense of security. Their concern was to continue the service provided prior to the contract. In this case, the decision to contract often followed a jurisdiction's incorporation. According to local officials, community leaders often support incorporation only with the condition

that a contract would be signed with the agency providing law enforcement services prior to incorporation. Community leaders did not appear to get involved in decisions to contract for selected services.

Community leaders also tended to view contracting as a way to provide effective general law enforcement services at costs lower than those involved in establishing an independent police department. Most cost estimates indicate that an equivalent independent law enforcement agency would cost from 100%-200% more. In making these comparisons with the equivalent, but hypothetical, independent agency, it is not clear, however, that the services to be provided by the agency were the same as those provided under contract.

The expectations of community leaders, as stated primarily by the local officials and administrators of recipient jurisdictions, appear to have been met.

D. Recipient Department

Several of the jurisdictions reviewed had a recipient department, an office which would utilize, coordinate, or direct the services obtained under contract. The major expectation was that lower costs and improved effectiveness would result. There is no evidence that these expectations were realized.

Selective service contracts did seem to result in lower costs or improved effectiveness when compared to the alternative of establishing independent programs. Data to prove this point are, however, very limited.

3. THE PROVIDER COMMUNITY

Expectations identified within the provider community tend to be more diverse and complex than those found in the recipient community. There may be several reasons for this diversity and complexity. The provider jurisdiction is usually older and larger than the recipient jurisdiction, and therefore is already committed to many established policies and programs which could be affected by a contract program. The smaller and newer recipient jurisdictions may not have to be so concerned with the interdependence among its various programs. In addition, provider jurisdictions often want to structure their contract relationships in order to avoid cancellations, thereby avoiding loss of prestige and the need to reassign employees. Exhibit 8, which summarizes the expectations of the provider community, is repeated here.

A. Elected Officials of Provider Jurisdictions

The expectations identified in the provider jurisdictions were expressed primarily by local officials, both elected legislators and executives and their appointed administrators. The two major expectations were: new revenues from contract programs, and development of area-wide policies.

Revenues from contracts are expected by some to be greater than the costs of providing services. There is no evidence to support this contention. In some of the larger, well-established programs, it is sometimes difficult to determine exactly what services are being

EXHIBIT 8:EXPECTATIONS OF THE PROVIDER COMMUNITY-- SAMPLE LISTING --Provider JurisdictionInterest

Local elected officials, both
legislators and executives, and
their principal appointees.

Expectations

New revenues.
Development of consistent
area-wide policies.

Producer AgencyInterest

Elected and appointed officials.

Expectations

Development of consistent
area-wide law enforcement
policies and programs.

Development of superior
personnel and technical
resource base.

Coverage of certain contract
costs.

Support of population.

Assurance of future role in
area law enforcement.

Officers and staff.

Development of new opportunities
for professional growth and
career advancement.

Development of stable employment.

provided to the recipient jurisdictions. In many cases, it is difficult to determine if services and associated payments are balanced. In some larger jurisdictions, services appear to be intentionally underpriced, the idea being, perhaps, that prices can be raised later.

In a number of jurisdictions, no effort is made to cover the total costs of providing services. The policy of the provider jurisdiction may be to offer certain services which are paid for through general tax revenues and not charge for them under contract. Other jurisdictions may feel that the costs of providing services is so low there is little to be gained in charging for them.

It does not appear that new net revenues are being obtained from contract law enforcement programs, although there may be new sources of revenues to pay for certain program costs.

Local officials also have expressed an interest in using contract law enforcement as an attempt to develop consistent area-wide policies. A number of officials stated that successful contract law enforcement programs between a single provider and several jurisdictions could lead to the development of area-wide programs under the control of the provider jurisdiction.

Many of the local officials interviewed see contract law enforcement as a way to increase the fiscal security and influence of the provider government. In some cases, contract law enforcement may be part of an effective plan to develop consistent area-wide policies.

B. Elected and Appointed Officials in Producer Agencies

The elected and appointed officials of producer agencies interviewed had the following expectations:

- development of consistent area-wide law enforcement policies and programs;
- development of superior personnel and technical resource base;
- coverage of certain costs;
- support of population in area; and
- assurance of a future role in are law enforcement.

The first expectation - development of consistent area-wide law enforcement policies and programs -- was found to be expressed in terms which give the producer agency the dominant role in determining policies and managing programs. This was particularly the case with general service contracts. Producers which have established general service contracts appear to be taking a leadership role in establishing area-wide law enforcement policies and programs throughout their jurisdictions. One reason for this, which was mentioned earlier, is that much of the area these producers serveis unincorporated and does not have an independent police department. The additional resources obtained through contracting, it is believed, allow for improved law enforcement throughout the producer's jurisdiction. Elected and appointed officials from agencies committed to and involved in contracting believe that they are developing

consistent area-wide policies and programming. In many areas, this appears to be true.

The second expectation -- development of a personnel and technical resource base -- does seem to be realized. The hiring of personnel and purchasing of new equipment with contract revenues have contributed to a base for the development of specialized programs and use in emergencies and special events across the jurisdiction.

The coverage of certain agency costs, the third expectation, is usually realized. As discussed in the previous chapter, often a portion of the costs of providing contract services has to be recovered. This determination is based upon the charter or objectives of the producer agency, the availability of general revenue or grant funds, and the services provided.

The last two expectations -- support of population in the recipient jurisdiction and assurance of future role in area law enforcement -- are related. As discussed earlier, the demand for certain services from sheriffs' departments, state police agencies, and highway patrol operations may be dropping. Newly incorporated cities usually have the option of establishing independent law enforcement agencies or contracting with the agencies that provided services prior to incorporation. An active contract program is often considered to be the way to demonstrate to the population of the unincorporated areas the improved effectiveness of the producer

agency. It is pointed out that the services received while unincorporated were backed up by the resources of the contract program. This experience and capability are often believed to encourage incorporating jurisdictions to contract for law enforcement services rather than establish an independent law enforcement agency. Many of the producer agencies with an established contract program, particularly sheriffs', are realizing these expectations.

Generally, the elected and appointed officials of producer agencies are realizing their expectations. A major future determinant in realizing these expectations will be contract costs to the recipients. Many of these costs are presently subsidized by the provider jurisdiction, either formally or informally, and any decrease may affect the willingness or ability of recipients to enter into or continue contract programs.

C. Officers and Staff of Producer Agency

Two expectations expressed by producer agency officers are:

- (1) development of new opportunities for professional growth and career advancement; and
- (2) development of stable employment.

Their expectations generally are based upon the assumption that a larger agency offers more opportunities and stable employment at high wages than can be offered by a smaller agency. In the cases examined, it appears that the larger agencies often pay higher salaries than the smaller ones. It is not clear if there are more opportunities or stable employment in the larger agencies. Clearly,

however, officers and staff believe this to be the case.

4. CONCLUSIONS

This study of 61 contract programs (where 50 were general service programs) indicates that the interests involved in contracting are generally satisfied. In the contracts studied, contracting seldom appeared to be a major issue requiring the careful attention or scrutiny of interest in either the recipient or provider communities. Rather, contracting is generally accepted as an administrative convenience and as a means to establish area-wide law enforcement policies and programs; where contracting exists, it is accepted as a normal part of local government.

Most of the contracts studied seemed to develop from very natural circumstances at the local level. Attempts of potential producer agencies to develop contract programs aggressively where such natural conditions do not exist could result in situations not identified in this study. Efforts to contract should, perhaps, begin with the establishment of conditions conducive to contracting. Such conditions can, perhaps, be based upon efforts to correct those factors which were presented in Chapter II as inhibiting the development of contract programs. Possible approaches to dealing with these factors are summarized below.

1. Tradition: New and established cities tend to have their own independent law enforcement agency. Potential

producers might want to consider a campaign to explain how contract programs do not have to reduce the impression of independence these cities want to maintain.

2. Costs: Cost savings could be initially demonstrated through an ability to obtain grants or a willingness to not charge the full cost of delivering services. Again, it is not clear that services provided under contract can be cheaper than the same services provided by an independent law enforcement agency.

3. Enabling Legislation: Efforts could be made to lobby for the necessary enabling legislation at the local and state levels.

4. Model Programs: Encouraging the documentation and evaluation of individual contract programs could serve to encourage the interest of potential recipients.

5. Availability of Providers: Improving the capabilities and reputations of potential providers could lead to an increased interest in contracting.

6. Inter-Agency Cooperation: Present forms of inter-agency cooperation might be reorganized in a way which facilitates the review and development of contract programs.

These six approaches are based primarily on the cases examined in the study; they are presented in an attempt to understand the requirements for successful contract relationships.

Contracting appears to satisfy the needs of those who are involved in it. Very few statements of dissatisfaction were found.

CHAPTER FOUR:
ISSUES TO ADDRESS

1. INTRODUCTION: WHAT WAS LEARNED

Contract law enforcement was found to be a very natural component of local government in a number of areas where certain conditions prevail. The most important condition seemed to be the acceptance of the producer agency by the potential recipients. The actual capabilities of the producer often seem to be secondary to the condition of acceptance. Acceptance within the recipient community is expressed in different ways. The population usually believes the producer to be a capable law enforcement agency; the crime rate is usually at an acceptable level and there is a high sense of security and satisfaction with the services provided. Officials in the recipient jurisdiction often find contracting to be a way to avoid many of the administrative and fiscal burdens of managing a law enforcement agency.

The producer community is also generally satisfied with contracting, finding it to be a means to establish area-wide influence over law enforcement policies and programs. Also, some officials view contracting as a possible source of new revenue.

At this time, it is not possible to make any conclusions about the general applicability of contracting for either general service or selective service programs. The case-by-case review of this study did not allow for any synthesis of quantitative data. Enough is now known, however, to justify the systematic gathering and analysis of quantitative data.

This study was unable to examine two issues which law enforcement practitioners and researchers alike agree need to be addressed. The first issue is concerned with the structure and operation of contract programs. Further study is needed to determine how contract programs could contribute further to effective law enforcement. It might be possible, for example, to provide a richer, more diverse mix of services; reduce costs for single services or sets of services; supplement the core law enforcement capability of potential recipients by contracting; and formally develop area-wide policies and programs to be administered by a single law enforcement agency. These are only a few of the possibilities that need to be considered.

The second general issue which deserves considerable attention is the relative merits and effectiveness of contract programs as compared with independent law enforcement agencies. Although those involved in contract programs generally agree that

they are satisfied and do not intend to establish an independent law enforcement agency, there is no valid comparison of the costs, services, and results found in contract programs and those found in similar independent agencies. Some reliable comparative data on contract operations and independent agencies would assist both recipient and provider communities in determining how to identify and satisfy law enforcement needs.

Each of these two general issues is discussed more thoroughly below. Specific questions to address are briefly discussed. This chapter then concludes with some ideas for further study and experimentation.

2. ANALYSIS OF THE STRUCTURE AND OPERATION OF CONTRACT LAW ENFORCEMENT

Although individual contract law enforcement programs were found to receive the support of both the recipient and producer communities, there is still much to be learned about their structure and operation. Some questions which remain unanswered are:

1. How are services provided over the course of the contract?
2. At what levels of activity do individual services and alternative service mixes realize economies of scale? Stated differently, at what level of activity do the unit costs of various services begin to decline? What services, from the point of view of costs, might be

best centralized or consolidated?

3. What impacts are associated with the services provided under contract?
4. What organizational relationships are the most appropriate for the delivery of contract services?

The first question, determining what services are delivered under contract, has been addressed in a very aggregate sense by this study. What is not known is how these services are actually delivered by hour, shift, day, and week. For example, the study identified contracts that specify the number of patrol units per shift and the number of officers to be assigned to each unit. What is not known is how these units patrol, how they respond to calls, and what non-crime related services are provided at the discretion of the patrol officer. In the selective service area, for example, contracts for dispatch were found which merely committed the producer to dispatch the units of the recipient department. No data were collected about priority screening of calls, number of dispatchers, response time, and outcome of calls. In sum, to better understand contract programs, a considerable amount of disaggregated data about contract services need to be collected and analyzed.

It appears that the second question dealing with the relationships between services and costs also can be addressed more thoroughly.

As mentioned earlier, much of the support for large scale contract programs is based on the assumption that the unit costs of service decline as the level of activity increases. This has not been demonstrated. In order to address this question properly, cost data for individual services and sets of services need to be assembled and analyzed to determine where economies of scale are, if at all, realized.

As service and cost data are assembled and analyzed, the impacts associated with them can be identified. For general service contracts, impacts can be defined in terms of: deterrence of crime, apprehension of offenders, provision of sense of community security and confidence in the police, satisfaction of public demand for non-crime services, and recovery of stolen goods.¹ The impacts of some selective service contracts, such as dispatch and investigations, may be defined in terms similar to these. The impacts of other possible selective service programs, such as custody, research and planning, and community relations, would require further definition.

The final question to address deals with the most appropriate organizational relationships for the delivery of contract services. The study found county-city contracts to be the most prevalent. Although many of the reasons for this are plausible, a more thorough study may identify new organizational relationships where the conditions for establishing the county as the most appropriate provider do not exist.

These questions do not in any way suggest that existing

contract programs are ineffective or need to be replaced. Rather, the current satisfaction with contracting indicates that further exploration of the structure and operations of existing and possible contract programs is warranted.

3. A COMPARATIVE ANALYSIS OF CONTRACT LAW ENFORCEMENT AND INDEPENDENT LAW ENFORCEMENT AGENCIES

Contract programs, again, are usually alternatives to the establishment of independent law enforcement programs. Although contracting was found to be a common and satisfactory occurrence, this study found little careful comparison between contracting and an equivalent independent agency. Several studies show that a general service contract programs costs less than police departments in similar cities; however, in these comparisons the actual services offered by each program are not known. Also, the degree to which the costs of the contract cover the costs of providing services is often not known.

The basic questions about the relative merits of contract law enforcement need to be addressed:

1. What are the differences between contract programs and independent law enforcement agencies in similar jurisdictions in terms of services provided, workload, costs, and impacts?
2. What are the differential effects in each jurisdiction upon other agencies?

The first question requires a statistical comparison of contract programs and equivalent independent law enforcement agencies. The analysis of services will identify both quantitative and qualitative differences. Quantitative differences will be in terms of number and type of services provided, workload of sworn and non-sworn personnel, costs of services provided, and certain impacts. This quantitative analysis is required to address many of the questions currently being asked about contracting such as: Is it cheaper than an independent agency? Is there a full range of both crime and non-crime related services? Do personnel in a contract program have the same responsibilities as those in an independent agency? Is crime controlled as well by contract programs as by independent agencies?

A qualitative analysis of whether the services, workload, costs, and impacts of contract programs are satisfactory has, to a large degree, been completed in this study. Generally, those involved in contract programs appear to be satisfied. This qualitative analysis would have to be strengthened by a more systematic review of contract programs and an equivalent survey of independent law enforcement agencies.

The second question focuses upon the comparative effects of contract law enforcement and independent programs on other agencies in their respective jurisdictions. Programs found to have more effective crime-related services may increase the burden of

associated law enforcement agencies such as prosecutors, courts, and corrections. A jurisdiction with a law enforcement program based upon a limited array of non-crime related services could, for example, require more social services than a jurisdiction with a law enforcement program based upon a more complete array of non-crime related programs. In sum, contract and independent law enforcement programs could be having different effects upon both criminal justice and non-criminal justice agencies in their respective jurisdictions.

The purpose of this comparison of contract and independent agency programs would be to (1) identify the relative effectiveness of each form of law enforcement in certain situations, and (2) assist local officials in effectively identifying and meeting their law enforcement needs. These results would provide an improved information base not only for those who are willing to consider establishing or entering into a contract program, but also for those who wish to improve the effectiveness of existing agencies.

The use of these results as a reference for the development of contract programs is obvious, since the requisite analyses focus directly upon the relative merits of contracting. The use of these results to improve the effectiveness of existing agencies also could be expected. These results could be used by law enforcement administrators as a basis for reviewing and changing established operations such as dispatch procedures, patrol, training, and investigation. Also, opportunities might be identified for revising overall departmental policy. An example of such a revision might be a major reduction

or expansion in the scope of services provided.

This latter possibility deserves careful consideration, since the comparative analysis may identify areas where contract programs differ dramatically from independent agency programs, yet local goals and needs are still met satisfactorily. If this were found to be the case, administrators of independent agencies would be able to incorporate into their programs the experiences of contract law enforcement.

4. FURTHER STUDY AND EXPERIMENTATION

Each of the questions described above could be the basis for formulating a wide variety of studies and experiments. It is recommended that efforts be made to answer these questions, either collectively or independently.

As answers to some of these questions begin to emerge, it may be appropriate to consider an experiment which compares several contract configurations with independent law enforcement agencies. Such an experiment would require the participation of a number of comparable communities, with each committed, for example, to one of the following law enforcement delivery systems:

- an independent law enforcement agency;
- the delivery of all indirect services by a law enforcement agency under contract to a core law enforcement agency;

- the delivery of infrequently used services by a law enforcement agency under contract to an independent law enforcement agency;
- the delivery of indirect or technical services by a private agency to an independent law enforcement agency;
- several general services contracts in an area where there are several or more independent law enforcement agencies; and
- general service contracts throughout an area with a single law enforcement agency.

These are only a few of the possible configurations. They serve to illustrate the range of possibilities which can be considered.

In conclusion, enough is known about contract law enforcement to justify further inquiry and careful experimentation. Although a great deal is yet to be learned about contract law enforcement, experiences to date indicate that contracting is an alternative to consider in the development of improved law enforcement programs.

FOOTNOTES: CHAPTER FOUR

1. Theodore H. Schell, Don H. Overly, Stephen Schack, and Linda Stabile, *Traditional Preventive Patrol: An Analytical Framework and Judgemental Assessment* (Washington, D.C.: Government Printing Office, forthcoming), pp. 1-21.



END