

NATIONAL SHERIFFS' ASSOCIATION

contract law enforcement

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FINAL

SEP 21 1977

CONTRACT ACQUISITIONS LAW ENFORCEMENT: A PRACTICAL GUIDE TO PROGRAM DEVELOPMENT

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July, 1977

Prepared under Grant Number 75-N1-99-0103 from the National Institute of Law Enforcement and Criminal Justice, Law Enforcement Assistance Administration, U.S. Department of Justice. Points of view or opinions stated in this document are those of the authors and do not necessarily represent the official position or policies of either the U. S. Department of Justice or the National Sheriffs' Association.



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PREFACE

The National Sheriff's Association has prepared this manual, *Contract Law Enforcement: A Practical Guide to Program Development*, as part of its nationwide study of contract law enforcement which was accomplished in concert with the University City Science Center, and supported by Grant Number 75-NI-99-0103 of the National Institute of Law Enforcement and Criminal Justice.

One of the four reports, *Contract Law Enforcement: A Practical Guide to Program Development*, was prepared in conjunction with the University City Science Center's, *A Judgemental Assessment of Contract Law Enforcement*, a report analyzing the concept of contract law enforcement and developing recommendations for further study in the area of contracting. Both of these final products draw heavily from information generated by two initial reports: *An Evaluation Study in the Area of Contract Law Enforcement: A Review of the Literature*, and *Contract Law Enforcement: Site Visit Case Reports*.

FOREWARD THE PURPOSE OF THIS MANUAL

Contract law enforcement is now a reality in the criminal justice system of the United States. Governmental entities large and small, rural and urban, from coast to coast are receiving all or part of their law enforcement services under the terms of contracts.

Over the nearly thirty years since the birth of contract law enforcement, law enforcement managers and local government officials interested in developing contract programs have been forced to rely upon trial and error or the examples of a limited number of existing programs with which they might happen to be familiar.

This manual, *Contract Law Enforcement: A Practical Guide to Program Development*, has been published to remedy this situation. It is based upon a nationwide sampling and study of contract law enforcement programs and draws upon lessons learned by practitioners having "hands-on" experience in contracting. This manual is designed to inform decision-makers of what contract law enforcement can and cannot be expected to do, the "do's" and "don'ts" of planning and implementing the delivery of law enforcement services under contract, and how department resources can be best managed to make contract programs work.

THE SCOPE OF THIS MANUAL

Contract Law Enforcement: A Practical Guide to Program Development is a supplemental tool to help law enforcement managers and local government officials apply their professional knowledge and experience to contracting for law enforcement services. As a practical matter, there isn't any "black magic" to contract law enforcement. The same policies, procedures, and practices that produce good results in regular field operations elsewhere usually can be applied with equal success in the delivery of contract services.

In other words, the basic techniques of patrol, investigation, dispatch and so forth are largely universal in their application and they can be used regardless

of how law enforcement services come to be provided to any community — whether by contracting, organization of a local department, or otherwise. The same can be said for the administrative and political processes of local government insofar as they bear upon contracting for law enforcement services. For this reason, law enforcement managers and local officials who want to develop contract programs are not going to have to learn their jobs all over again, and this manual is not intended to be a primer in familiar principles of criminal justice or public administration.

Contract Law Enforcement: A Practical Guide to Program Development has been written to provide an informed understanding of what may be new or different to the practitioner who is contracting for the first time. Some elements of conventional law enforcement programs, such as local ordinance enforcement or providing miscellaneous services, frequently have a different meaning and significance in a contract environment. There also are a limited number of considerations in contracting for law enforcement services, for example, developing information systems and demonstrating responsiveness to the wants and needs of the community that, if not unique, often call for new variations in standard patterns of service management and delivery. Finally, tasks like determining legal authorization for the contract program or costing contract services and sharing these costs among the contract participants in the most equitable manner, do appear to be peculiar to contract law enforcement programs. It is with these matters that this manual is concerned.

THE ORGANIZATION OF THIS MANUAL

The text of *Contract Law Enforcement: A Practical Guide to Program Development*, is divided into five chapters. Each chapter covers one important area of contract law enforcement. When fitted together, these chapters provide a comprehensive guide to the development of a complete contract law enforcement program. As the chapter contents translate into program elements, the reader may find it helpful to briefly review the organization of this manual before proceeding to the main text.

Chapter I, "Introduction to Contract Law Enforcement", presents basic information about contracting. This chapter:

- Defines contract law enforcement;
- Describes contract law enforcement delivery systems;
- Describes what contract law enforcement can and cannot be expected to do;
- Outlines the patterns of contract law enforcement;
- Traces the growth of contract law enforcement; and
- Includes selected case studies of programs now in operation in the field.

Chapter II, "Essential Considerations in Delivering Contract Services", provides an in-depth look at the requirements for planning service delivery and developing program information systems. This chapter contains guidance on:

- Determining the legal authorization for contracting;
- Obtaining information on new contract service areas;
- Enforcing local ordinances and providing miscellaneous services under contract;
- Estimating the quantity of service required by a contracting community;
- Providing for temporary interruptions in contract services as necessary;

- Allocating roles in policy and administration among the contract participants;
- Being responsive to the needs of a contract community and resolving disputes over the delivery of contract services;
- Coordinating contract service delivery;
- Maintaining an adequate span of control for contract field operations;
- Allocating tort liability among the contract participants; and
- Reporting, evaluating, and reviewing service delivery.

Chapter III, "Costing and Financing Contract Law Enforcement Services," outlines the significant fiscal aspects of municipal and county and state contract programs. This chapter examines:

- Items to be included in direct personnel, field equipment, and indirect support contract service costs;
- Ways to actually determine their costs;
- How to break-out service costs on an hourly basis;
- How and why service costs are shared among contract participants;
- Fiscal control procedures to be implemented in administering control costing and financing; and
- Opportunities to obtain federal assistance through LEAA Action Grants or Department of Labor CETA Grants.

Chapter IV, "Managing Manpower, Facilities, and Equipment for Contract Programs," covers the resource requirements of program design. This chapter describes:

- Motivating departmental personnel to support contracting;
- Choosing between fixed and rotating assignments for personnel working in the contract service area;
- Selecting and assigning personnel to contract programs;
- Training and orienting personnel for contract assignments;
- Recalling contract personnel;
- Forecasting facility needs and establishing new substations for contract programs; and
- Meeting general and special equipment requirements of contract programs.

Chapter V, "The Contract Process," takes the reader through a step-by-step process recommended in developing a contract program. These steps are:

- Conducting a feasibility study;
- Requesting proposals for contract services;
- Developing such a proposal;
- Gaining acceptance of the contract program;
- Negotiating the contract; and
- Implementing the contract program.

CHAPTER I

Introduction To

Contract Law Enforcement

Many believe that contract law enforcement is one of the most promising developments in criminal justice programs. As its growing popularity demonstrates, contracting for law enforcement services is attractive to the law enforcement manager and local official alike. Versatile and practical, contract law enforcement programs share many standard characteristics, yet with careful planning each can be adapted to meet a wide variety of situations and needs.

Section 1

Contract law enforcement is a voluntary program in which one government enters into a formal, legally binding agreement to provide law enforcement services to another government for a fee and without altering the fundamental powers and responsibilities of either government. In the context of this manual, an agreement to provide law enforcement services is:

- *Voluntary*: It is established, modified, and renewed by consent.
- *Formal*: It is accomplished according to obligations, conditions, and standards of performance stipulated in a written document.
- *Legally binding*: It creates a legal relationship among the participants that guarantees their rights and duties.
- *Involves a fee*: It requires the payment of fees for services rendered.
- *Does not alter fundamental governmental powers and responsibilities*: It involves only a limited transfer of authority to enable one government to become the paid agent of another for the purposes and duration of the agreement.

Section 2

CONTRACT LAW ENFORCEMENT DELIVERY SYSTEMS DESCRIBED

Contracting for law enforcement services permits great flexibility in service delivery. A contract for law enforcement services may range from the purchase of a single service to the procurement of a complete law enforcement protection package of primary and auxiliary and technical services. To better understand how contract law enforcement services are purchased and delivered, it is helpful to view contracting as consisting of either general service or selective service programs.

A. General Service Contract Law Enforcement Programs

1. General service contract programs involve a provider government, its producer agency, and the recipient government

General Service Contract programs involve three participants:

- *Provider government*: The state, county, or municipal government that agrees to provide law enforcement services.

- *Producer agency:* The provider government's law enforcement agency that actually produces and delivers these services.
 - *Recipient government:* The government that purchases and receives these services.
2. The producer agency acts as the recipient government's law enforcement department

Under the terms of a general service contract, the recipient government receives all or nearly all of its law enforcement protection from the producer agency. Though in a few instances a recipient government chooses to supplement its general service contract by providing limited ancillary services through its own employees, for example, parking enforcement and license investigation, the producer agency performs all essential law enforcement functions. In practice, the producer agency acts as the recipient government's law enforcement department.

3. Four of the most common general service delivery systems

Many general service delivery systems are possible. Four of the most common in operation today include:

- *Standard Patrol Beat Delivery:* In this delivery system the recipient government purchases a desired level of patrol coverage and the producer agency treats the contract service area as a new beat.

Any level of patrol service may be purchased. Patrol beat delivery may involve nothing more elaborate than twenty hours of patrol purchased by a small rural community to supplement on-call services provided by a county or state law enforcement agency. Or, it may be as extensive and complex as a complete package of patrol and specialized services purchased by a large urban city in lieu of establishing a local law enforcement department.

Whatever the size of the program, when contract services are delivered under a standard patrol beat system, the boundary integrity of the recipient government jurisdiction is recognized. Standard patrol beat delivery is found in contract programs in almost every state.

- *Resident Deputy or Trooper:* This is one of the oldest delivery systems for general contract services and one that remains popular in rural areas and small towns. A resident program involves one, or possibly two, designated officers assigned to a contract service area for extended tours of duty ranging from several months to several years. These officers usually live in or near the community they serve.

During their shift, residents deliver a full range of services including patrol and investigation. Resident coverage is routinely supplemented by the regular field operations and support personnel of the producer agency, which is almost always a state or county law enforcement department.

Though individual resident contracts may be quite small, an extensive network of service areas can be built up. For example, the Connecticut State Police now have residents in almost fifty towns throughout their state.

- *Regional or Shared Patrol Beat Delivery:* This system is of growing popularity among contiguous jurisdictions. In regional or shared beat delivery, artificial political boundaries are ignored and two or more contract service areas are treated as a single entity.

Regional beat delivery systems may be very limited in scope. For example, two small municipalities share a single contract patrol unit, or they may be very large as in Los Angeles County's Lakewood Law Enforcement Region where six cities with a total population of 230,000 are serviced as a single entity.

Regional systems may even include an entire county. In Decatur County, Iowa, for example, all unincorporated and incorporated (ten municipalities) territory is treated as a single countywide law enforcement region with services delivered by the county sheriff who is under contract to a specially created law enforcement commission made up of representatives of each of the governmental entities involved.

- *Mixed Delivery:* In some instances where general law enforcement services are delivered within a regional or shared beat delivery system, a recipient government may determine that it has particular law enforcement needs not shared by other recipients. These needs might include a community relations officer, a school safety officer, increased traffic control, and so forth. If this recipient government chooses to purchase supplemental or specialized services in addition to its general coverage from the regional delivery system, a mixed delivery of services results.

B. *Selective Services Contract Law Enforcement Programs*

1. Selective service contracts include a recipient agency

In selective service contracting, the recipient government purchases one or more services separately to supplement the general law enforcement services provided by its own department. Thus, there is a fourth participant in selective service contracting: the recipient agency which remains the primary deliverer of law enforcement services throughout its jurisdiction.

2. Dispatch and many other services or combinations of services may be purchased

Almost any law enforcement service or combination of services may be purchased through selective service contracting. Dispatch is one of the services most commonly purchased in this way. A selective service dispatch contract enables a recipient agency to obtain dispatch services from a producer agency in lieu of establishing its own base station and radio nets. Dispatch contracts may involve one municipal department dispatching for an adjacent municipal department, or they may be as complex as the St. Louis County, Missouri, Police Department's selective service program in which over twenty-five municipal police departments contract for dispatch. Other services particularly amenable to selective service contracting include entry level training, records, detention, crime lab, supplemental patrol, investigation and helicopter and canine patrol.

3. Selective service contracts may satisfy continuous or intermittent needs

Selective service contracts may deliver on-going services such as crime lab

or dispatch, or they may deliver as-needed services such as homicide or arson investigation. An interesting example of a selective service contract delivering services as needed involves the city of Pasadena, California. Each year Pasadena supplements its police department by activating a thirty-six hour contract with the Los Angeles County Sheriff's Department and the California Highway Patrol. Under the terms of this contract, 1300 sheriff's deputies and sixty highway patrolmen perform traffic and crowd control duties at the city's annual Tournament of Roses Parade and Rose Bowl football game. The total fees paid for the 1976 contract amounted to over \$180,000.

4. Selective service contracting may involve regional delivery

As with general service contracts, services purchased under a selective service agreement may be delivered to either a single contract service area or to multiple contract service areas in a regional configuration. The helicopter contract program of San Bernardino County, California, Sheriff's Department is an example of regional selective service delivery. In this program, ten cities, including two having general service contracts with the sheriff's department and eight having local departments, receive helicopter patrol from the sheriff's department.

Section 3

GROWTH OF CONTRACT LAW ENFORCEMENT

A. *The Lakewood Plan*

Like most other manifestations of modern government, contract law enforcement is the product of evolution. In Los Angeles County, California, generally considered the birthplace of contract law enforcement, contracting for law enforcement services came about as part of the "Lakewood Plan." The Lakewood Plan called for most municipal services, including law enforcement, to be purchased from and provided by the county. Although law enforcement was only one of many services purchased together as a single package under contract, it proved to be one of the most successful services obtained in this manner. Because of this, when "bulk purchasing," at first popular under the Lakewood Plan, was discarded in favor of purchasing municipal services individually from a county "shopping list," law enforcement quickly became one of the most sought after contract items.

B. *Recent National, State, and Local Developments*

1. Increased stress upon productivity accelerates growth of contract law enforcement

The demonstrated flexibility of contracting in Los Angeles County led to the development of other general and selective service contract law enforcement programs in the years immediately after the appearance of the Lakewood Plan. Progress, however, was slow. More recently, the increased stress placed upon improving the productivity of the criminal justice system has accelerated the growth of contract law enforcement and hastened its spread throughout the United States. Forces at the national, state, and local levels have been at work to encourage the development of contract law enforcement services.

2. National commissions support contract law enforcement

At the national level, the President's Commission on Law Enforcement and

Administration of Criminal Justice characterized contract law enforcement as "one of the least complicated ways to achieve consolidation of police services" and concluded¹:

- Contract law enforcement programs can be effective without altering existing governmental structures.
- Any level of government can provide contract law enforcement services to other governments.
- A contract program can be effectively utilized to meet law enforcement needs in staff, auxiliary, and certain field services; it also can accomplish complete consolidation of all law enforcement activities.
- Costs of a contract program of law enforcement can be distributed equitably among participants and need not work to the disadvantage of non-participants.
- Contract programs are limited and voluntary and do not necessarily cover areas that are contiguous.

In 1973 the highly influential National Advisory Commission on Criminal Justice Standards and Goals also cast a vote in support of contracting, recommending that "every local government and every local police agency should study possibilities for combined and contract police services, and where appropriate, implement such services." A special emphasis was given to replacing small departments employing fewer than ten sworn employees with larger law enforcement agencies capable of providing twenty-four hour coverage.²

3. State planning agencies provide funding for contract programs

At the state level, some state planning agencies have implemented the 1973 Standards and Goals recommendations by refusing to channel Law Enforcement Assistance Administration Block Action Grants (which account for eighty-five percent of LEAA's action money) to departments with fewer than ten personnel. Instead of funding small departments, these state planning agencies have attempted to improve the provision of law enforcement services by providing grant funding for regional and consolidated law enforcement programs such as contracting. State planning agencies serving large rural areas have been especially active in promoting the development of contract law enforcement services in this way.

4. Local officials turn to contracting

At the local level, officials of small municipalities, pressed between citizen demands for more adequate law enforcement protection and the rising costs of the resources required to provide this protection, increasingly have turned to contracting as a means of giving their communities an improved law enforcement capability. High on their list of priorities for selecting a producer agency have been the availability of around-the-clock dispatch and patrol services and trained officers able to provide professional quality law enforcement.

¹The President's Commission on Law Enforcement and Administration of Criminal Justice, *Task Force Report: The Police*, U. S. Government Printing Office, 1967, p. 108.

²National Advisory Commission on Criminal Justice Standards and Goals, *Report on the Police*, by Russell W. Peterson, Chairman, Washington, D. C.: Government Printing Office, 1973, pp. 109-110.

Section 4

PATTERNS OF CONTRACT LAW ENFORCEMENT

A. Program Selection

1. Criteria considered in selecting programs for analysis

In selecting contract law enforcement programs for analysis, the National Sheriffs' Association Project Staff considered several criteria. These included:

- *Geographic spread:* As the study was nationwide in scope, contract programs in all areas of the country had to be examined.
- *Demographic characteristics:* It was necessary to sample contract programs in urban, suburban, and rural areas with a major emphasis upon suburban and rural programs.
- *Contract participants:* A comprehensive or overview of the many possible combinations of provider governments, producer agencies, and recipient governments at all levels of federal, state, county, and municipal jurisdictions was mandatory.
- *General and Selective Service Programs:* The extent and significant characteristics and processes of both types of contract programs had to be determined.
- *Stage of implementation or usage:* New and established contract programs, both successes and failures had to be found.
- *Extent of evaluation:* Special care had to be taken to identify programs or parts of programs where evaluations had been conducted.

2. An overview of the data collection process

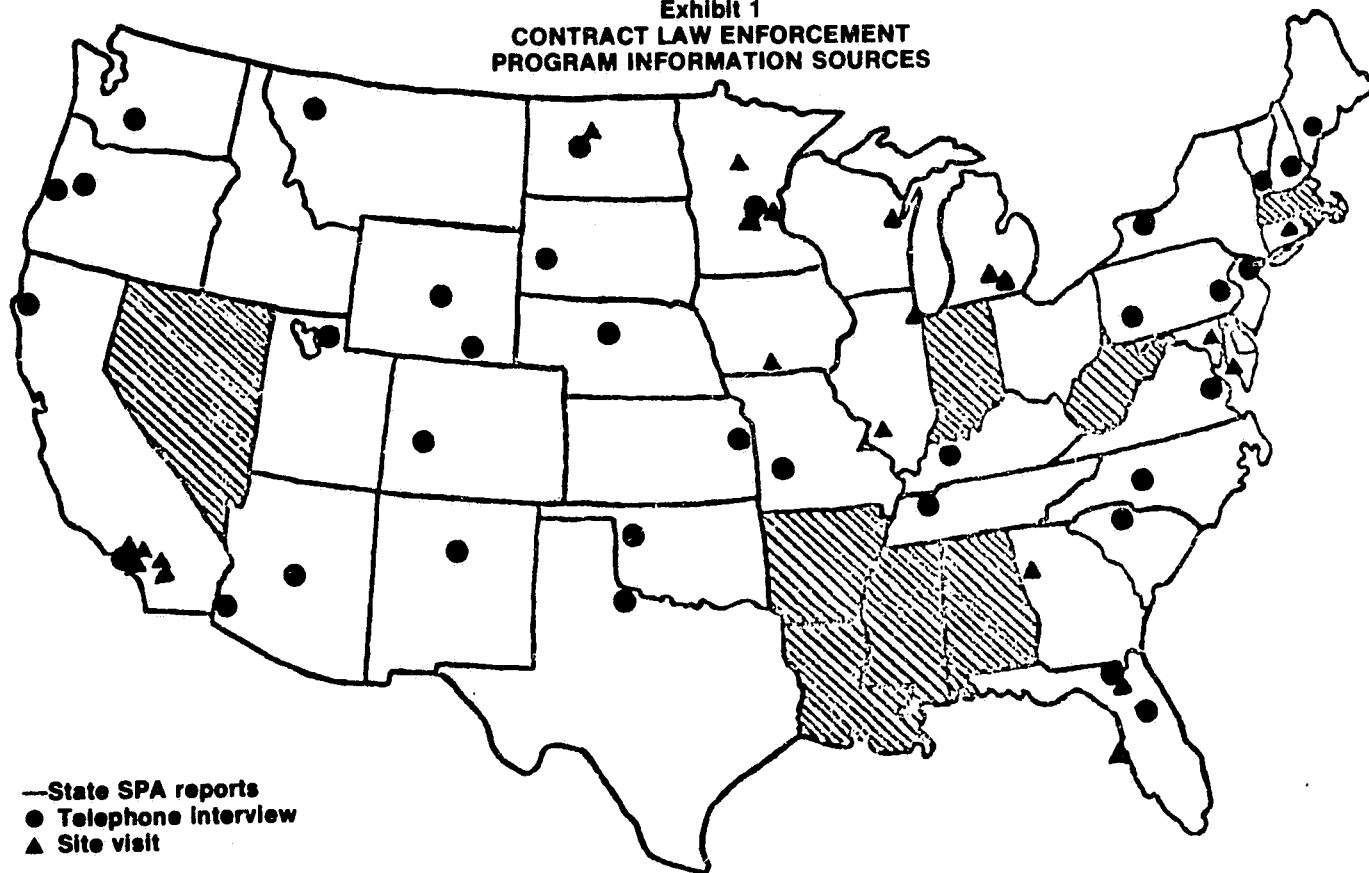
The patterns of contracting identified in this manual are based upon site visits and telephone interviews of the fifty-eight contract law enforcement programs listed in Contract Law Enforcement Programs Selected for Study, Table 1. Each state planning agency was contacted in order to identify those states that had contract law enforcement programs. Programs in thirty-seven states were selected for analysis. Forty-seven programs analyzed involved general service contracts, while eleven involved selective service programs. Contract Law Enforcement Program Information Sources, Exhibit 1, presents a general overview of this data collection process.

Table 1
CONTRACT LAW ENFORCEMENT PROGRAMS
SELECTED FOR STUDY

STATE	PRODUCER		CONTRACT SERVICES	PROGRAM START-UP	INFORMATION CONTACT
	AGENCY	LOCATION			
Arizona	Sheriff	Maricopa	General	1975	Telephone
	Sheriff	Yuma	General	1970	Telephone
California	City Police	Brea	General	1970	Site Visit
	Sheriff	Los Angeles	General	1954	Site Visit
	Sheriff	Orange	General	1961	Site Visit
	Sheriff	Riverside	General	1965	Site Visit
	Sheriff	San Bernardino	General	1970	Site Visit
	City Police	Bell	General	1974	Telephone
	Sheriff	Humboldt	General	1966	Telephone
Colorado	Sheriff	Gunnison	General	1974	Telephone
Connecticut	State Police	Connecticut	General	1948	Site Visit
Delaware	City Police	New Castle	General	1973	Telephone
Florida	Sheriff	Marion	General	1974	Site Visit
	Sheriff	Pinellas	General	1971	Site Visit
	Sheriff	Alachua	General	1969	Telephone
	Sheriff	Lake	Dispatch	1975	Telephone
Georgia	City Police	Atlanta	General	1952	Site Visit
Illinois	Sheriff	Cook	Investigation	1973	Site Visit
	Regional Comm	Salem	Major Cases	1975	Site Visit
Iowa	Sheriff	Decatur	General	1973	Site Visit
Kansas	Sheriff	Johnson	General	1972	Telephone
Kentucky	State Police	Kentucky	General	1971	Telephone
Maine	Sheriff	Cumberland	General	1974	Telephone
Maryland	Sheriff	Charles	General	1976	Site Visit
	State Police	Maryland	General	1974	Site Visit
Michigan	Sheriff	Ingham	General	1971	Site Visit
	Sheriff	Washtenaw	General	1973	Site Visit
Minnesota	Sheriff	Morrison	General	1974	Site Visit
	Sheriff	Ramsey	General	1960	Site Visit
	Sheriff	Washington	General	1971	Site Visit
	City Police	Roseville	General	1974	Telephone
Missouri	County Police	St. Louis	Dispatch	N/A	Site Visit
	Sheriff	Green	Dispatch	1965	Telephone
Montana	Sheriff	Teton	General	1973	Telephone
Nebraska	Regional Agency	Nebraska	Dispatch	1971	Telephone
New Hampshire	Sheriff	Rockingham	General	1975	Telephone
New Jersey	City Police	Closter	Dispatch	1960	Telephone
New Mexico	Sheriff	Santa Fe	General	1975	Telephone
New York	Public Safety	Monroe	Crime Lab	1971	Telephone
No Carolina	Sheriff	Rowan	General	1975	Telephone
No Dakota	Sheriff	Ward	General	1971	Site Visit
	Sheriff	McLean	General	1967	Telephone
Oklahoma	Sheriff	Dewey	General	1974	Telephone
Oregon	Sheriff	Lincoln	General	1972	Telephone
	Sheriff	Malheur	General	1969	Telephone
Pennsylvania	County Radio	Berks	Dispatch	1971	Telephone
	Radio Network	Blair	Dispatch	1972	Telephone
So. Carolina	Sheriff	Chester	General	1974	Telephone
So. Dakota	Sheriff	Pennington	General	1976	Telephone
Tennessee	Sheriff	Stewart	General	1973	Telephone
Texas	Sheriff	Hardeman	General	1971	Telephone
Utah	Sheriff	Webber	General	1972	Telephone
Vermont	Sheriff	Windham	General	1972	Telephone
Virginia	Sheriff	Lancaster	General	1974	Telephone
Washington	Sheriff	Yakima	General	1971	Telephone
Wisconsin	Sheriff-Traffic	Brown	General	1967	Site Visit
Wyoming	Sheriff	Albany	General	1974	Telephone
	Sheriff	Natroma	Security	1972	Telephone

Exhibit 1
CONTRACT LAW ENFORCEMENT
PROGRAM INFORMATION SOURCES

8



B. *Characteristics of Recipient Communities*

1. Contract services delivered to communities with populations ranging from only several hundred to tens of thousands

Contract law enforcement services have been delivered to communities with widely varying populations. Some recipient communities have only several hundred people, while others have populations numbering in the tens of thousands. The city of Norwalk in Los Angeles County, California, has a population of over 88,000 and is the nation's largest community receiving contract law enforcement services. Populations of Recipient Communities, Table 2, displays the populations of the general service contract communities examined in preparing this manual.

Table 2
POPULATIONS OF RECIPIENT COMMUNITIES¹

POPULATION RANGE	CONTRACTS	
	NUMBER	PERCENTAGE
0 - 5,000	77	67%
5,001 - 20,000	24	21%
20,001 - +	13	12%
TOTAL	114	100%

2. Most larger recipient communities located in Los Angeles County

Twenty-one percent of these recipient communities had populations between 5,001 and 20,000. Only 12 percent of the recipient communities had populations above 20,000 at the time they entered contract programs. Most of the larger recipient communities are located in Los Angeles County, California, where the county government has a long tradition of providing law enforcement services on a contract basis. Thirteen of the twenty-four recipient communities in the 5,001-20,000 range and nine of the thirteen recipient communities of over 20,000 are in Los Angeles County. In other areas of California and in other states, however, the vast majority of recipient communities have fewer than 5,000 citizens.

3. Very few recipient communities had local departments

Aside from the fact that most recipient communities are small, a second common characteristic of many of them is that they lacked local law enforcement departments prior to contracting. Recipient Community Law Enforcement Protection Prior to Contracting, Table 3, indicates that only a quarter of the ninety-nine recipient communities examined had established local departments before purchasing general contract services.

¹Recipient communities were categorized based upon their population when they entered the contract program. Data is for general service contracts only.

Table 3
RECIPIENT COMMUNITY LAW ENFORCEMENT
PROTECTION PRIOR TO CONTRACTING

RECIPIENT POPULATION	OWN POLICE	SHERIFF	STATE POLICE
0 - 5,000	21	37	
5,001 - 20,000	3	20	
20,000	-	16	2
TOTAL	24	73	2

4. Local department capabilities were limited

Of the twenty-four recipient communities that had local departments prior to contracting, twenty-one had populations of less than 5,000. Most of these small recipient communities had one or two untrained town constables or marshals who not only performed law enforcement duties but may have doubled also as town dog catcher and building inspector. These towns generally had to rely upon the county sheriff or the state police for after-the-fact assistance whenever a crime occurred. Of the twenty-three recipient communities in the 5,001 to 20,000 population range, only three had their own law enforcement department. The Signal Hill Department in Los Angeles County had seventeen officers and was the largest.

5. Most recipient communities received all law enforcement services from state or sheriffs' departments prior to contracting

Three quarters of the recipient communities received all their law enforcement services from either the state police or sheriffs' departments prior to contracting. Most of the larger recipient communities (over 5,000 population) were unincorporated areas served by the sheriff. When these communities incorporated, they chose to purchase services from their sheriff's department or other county law enforcement agency rather than attempt to organize a local department. In Los Angeles County, for example, thirty-one of thirty-three cities under contract were newly incorporated at the time they first purchased law enforcement services from the sheriff's department. For these cities, contracting meant they would continue to receive law enforcement services from a familiar source.

6. Contracting does not usually result in consolidation of departments already established

It appears that contracting has not prompted the consolidation of large numbers of local departments. Rather it is a means of service delivery that, in small recipient communities, has replaced limited and part-time town constables with a professional law enforcement presence. In larger recipient communities, contracting has presented newly incorporated municipalities with an alternative to organizing their own department. Past experience suggests that contracting will not result in the consolidation of departments that are established and are capable of delivering 24-hour-a-day patrol service.

C. Producer Agency Characteristics

1. Contract services delivered by producer agencies of all sizes

Contract law enforcement services have been delivered by producer agencies of all sizes. Size of Producer Agencies, Table 4, groups the various producer agencies according to their total number of personnel. One-half of the contract programs examined involved producer agencies of fewer than fifty personnel. Some of these agencies had only fifteen personnel. Contracting enabled these smaller producer agencies to deliver law enforcement services on a daily basis around-the-clock for the first time.

Table 4
SIZE OF PRODUCER AGENCIES

TOTAL NUMBER OF PERSONNEL	NUMBER OF AGENCIES
0 - 49	28
50 - 99	9
100 - 199	7
200 - +	12

2. Most general service contract programs are developed by sheriffs' departments

The most striking characteristic of general service contract law enforcement programs is that most are developed by sheriffs' departments. Types of Producer Agencies — General Service Contracts, Table 5, summarizes information that has been collected in several states about the types of producer agencies active in general service contract law enforcement programs.

Table 5
TYPES OF PRODUCER AGENCIES
GENERAL SERVICE CONTRACTS

DATA SOURCE	SHERIFF	CITY POLICE	STATE POLICE
NSA SURVEY	40	4	3
OREGON STUDY ¹	14	1	0
CALIFORNIA SURVEY ²	17	4	0
NORTH CAROLINA SPA ³	7	0	3
TOTAL	78	9	6

The NSA survey of forty-seven general service programs indicates that forty⁴ were performed at the county level, four by municipal police departments, and three by state police agencies. Other surveys of contracting in individual states also indicate that sheriffs' departments have been the primary producer agencies in general service contract law enforcement programs. A survey of communities under 5,000 by the Oregon League of Cities indicated that twenty-four towns were receiving contract law enforcement services. Of these towns,

all but one were served by a sheriff's department. In Oregon, fourteen of fifteen general service contract producer agencies were sheriffs' departments. A similar pattern was found by statewide surveys in California and North Carolina.

3. Why sheriffs and state police are predominant in contract law enforcement

There appear to be several reasons why sheriffs' departments and, to a lesser extent, state police agencies are predominant in the field of contract law enforcement.

- The state police often have jurisdictional authority in both the unincorporated and incorporated areas of the state. As a consequence they can perform law enforcement duties within towns and cities throughout the state.
- The sheriff is usually designated the chief law enforcement officer in the county and has the power to police both unincorporated and incorporated areas.
- The state police and the sheriff can police potential contract towns and cities without special legislation extending their jurisdictional powers to these communities. The law enforcement powers of town and city police departments, on the other hand, are usually limited to that jurisdiction.
- Because the sheriff and state police departments work throughout the county they have easy geographic access to all potential contract communities. City police departments' potential for contracting is reduced because a city is usually adjacent to or borders only a limited number of jurisdictions within a county.
- Some communities prefer to contract with a sheriff rather than a neighboring police department because they have some control over the sheriff's office through the electoral process. The sheriff is elected by all county voters, including those in incorporated contract communities, but the chief of police and the officials of a city are elected by and are exclusively accountable to only the residents of that particular city.
- Tax revenues are collected on a state and countywide basis. Because residents support state and county law enforcement activities through their taxes, these governments have often been willing to share the cost of the provision of contract services. This option is not open to a town or city police department since residents of a provider city are not willing to subsidize a program that serves another community.

The fact that county and state agencies enjoy many advantages in general service law enforcement contracting does not mean that municipal depart-

¹Bureau of Governmental Research and Service, *Contracting for Police Service in Oregon - Alternative Approaches: Survey and Case Studies*, University of Oregon, 1975.

²California Commission on Peace Officer Standards and Training, *Feasibility Study - Alternate Law Enforcement Systems - Modesto Urban Area*, Stanislaus County, California POST, 1973.

³North Carolina SPA Survey.

⁴Thirty-nine of these were performed by sheriffs while one was performed by a county police department. Table 1 lists these general service contracts.

ments do not have a role to play. This manual should encourage all potential contract recipients to examine the pros and cons of different types of producers. It should also explain to all possible producer agencies how successful contract programs have been and can be developed by county, state and municipal law enforcement departments.

Section 5

EXPECTATIONS OF CONTRACT PARTICIPANTS¹

A. *Why Expectations Are Important*

Any review of contract law enforcement should identify what participants expect from their contract program and to what degree those expectations are fulfilled. This analytical approach may identify issues and reach conclusions that are not obtainable through measures and concepts more commonly used to assess innovative law enforcement programs.

1. Contract law enforcement usually examined as part of debates about metropolitan government and the small department.

Usually, contract law enforcement is discussed and examined as part of two debates about the optimal structure of local government and the best way to produce and deliver law enforcement services. The first debate is about the relative merits of large-scale metropolitan government as opposed to the continuing existence of large numbers of smaller, independent jurisdictions. Much of the academic community and many reform groups tend to favor the development of metropolitan or centralized government, arguing that this would result in cost savings, improved service delivery, a more equitable tax base, and a reduction in interjurisdictional disputes. This view of public administration assumes that "fragmented jurisdictions" are unable to provide the needed level and quality of government services.

The second debate, which is closely related to but not necessarily part of the controversy about the merits of metropolitan forms of government, deals specifically with the production and delivery of law enforcement services. Here the prevailing view is that small (some say less than ten officers; others say less than fifty) law enforcement departments serving independent and often contiguous jurisdictions are ineffective, and should be consolidated into a single department that delivers services to all.

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, equipment, and costs. Generally, proponents of a single department serving multiple jurisdictions maintain that larger agencies have superior resources, eliminate duplication, and are more effective. Again, though it almost always is, this second debate about law enforcement services does not have to be part of the first debate about metropolitan government. It is quite possible to support a single law enforcement department delivering services to multiple jurisdictions and not support metropolitan government.

¹This section is drawn from University City Science Center, *A Judgemental Assessment of Contract Law Enforcement*.

2. Concept of economies of scale inadequate to fully describe or evaluate-contracting decisions.

Arguments supporting metropolitan or centralized government and the elimination of small local law enforcement departments are largely based upon one aspect of traditional industrial economies in which it has been shown that unit costs decline as output increases. 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 and theoretical. Though popular, they are inconclusive and do not appear to account for the full range of considerations which affect decisions to consider, enter, modify, or cancel a contract program.

3. Expectations of participants frequently determine success or failure of contract program.

The expectations of citizens, interest groups, local officials, law enforcement managers and their officers and staff are frequently the decisive factors determining the success or failure of any contract program. These expectations are complex, varied, and often involve concerns that are extraneous to law enforcement protection *per se*. The following discussion is an inventory of what people want — as evaluated and reported by them — what they get from contract law enforcement. Although this inventory is believed to be accurate, it was developed from information and materials obtained primarily from producer agencies and provider and recipient governments committed to contract law enforcement. Their comments and conclusions, therefore, must be viewed with some caution and the results of their contract law enforcement programs may not be reproducible everywhere.

B. Recipient Expectations

1. Citizens

The expectations of the populations of contract service areas are similar to most citizen concerns about local law enforcement. Even when not victimized or acquainted with a victim, citizens commonly react to crime rates, wanting the number of reported crimes to be low or to increase only slowly. Individual satisfaction with services is also desired. Finally, many citizens want to think that, under certain circumstances, they would have ready access to local law enforcement managers, at least at the station or substation level.

As Expectations of Recipient Community Citizens, Exhibit 2, indicates, citizens who have been exposed to contract law enforcement generally believe that their expectations are being met. This does not mean that contracting is uniquely effective from the standpoint of citizen satisfactions, for the expectations of most citizens could probably be realized through a local department, but it does demonstrate that contract law enforcement can be fully responsive to the wants of the recipient community served.

EXHIBIT 2
EXPECTATIONS OF
RECIPIENT COMMUNITY CITIZENS

EXPECTATIONS	DEGREE OF FULFILLMENT
Low or slowly increasing crime rates.	Criminal activity in the contract service areas reviewed is reported to be equal or below that of similar communities located nearby with their own departments.
Access to producer agency managers.	Citizens seldom complain about the range of services provided under the contract; based on this it seems reasonable to conclude that citizens are satisfied with services.
Satisfaction with range and performance of services offered.	Lack of citizen complaints may also show that citizen access to managers of the producer agency is adequate.

2. Community leaders

Community leaders in contract law enforcement service areas are generally concerned that contracting will provide a sense of security at a relatively low cost. Their expectations were most frequently expressed in terms of continuing or modestly upgrading the law enforcement services received prior to the contract while avoiding new tax levies that might be necessary to fund the expense of establishing a local department. This is especially true when incorporation is proposed; for this implies immediately that the personnel and equipment assigned by the state police or sheriff are to be removed, because incorporated areas traditionally provide their own law enforcement services. It is common for community leaders to support incorporation with the condition that a contract be signed with the department currently providing law enforcement protection.

Expectations of Recipient Community Leaders, Exhibit 3, indicates that business representatives, civic organizations, and local political groups are pleased with the results of contracting. Contract law enforcement appears to be a significantly less expensive alternative to a local department. Though the services received under the terms of a contract may not always be the same as those provided by a local department, especially small departments which tend to become involved in a wide variety of local government "housekeeping" activities not related to law enforcement, this difference does not seem to trouble community leaders, whose priorities are oriented elsewhere.

EXHIBIT 3
EXPECTATIONS OF RECIPIENT
COMMUNITY LEADERS

EXPECTATIONS	DEGREE OF FULFILLMENT
A sense of security concerning person and property maintained without or only minimal tax increases.	Most cost comparisons between the manpower and equipment available through contracting as opposed to organizing a local department indicate that contract programs are from 100% to 200% less expensive. But these estimates usually compare resources, not services. Smaller local departments often perform tasks such as truant warden or building inspection. Producer agencies often refuse to do this, arguing that their resources are best spent on crime fighting and peace keeping.

3. Local elected officials

Many of the expectations of local officials, that is, elected legislators and executives and their principal appointees, seem to be uniquely tailored to be realized best through contract law enforcement. Officials of the recipient government desire administrative convenience, relief from policy and budget process pressures, and immediate access to producer agency managers, and these expectations are thought by many to be more readily fulfilled by a contract program than by a local police department.

A contract program can minimize administration difficulties and frustrations. Negotiating with law enforcement labor unions, job-actions or walk-outs, personnel and payroll records, and hiring and training are all problems that local officials can avoid through contracting. If necessary, citizen complaints about performance and service can be directed to provider government administrators or producer agency managers. In sum, local officials do not have to worry about running a police department.

Relief from policy and budget process pressures is analogous to administrative convenience. Under the terms of most contracts, overall law enforcement policy becomes the responsibility of the producer agency. Basic questions concern levels and types of services and costs of contract negotiations. By using the technique of "minimum levels" of service which are defined in the contract and accounted for through consultations with the producer agency, some local officials believe they can leave the planning and direction of law enforcement to the producer agency and concentrate their efforts on other community problems.

Local officials do not have to explain or review budgets for contract law enforcement services to the extent that local departmental budgets might have to be. Because only a single budget proposal from the producer agency has to be considered, items such as salaries, personnel practices, number of employ-

ees, and employee benefits do not have to be justified by local officials on a line-by-line basis. These items also can vary widely from those of the recipient government without exciting controversy. If the cost is affordable and the service level appears to be sufficient, agreeing to the budget proposal is often viewed by local officials as a pro forma decision.

Finally, immediate access to producer agency managers is desired on an on-going basis. Many local officials want to treat a designated representative of the producer agency as their "Chief of Police," expecting that certain problems of special concern to them will be quickly addressed.

In conclusion, local officials often perceive that a contract program can give them the services they need at a cost they can meet with few of the problems associated with running a law enforcement agency. Expectations of Recipient Government Officials, Exhibit 4, outlines the reasons why many of these officials have become strong supporters of contract law enforcement.

**EXHIBIT 4
EXPECTATIONS OF RECIPIENT
GOVERNMENT OFFICIALS**

EXPECTATIONS	DEGREE OF FULFILLMENT
Affordable costs	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 cost. Some recipient governments were fiscally able to afford the full costs of all contract services which the provider agency estimated would be required. Other times original service estimates were lowered by producers to levels which the recipients could afford. In a number of contract programs it appears that the total costs of contract services are not charged. Finally, a number of the contract programs studied received federal grants.
Administrative convenience and relief from policy and budget process pressures	Generally, local officials are well satisfied that contracting frees them from administrative, policy, and budget burdens. Often, local officials involved in contract programs indicate that they don't have the time or expertise required to establish and oversee a local department. For them, contract law enforcement is a very attractive alternative.

<p>"Minimum levels" of service which are defined and accounted for</p>	<p>In the contracts reviewed, minimum levels of service were carefully stipulated in a variety of ways, including hours-of-patrol and investigation to be provided and the duties and responsibilities of the producer agency officers assigned to the contract service area.</p>
<p>Immediate access to producer agency managers</p>	<p>In all contracts studied, producer agencies were always willing to provide personal liaison through the top command levels to local officials. In many programs, the producer agency assigned an officer or manager to work regularly with the recipient government.</p>

4. Recipient departments

Local law enforcement departments frequently enter into selective service contracts with the hope of either gaining access to a new resource or capability, thus improving the effectiveness of their field operations, or of obtaining the same benefits as currently provided by in-house capabilities but at a lower cost. Expectations of Recipient Departments, Exhibit 5, shows to what degree these hopes are fulfilled:

EXHIBIT 5 EXPECTATIONS OF RECIPIENT DEPARTMENTS

EXPECTATION	DEGREE OF FULFILLMENT
<p>Lower cost and improved effectiveness</p>	<p>Selective service contracts did seem to result in lower costs or improved effectiveness when compared to alternative independent programs.</p>

C. Provider Expectations

Evidently, some local officials of the provider government assume that the total costs of delivering law enforcement services under contract may be less than the revenue received. More frequently, local officials think that contracting can be used by the provider government as an inducement to tap new sources of revenue, thus reducing or delaying the need for general tax increases to underwrite the expansion of its law enforcement assets. Somewhat related to this expectation is the belief, held by a number of local officials interviewed, that successful contract law enforcement programs between a single producer agency and several recipient governments could be a positive step toward areawide planning and management in law enforcement in particular and in the production and delivery of other public services in general. Thus, for many provider government officials, contract law enforcement appears to be an attractive means of increasing fiscal and governmental capabilities.

In most contract programs it is difficult to determine exactly to what degree services and associated payments are balanced. There is no evidence, however, to support the assumption that contract law enforcement is a profit-making activity. Though revenues may equal costs in some programs, in many others the responsible local officials do not attempt to recover the total costs to the provider government of making law enforcement services available under contract. Frequently, the delivery of contract law enforcement services is knowingly subsidized in return for payments from the recipient government that cover only a part — though usually a substantial part — of total delivery costs. As the payments received must be spent to obtain the additional manpower and equipment necessary to deliver the services required under the terms of the contract, the "bottom line" cost benefits accruing to the provider government are largely in the nature of increased influence and visibility and such economies of scale in law enforcement that may be possible to achieve through a larger, more active producer agency.

Insofar as law enforcement is concerned, contracting does appear to eliminate "night watchman" departments, but as previously explained (see page 10 of this manual), contracting does not normally result in the consolidation of departments having a twenty-four hour patrol capability. When given a choice, however, newly incorporated municipalities frequently prefer to contract for law enforcement services rather than establish a local department. It is possible that contract law enforcement — by the power of example — can promote a favorable climate for the development of areawide public services overall, but it is difficult to determine clearly the dimensions of whatever impact, if any, contracting may have in this direction. Expectations of Provider Government Officials, Exhibit 6, matches the expectations and results of contracting as perceived by the officials of the provider government.

**EXHIBIT 6
EXPECTATIONS OF
PROVIDER GOVERNMENT OFFICIALS**

EXPECTATIONS	DEGREE OF FULFILLMENT
New revenues	It does not appear that net revenues are being obtained from contract law enforcement programs, although there may be new sources of revenue to pay for a large portion of program costs.
Growth of areawide planning and management	Contract law enforcement may consolidate marginal departments but it does not usually affect viable departments providing patrol services around the clock. Perhaps the most important impact of contract law enforcement from this standpoint lies in its prevention of a further fragmentation in local law enforcement. To what degree contract law enforcement contributes to the growth of areawide planning and management for other public services is problematic.

D. Producer Expectations

Producer agency managers appear to view contracting as a way, first, to deliver services on an areawide basis and, second, to assume or maintain a major role in county or state law enforcement. In this respect their expectations, though expressed in professional terms and from the standpoint of departmental effectiveness and influence, closely parallel those of provider government officials.

Producer agency managers usually have, or quickly gain, a realistic appreciation of the limitations of contracting as an active tool for structural consolida-

tion. In fact, many will not consider negotiating general service contracts with communities that have a department of any size in being. But they do believe that contracting supports the development of a superior resource base, thus providing increased "can do" status and policy leverage throughout the local government and law enforcement communities, and, further, that contract law enforcement can be used as a means by which they can strengthen popular support for their department and its activities.

The formal contract process is thought to offer producer agency managers opportunities to provide information on the capabilities of their departments and the services they can deliver. Contract law enforcement can be explained to the citizens, community leaders, and local officials of potential contract service areas as providing an areawide resource.

Consistent with this expectation is the opinion found in some producer agencies that contract programs are the only way to assure a future departmental role in law enforcement. As areas incorporate, the demand diminishes for many services from sheriffs' departments and state police agencies. These agencies can adjust to this decline in demand in a number of different ways: redirect released resources to other service and program areas, reduce the size of the department, 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 county and state law enforcement agencies are under the constant fiscal and performance review of their parent governments — which are constantly looking for opportunities to reduce costs. Therefore, managers in agencies which serve unincorporated areas must find ways to counter the effects of incorporation if they intend to have a strong role in areawide enforcement.

The first option concerning the use of resources displaced through incorporation — to redirect them to other service and program areas — may be limited, because the agency's fiscal authority may decide that its performance is already adequate. Rather than allow a sheriff to strengthen his patrol operations or to reassign personnel to special programs such as narcotics or traffic enforcement, the county may attempt to reduce the sheriff's budget.

The second option — to reduce resources through lay-offs and attrition — is generally not acceptable to law enforcement managers who want to maintain a strong department. Few managers were found who desired to reduce their law enforcement capabilities as cities incorporate.

The third option — to contract out available resources to incorporated areas — appears to many to be the most viable for maintaining an adequate resource base for effective law enforcement. In many ways, contracting is the only way for some agencies to maintain a full service capability.

Finally, 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, once again, that the costs which need to be covered may be less than the costs of providing the services.

Expectations of Producer Agency Managers, Exhibit 7, summarizes contract law enforcement from the perspectives of the sheriffs, state police superintendents, and chiefs of police who have developed and administered successful contract programs.

**EXHIBIT 7
EXPECTATIONS OF
PRODUCER AGENCY MANAGERS**

EXPECTATIONS	DEGREE OF FULFILLMENT
Development of superior personnel and technical resource base	The hiring of additional personnel and purchasing of new equipment with contract revenues have contributed to the accumulation of resources needed to expand overall department capabilities.
Growth of areawide policies and programs sponsored by the producer agency	Producer agencies operating successful general service contract programs appear to be taking a leadership role in law enforcement throughout their jurisdictions.
Assurance of future role in law enforcement	Many producer agencies have staked-out new justifications for their continuing existence.
Recovery of certain contract costs	A portion of the expenses incurred in delivering contract services is recovered.

2. Producer agency officers and staff

Many of the expectations of producer agency officers and staff are derived from those of their managers. Contract operations are believed to provide new opportunities for professional growth and career advancement. The range of law enforcement work and possibilities for specialization are thought to be greater in large departments than in small ones. Also, compensation, working conditions, and job satisfaction are thought to be superior in a larger department. Further, employment is believed to be more stable.

Expectations of Producer Agency Officers and Staff, Exhibit 8, outlines these beliefs and presents one significant qualification to their real world validity.

EXHIBIT 8 EXPECTATIONS OF PRODUCER AGENCY OFFICERS AND STAFF

EXPECTATIONS	DEGREE OF FULFILLMENT
New opportunities for professional growth and career advancement	These expectations are primarily based upon the assumptions that a larger department has more to offer to its employees than a smaller department. In many instances this may be true, and to the extent that contracting promotes an increase in producer agency size, these expectations are realized in varying degrees. However, these increases in size must be both significant and lasting — and producer agency personnel are uniquely vulnerable to the impacts of contract terminations.

Section 6

SELECTED CASE STUDIES

The case studies presented in the following exhibits have been selected and digested to provide an overview of contract program design and development in the field. These programs are not presented as universal models, rather they are examples of how particular needs can be met by particular programs.

EXHIBIT 9

BREA POLICE DEPARTMENT CITY OF YORBA LINDA, CALIFORNIA

Located in northwest Orange County in southern California, the city of Brea occupies approximately eleven square miles of territory and has a population of 23,000. About half of Brea's fifty-two man police department can be attributed to the city's contract with the adjacent city of Yorba Linda.

Incorporated in 1967, the city of Yorba Linda has a population of 22,000 living in seven square miles of territory.

WHY CONTRACTING WAS SELECTED

Upon incorporation, the city of Yorba Linda entered into a general service contract with the Orange County Sheriff's Department. By 1969, however, they became dissatisfied with the level of service provided and the cost of their contract with the sheriff's department, and began to solicit bids from other potential delivery agencies.

Although some citizens wanted to establish a city police department, this was never seriously considered as an alternative to contracting. In 1970, three proposals were received from the cities of Brea, Anaheim, and the Orange County Sheriff's Department. Brea's proposal was selected. The others were rejected primarily because of high costs for the proposed level of service and the fact that neither the Anaheim Police Department nor the Orange County Sheriff's Department had police facilities conveniently located to the city of Yorba Linda's citizens.

The city of Brea saw the implementation of a contract program as an opportunity to increase dramatically its police department's size and effectiveness. The additional revenues and personnel were seen as allowing a greater degree of specialization and an increase in backup capabilities. Also, it was anticipated that the department would accrue benefits associated with experimentation and could expand its local sphere of influence.

PLANNING

The overall responsibility for planning the Brea/Yorba Linda contract was assigned to the Brea chief of police with substantial input provided by the city managers of both cities. Emphasis during the planning process centered around resource acquisition and integrating Yorba Linda into the field operations of the Brea Police Department. Toward this latter objective, it was decided that both cities would be treated as single entity for law enforcement purposes with overlapping beats and radio cars simply identified as police, with no city designation.

No formal measurable goals were established for the program.

SERVICES PROVIDED AND FINANCING

As a result of the contract, the city of Yorba Linda receives a full range of law enforcement services from the Brea Police Department. To supplement its general services, in June of 1971 the city of Yorba Linda contracted for an additional sergeant, who was assigned as a full-time liaison officer. Working out of the Yorba Linda city hall, the liaison sergeant investigates complaints against the police, attends Yorba Linda staff and city council meetings, and generally relays the city's needs to the police department.

From its general fund revenues, Yorba Linda pays approximately forty percent of the Brea Police Department's budget. This is based on an estimation of usage of the total resources of the department, minus certain administrative costs which, it is said, would continue to exist for Brea regardless of whether or not the contract was maintained.

PRODUCER AGENCY/RECIPIENT JURISDICTION INTERFACT

The liaison sergeant serves as the linking pin between the two cities, meeting daily with the Yorba Linda city manager and upon request with the local citizens, and bringing their thoughts back to the city of Brea. Aside from the liaison sergeant, the contract relationship itself is the best insurance for Yorba Linda that the city of Brea and its police department will be responsive to their needs. Dissatisfaction leading to the termination of the contract would result in massive cutbacks within the police department. The departmental administration is very much aware of this and had made a concerted effort to ensure that the department's employees know just how important their performance is.

EVALUATION

Brea city officials are satisfied that their contract program has increased the overall capability, both in size and quality, of their police department. They do, however, fear the viability of Yorba Linda's exit option and their demonstrated willingness to use it.

The existence of multiple police agencies, willing to provide services under contract, has provided Yorba Linda with an excellent bargaining leverage. As they have done in 1969 and 1970, Yorba Linda again sought and received bids for contracts in 1975 and 1976 from the city of Anaheim and the Orange County Sheriff's Department. Having learned from their past mistakes, the bids of these two competitors presented a serious challenge to Brea's contract. The fact that the Brea Police Department was "a known factor" was the main obstacle that prevented Yorba Linda from accepting one of the other bids, which was actually less costly than the Brea proposal.

Continued competition may eventually force Brea to either subsidize the Yorba Linda contract or face a contract termination.

EXHIBIT 10
DECATUR COUNTY SHERIFF'S DEPARTMENT, IOWA
DECATUR COUNTY PUBLIC SAFETY COMMISSION

Located on the Missouri border approximately sixty-five miles south of Des Moines, Decatur County, Iowa, is an agricultural center with a population of 9,737 and 530 square miles of territory. All unincorporated territory and all of the county's ten incorporated municipalities are policed by the county sheriff's department through its contract with the Decatur County Public Safety Commission (DCPSC), which was implemented on July 1, 1973.

The DCPSC is a voluntary association of the incorporated cities and towns and the county of Decatur, and serves as a "nucleus" of Decatur County's countywide contract program. The commission is a legal, nonprofit entity with all governmental powers including (as of July 1, 1976) the power to tax. A seven member board of commissioners governs the activities of the board. Membership is representative, based on population, and includes one member of the county board of supervisors, one representative of the rural farmers, two representatives each from the large towns of Leon and Lamoni, and one representative for the county's eight small towns.

WHY CONTRACTING WAS SELECTED

Prior to the initiation of the Decatur County countywide law enforcement program, law enforcement services in the county were delivered by the two-man sheriff's department and the police departments of the cities of Leon and Lamoni, which together had three full-time and three part-time policemen. The mayor of one of these two towns characterized Decatur County's law enforcement system as a nonsystem. He said, "We were simply losing ground in the law enforcement battle due to inefficiency caused by a lack of training, a lack of manpower, and a lack of centralized communications."

Initially, consideration was given to the possibility of individual general service contracts between the cities of Leon and Lamoni and the sheriff's department. But an evaluation led to the conclusion that even by combining resources a twenty-four hour capability could not be achieved. Additionally, this alternative would have done nothing to resolve the plight of the remainder of the county's small towns and rural farmers.

Determined to solve the problem, the sheriff began to think in terms of countywide unified law enforcement — anything less appeared unworkable. He sought and received the support and encouragement of various community leaders, and then presented his idea to a private consulting firm, which is retained by the South Iowa Area Crime Commission to transpose ideas into viable working plans. This "unified concept" was seen as the only logical solution to delivering law enforcement in Decatur County because of its low assessed property valuation and low level of population.

PLANNING

An initial proposal, which included a financing formula, was presented to each town council. Because of the many participants involved, it was determined that a special forum would be required to coordinate planning and en-

sure representative participation from each member entity. Thus, the DCPSC was formed.

The overall responsibility for coordinating the planning process was that of the sheriff. The DCPSC, as outlined within its charter, coordinated grant requests, sought expert advice, evaluated crime patterns, and set standards of service regarding quality and quantity.

Because the system represented such a radical departure from the norm, some major planning obstacles had to be faced and overcome. These included:

- Simply working together within an alien forum.
- Expanding the sheriff's department by 650 percent. (two to thirteen personnel)
 - assimilating, hiring, and training personnel
 - pooling or purchasing equipment
- Learning grantsmanship.
- Designing an equitable system of determining costing and staffing.

In effect, the planning process necessitated the construction of an entirely new law enforcement agency.

Formal goals for the program were outlined as a result of the planning process and dealt with attaining a department with fully trained, full-time officers, a twenty-four hour patrol capability, a twenty-four hour communications capability, and a consolidated records system.

SERVICES PROVIDED AND FINANCING

As a result of the contract, all citizens of the county receive a full range of law enforcement services from the sheriff's department. The level of service provided to each area is determined by four factors which include area, population, financial input, and need. The flexibility of a countywide system allows the department to adjust patrol beats and hours of deployment to areas of high activity or special need. The basic level of service deployment, however, is determined by the first three factors.

During the first three years of the contract, the program was subsidized by federal and state grants. Match monies were assessed to each participant and taken from their general fund revenues, based on their percentage of usage of the program's resources. On July 1, 1976, grant monies ran out. Continued participation in the program was unanimously approved by the member entities, who now can levy additional taxes to support the program as a result of the passage of Iowa State Senate File Number 1210, which was designed for the use of the DCPSC and similar programs designed in its image.

PRODUCER AGENCY/RECIPIENT JURISDICTION INTERFACE

After implementation of the program, the DCPSC was retained as a sounding board for individual and common problems, and as a control mechanism for the finances of the program. Since the county, the cities, and the citizenry, through the DCPSC, are such an integral part of the countrywide unified law enforcement concept, it is unanimously agreed by all participants that the sheriff's department is extremely responsive to all interests within the county.

EVALUATION

The continued support of the Decatur County countywide contract program indicates that so far the participants are well satisfied with the efforts of the sheriff's department. Further, since its inception, four other Iowa counties (Ida, Louisa, Taylor, and Osceola) have implemented similar programs modeled after that in Decatur County, and Des Moines is in the planning stages of such a program at this time.

EXHIBIT 11
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CITY OF RANCHO PALOS VERDES, CALIFORNIA

Los Angeles County, California, has a population in excess of 7,000,000 people and a land area of 4,083 square miles. Of the county's seventy-eight incorporated cities, twenty-nine are policed by the Los Angeles County Sheriff's Department under general service contracts.

The county's newest incorporated city, and the sheriff's department's newest contract, is the City of Rancho Palos Verdes, which incorporated in September of 1973. With a population of 40,000 and a land area of 12.3 square miles, this upper middle class bedroom community is governed by a council-manager form of government.

WHY CONTRACTING WAS SELECTED

Prior to incorporation, the Rancho Palos Verdes Incorporation Committee sought to determine the best of several alternatives in providing law enforcement services to their community. Their evaluation, which was designed to select the most economical and efficient of the possible alternatives, was based on two independently produced feasibility studies, self-generated information, and an examination of existing law enforcement contracts with the Los Angeles County Sheriff's Department.

The alternatives to contracting with the sheriff's department examined by the Rancho Palos Verdes Incorporation Committee included.

ALTERNATIVE

WHY REJECTED

- | | |
|---|---|
| ● Contract with adjacent city | City showed no interest in delivering contract services. |
| ● Establishment of a five city regional police department | Political incompatibility of cities which made the development of equitable staffing and costing formulas and an accountability plan impossible. |
| ● Formation of a public safety department (police-fire) | Long range costs too great, expertise problems (too small to develop experts comparable to larger agency), city wanted to avoid administrative and bureaucratic problems (labor problems, etc.) associated with running its own agency. |

The decision to opt for a general service contract with the Los Angeles County Sheriff's Department was based on the following:

- The sheriff and his department had demonstrated a desire and ability to be responsive to the city's needs.
- The reserve capabilities of the sheriff's department (both in numbers and specialized services).

- Flexible costing (ability to purchase partial service units).
- Shared resources resulting in economies of scale, efficiency of delivery, and avoidance of start-up costs.
- Uniformity of enforcement effort.
- Freedom from the administrative problems of handling a city police department.

PLANNING

The formal planning process for the Rancho Palos Verdes law enforcement contract involved active participation by representatives of all participant agencies, with the commander of the local sheriff's station assuming responsibility for the overall coordination of the planning. Assisting the city's incorporation committee was a five member public safety commission, made up of professional people selected from the community.

Formal goals for the program were outlined and concentrated on achieving a measurable reduction in response time, traffic accidents, and burglaries, and increasing community identification with the sheriff's department as the city's police department.

SERVICES PROVIDED AND FINANCING

As a result of their contract with the Los Angeles County Sheriff's Department, the city of Rancho Palos Verdes receives a package of general law enforcement services including field patrol, traffic control, investigation, jail, custody, prisoner transportation, crime lab, records, communications, planning and research, personnel management, public information, maintenance and equipment, and special events coverage. To supplement this coverage, the city also has purchased a community relations officer, a "Student and the Law" instructor (high school) and coverage from a special burglary apprehension team. These additional services have been purchased to meet the unique needs of the community.

The services provided are paid for by the city through its general fund. To partially offset the cost, Rancho Palos Verdes, like all other California cities, is rebated eighty-nine percent of all fines generated from incidents occurring within its corporate limits. No grant funds are used to support the contract.

PRODUCER AGENCY/RECIPIENT JURISDICTION INTERFACE

There is a great deal of effort to be responsive to the needs of both the city government and its citizenry by the sheriff's department. Through a system of continual communication, which includes daily contacts between the sheriff's station commander and the city manager, formal budget and planning sessions, weekly activity reports to the city council, and monthly meetings with the city's public safety commission, the sheriff's department tries to be responsive to the needs of the city government.

They also ensure their responsiveness to the local citizenry through the utilization of an open door policy for complaints or inquiries, meeting with various interest groups, active use of the local press, the establishment of strong student and the law and community relations programs, availability at all city council meetings, and a continual intra-organizational reinforcement of their commitment to the success of the contract program. Additionally, to assure community identification with the sheriff's department as their police

department, the sheriff's department has adopted a nonrotation policy for contract personnel, encourages station tours and ride-alongs, and displays the city name on the radio cars.

EVALUATION

In evaluating Rancho Palos Verdes' law enforcement contract, their city manager said, "We have all of the benefits of a city system without the liabilities. Contracting . . .

- is flexible,
 - permits open communications,
 - is nonpolitical,
 - allows us to avoid the labor problems of having a city police department, and
 - provides us with an exceptional back-up capability of resources to meet emergencies and specialized needs."
-

EXHIBIT 12
MARYLAND STATE POLICE
CARROLL COUNTY, MARYLAND

The Maryland State Police has both statewide traffic and general law enforcement authority. Of its standing complement of 1,445 sworn and 509 civilian personnel, some thirty-four troopers and one investigator are currently assigned to the organization's "local division" which is its resident trooper program.

Located near Baltimore, Carroll County has escaped the pattern of suburban sprawl characteristic of most metropolitan areas. With a population of approximately 80,000 people, eighty-six percent of the county's 458 square miles of territory is classified as "open rural."

WHY CONTRACTING WAS SELECTED

Pressed by citizens' complaints about inadequate levels of law enforcement service delivery and rising crime, the Carroll County government in September of 1972 asked the Maryland State Police to evaluate the county's law enforcement needs and make recommendations for the fulfillment of those needs. *A Study of Police Services in Carroll County Maryland*, completed in July 1973, found a significant shortfall in law enforcement manpower available to Carroll County and suggested three alternative solutions designed to eliminate the problem. These recommended alternatives included: (1) establishment of a county police department, (2) increasing the personnel of the county sheriff's department, and (3) contracting with the state police for law enforcement personnel above and beyond that which they were already being provided through their existing law enforcement delivery agencies.

The proposals to establish a county police department or expand the county sheriff's department were rejected because the county government felt that:

- long-range costs and capital investments would be prohibitive,
- extended lead times for implementation would be required,
- these choices offered a certainty of increased administrative burdens for the county government, and
- the county government was too inexperienced in law enforcement management to undertake such ventures.

The Carroll County commissioners were determined not to become involved in managing law enforcement. They saw the state's resident trooper program as providing them with a quick, simple, and convenient way to obtain highly qualified and expertly administered law enforcement manpower at an attractive cost made possible by state subsidization. The existence of an exit option, if the contract were to prove unsatisfactory, was also seen as persuasive. Based on these considerations, the county government initiated contract negotiations with the state police.

PLANNING

The Maryland State Police took the overall initiative in planning Carroll County's resident trooper program. They approved the program largely as a straightforward addition to their existing organizational structure. Insofar as the Carroll County government was concerned, it had chosen contracting precisely because it intended to avoid involvement in law enforcement manage-

ment. Consequently, pre-implementation planning was limited and informal, consisting of meetings between the state police program coordinator and Carroll County governmental and administrative representatives.

In actuality, much of the planning framework was completed in 1971 when the Maryland State Police produced a staff study entitled *Resident Trooper Program*. This document which recommended the establishment of such a program was based on an examination of several operational contract programs including those of the Connecticut State Police and the Royal Canadian Mounted Police.

SERVICES PROVIDED AND FINANCING

Since the implementation of Carroll County's resident trooper program in 1974, fully one-third of all state police assigned to the county are resident troopers. Basically, the resident trooper program is characterized as a program of "distinction without difference." On the face of it this is a fair characterization as the resident troopers are assigned to and work within the administrative framework of the local state police barracks.

A distinction does arise in the area of service provided by the resident trooper vs the barrack trooper. Although both deliver a full range of general law enforcement services, resident troopers de-emphasize traffic control and stress community services and crime prevention.

Maryland state law provides that the state will pay twenty-five percent of the total dollar cost of maintaining a resident trooper program with seventy-five percent being borne by the recipient.

PRODUCER AGENCY/RECIPIENT JURISDICTION INTERFACE

Carroll County's resident trooper program includes a resident trooper sergeant. In addition to his supervisory responsibilities, he meets monthly with the Carroll County commissioners and reports on the activities of resident troopers within the county and seeks input regarding matters of current concern to the county. Additionally quarterly meetings are held between county officials, mayors and the local barrack commander and other representatives of the state police.

EVALUATION

The Maryland State Police resident trooper program appears to be working well. Although still in a "honeymoon" phase, the program appears to be likely to expand, especially in light of its out front subsidization by the state which is an undeniably attractive feature for potential buyers.

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CHAPTER II

Essential Considerations In Delivering Contract Law Enforcement Services

Law enforcement managers contracting for the first time soon discover that there isn't any "black magic" to the delivery of contract services, and that the application of familiar law enforcement techniques and proven expertise can be relied upon to result in effective contract field operations. But they also quickly discover that delivering services within the context of a negotiated agreement to a new contract service area often requires special attention to perspectives, potentials, and problems that are seldom encountered to the same degree or in the same form when conducting law enforcement within a more traditional framework. An informed understanding of these considerations is essential to developing a successful contract program.

Section 1 PLANNING SERVICE DELIVERY

A. Legal Authorization

1. Grants of authority vary

A unit of local government usually is limited to contracts authorized expressly by state legislative acts or constitutional provisions, or as may be necessarily implied from such an express authorization. For more than fifty years, state legislatures have been providing broader and more general grants of contracting authority to their political subdivisions. Today, contracting for law enforcement services is permitted in almost every state. Still, grants of authority vary, and not all state legislation is equally broad either as to the types of services that may be contracted for or the units of government permitted to contract. Occasionally questions arise regarding the impact of home rule grants upon the authority to contract, the scope of contracting authorizations, and the relationship between general and specific grants of contracting authority.

2. Other provisions of the state statutes may bear upon program design

If a legal basis for contract law enforcement exists at the state level, other provisions of the state statutes may bear upon the design of contract programs. Important considerations governed by state legislation can include:

- Essential program elements such as costing and finance.
- Mandatory provisions of the contract; procedures for filing, approval, and similar legal matters.

- Ordinance enforcement and discretion to cite an offender into either municipal or state court.
- Commissioning officers of one jurisdiction to exercise authority in another jurisdiction.
- Employee rights to transfer to the governmental unit that has assumed the function they performed prior to a new service agreement.
- Governmental immunities for the torts of law enforcement officers.

3. County and municipal legislation also impact programs.

In addition to state legislation, county and municipal charters, ordinances, and the like also impact the feasibility and development of contract law enforcement programs.

4. Consult state, county, or municipal legal officers

For these reasons, the law enforcement administrator interested in contract law enforcement should consult state, county, or municipal legal officers for up-to-date information upon the status of contracting in his state and political subdivision. The widespread growth of contract law enforcement demonstrates that a satisfactory legal basis generally exists, but it is important to obtain a sound working knowledge of relevant legal requirements.

B. *Service Areas*

1. Basic information should be allocated and processed

Service areas can range from the corporate entities of governmental units to bodies of water, parks and forests and other topographic features. The boundaries of the service area must be precisely determined to fix the jurisdictional limits of local enforcement authority that may be delegated by the recipient government and to define the geographic basis for estimating service requirements and planning service delivery. Basic information should be collected and processed to assess crime rates and patterns and the frequency and distribution of calls for service. Specific enforcement hazards, patrol barriers, patterns of use, and other characteristics of the service area that are important to field operations should also be surveyed and evaluated.

2. How this data can be obtained

Law enforcement departments having general jurisdiction and delivering services on a state or countywide basis usually have this information readily at hand as a result of normal field operations. Officers of municipal departments often live in neighboring towns or cities and are familiar with conditions there. In the rare instance where the producer agency has no knowledge of the service area, or if supplementary information is required, this data can be obtained from:

- Law enforcement departments that have delivered services to this area before.
- Interviews with local officials and citizens.
- Field observation.

C. Local Ordinances and Miscellaneous Services

1. Most local ordinances not related to law enforcement

Experienced producer agency managers estimate that state laws and county ordinances cover over ninety percent of all enforcement requirements of most contract service areas. Recipient governments, however, usually have a large number of ordinances intended to protect the safety and security of their community. Most local ordinances limit, regulate, or prohibit a great variety of noncriminal personal and business activities and property uses. Producer agency personnel will be unfamiliar with these local ordinances and their enforcement would require the producer agency to assume duties not related to law enforcement, for example, animal control and building inspections.

2. Miscellaneous services often "odd jobs"

A number of smaller communities also expect the producer agency to continue other miscellaneous services previously provided by the town marshal or constable. Often these services consist of performing odd jobs such as running errands for the mayor and collecting from parking meters in the downtown business district.

3. A number of feasible approaches to enforcing local ordinances and providing miscellaneous services

Difficulties can and have developed in these areas, and producer agency managers must consider how to fully satisfy the legitimate expectations of the recipient government without sacrificing department professionalism or encouraging the wasteful use of trained manpower. There are a number of feasible approaches to problems posed by requests to enforce local ordinances and provide miscellaneous services.

- The recipient government may be requested to adopt the ordinances of the provider government.
- The producer agency may choose to enforce only local ordinances that are similar to the ordinances of the provider government; further, it may stipulate that its officers shall not be required to assume any function or duty not consistent with those customarily performed by department personnel.
- The producer agency may establish guidelines prohibiting the enforcement of ordinances and the provision of services "not related to commonly recognized law enforcement matters."
- Producer agencies may employ parking enforcement officers, school crossing guards, and other quasi-law enforcement or civilian personnel to provide public safety services on a selective service contract basis.

4. Instruction and authorization should be obtained

Producer agencies that do enforce local ordinances sometimes require the recipient government to compile manuals of its ordinances and to provide instruction in their enforcement. Almost always before proceeding with local ordinance enforcement, producer agencies are careful to obtain full authoriza-

tion from the recipient government to enforce the local ordinances of that town or city. Usually this is done by stipulating in the contract that "for the sole purpose of giving official status to their acts when performing municipal functions" all officers and employees of the provider government acting within the scope of the agreement shall be considered to be officers or employees of the recipient government. Municipal producer agencies frequently go further and require that their personnel be commissioned individually as law enforcement officers of the recipient government. Though not as flexible as the first approach, this permits the municipal producer agency to enforce both local ordinances and state law within the corporate boundaries of another municipality.

D. *Estimating Quantity of Service*

1. Calls for service and reported crimes should be used to calculate service requirements

Whenever possible, data on calls for service and reported crimes should be obtained and used to calculate service requirements. If this data has not been previously collected, a twenty-eight day period ($28 \times 13 = 364$ days) for which data on calls for service and reported crimes is reasonably complete can be used as a basis for preliminary estimates. It is also possible to develop preliminary estimates from a number of shorter time periods, for example, weeks, spread throughout the year.

Regardless of the duration of the periods of time used, care must be taken to assure that the sample selected is as fully representative as possible. Seasonal demands for increased services may regularly recur in recreational areas or nearby resort communities. If so, peak demand data should be included in the sample and used to forecast requirements for higher service levels at certain times and locations during the year.

2. An example of how to estimate hours of patrol from calls for service

Exhibit 13 presents one example of how to estimate the hours of patrol that should be delivered to a contract service area with a given number of calls for service during one week of a twenty-eight day period. The formula used here is based upon the assumption that for every hour of patrol devoted to calls for service, an additional one hour of patrol time should be available for preventive patrol and personal and administrative functions. This ratio is only suggestive, and can be adjusted to meet the particular needs of the producer agency.¹

¹For a more elaborate discussion of the relationship between calls for service and total manpower needs see O. W. Wilson and Roy C. McLaren, *Police Administration*, 3rd ed, New York: McGraw Hill Book Company, 1972, appendix K.

EXHIBIT 13
ESTIMATING PATROL REQUIREMENTS
BASED UPON CALLS FOR SERVICE

If a recipient community averaged 44 calls per week, each of which required an average of 45 minutes to complete, and the producer maintained a 1 to 1 ratio of preventive patrol time to calls for service, it would require 66 hours of patrol to service the contract each week (33 hours of calls for service and 33 hours of preventive patrol).

NUMBER OF CALLS FOR SERVICE		TIME SPENT ON EACH CALL FOR SERVICE		CALLS FOR SERVICE	
44		x	45 min.	=	33 hours
CALLS FOR SERVICE HOURS		1 to 1 RATIO OF CALLS FOR SERVICE TO PATROL		HOURS OF PATROL SERVICE NEEDED	
33		x	2	=	66 hours

3. Reviewing reported crimes to deliver hours of patrol where most needed

Once the number of hours of patrol required by the contract service area has been estimated, exactly when these hours of patrol should be delivered must be determined. Reported crimes should be reviewed by the day of the week and hour so that the personnel assigned to the contract service area will be deployed when their presence is most needed. This is very important for smaller contract service areas in rural locales that often do not need and cannot afford an around-the-clock delivery of contract law enforcement services. Here producer agencies frequently operate a night patrol (5 PM to 2 AM) when service demands are heaviest. During the remainder of the day, calls for service are handled on an on-call basis and little or no preventive patrol takes place. This configuration permits the producer agency to deliver services most productively and brings the cost of effective law enforcement within the reach of the recipient governments.

4. Uniform ratio of officers may be used as a stopgap until more accurate estimates are possible

When data on calls for service and reported crimes are not available or so spotty and unreliable as to be misleading, a uniform ratio of officers-to-population can be used as a stopgap to initially predict the quantity of service required by a new contract service area. Here the objective is to provide the same level of manpower to the contract service area as is provided generally to similar service areas elsewhere in the producer agency's jurisdiction until such time as field operations in the contract service area generate the information necessary for a more accurate estimate of need. First, areas patrolled by the producer agency that closely resemble the new contract service in socioeconomic characteristics, land use, and geography must be identified.

The population of these areas is divided by the number of officers providing patrol. The resulting ratio is then used as the measure of the quantity of service to be delivered to the contract service area. When using the uniform ratio-of-officers-to-population method, heavy reliance must usually be placed upon the observations and opinions of local officials and citizens to determine when patrol should be scheduled for the greatest possible positive impact upon public safety.

E. Interruptions in Service

1. Temporary redeployments of contract personnel may be necessary

The producer agency manager must provide for temporary redeployments of contract personnel from the recipient jurisdiction. Redeployment may be necessary to intervene in urgent situations elsewhere in the field or to satisfy unavoidable administrative requirements. When and for what reasons contract personnel may be withdrawn must be defined and stipulated. Assuring flexibility in the redeployment of contract personnel is most important in resident configurations where local officials are especially likely to insist that a particular officer remain within the contract service area throughout his shift. Steps must be taken also to assure that interruptions in service are minimized.

2. Specifying when contract personnel may be redeployed

Many producer agencies have solved this difficult problem successfully by specifying that contract personnel may be redeployed as needed to:

- Provide emergency back-up assistance.
- Respond to "great" or "extreme" emergencies as determined by a designated supervisor.
- Continue hot pursuit.
- Appear in court.
- Jail apprehended suspects.
- Serve warrants when service requires an absence of less than an hour.
- Attend departmental conferences or training sessions that are to be scheduled only when necessary.

3. Protecting the contract service area

To protect the contract service area, many producer agencies require that:

- Local officials be immediately notified of an interruption in service.
- Withdrawn contract officers be returned as quickly as possible.
- A minimum level of back-up coverage be maintained whenever feasible.

F. Roles in Policy and Administration

1. Guidelines mandatory

Though disputes over policy and administration are the exception and not the rule, each contract participant brings different interests, purposes, and perspectives to bear upon the goals and requirements of the contract program. Producer agency managers cannot afford to enter into a contract without drawing guidelines establishing their responsibilities and prerogatives for service

management. At the same time, recognition must be given to the expectations of the recipient government and allowances made for its part in policy and administration.

2. Each play leading roles

The objective must be to quickly achieve and maintain a productive relationship of interlocking responsibilities in which the producer agency manager and officials of the recipient government each play leading roles in those sectors of policy and administration most directly connected with their own special expertise and interests — roles that when fitted together accomplish total program management.

3. Where producer agencies should retain exclusive authority

Generally, producer agencies should retain exclusive authority for:

- Planning, organizing, and scheduling the delivery of contract services.
- Directing and supervising contract personnel.
- Determining and applying standards of performance and discipline used in the delivery of contract services.
- Deciding any other law enforcement matter affecting or arising from the internal management of the department.

4. Responsibilities of the recipient government

Recipient governments, on the other hand, are usually responsible for:

- Continuing guidance as to citizen perceptions, attitudes, and desires regarding the interrelationships between the contract officers of the producer agency and local residents.
- Reporting specific crime hazards of significant concern to local citizens.
- Maintaining oversight of the general priorities and practices of law enforcement as they affect the community.

5. A division of labor

Within these guidelines the producer agency can focus upon "in house" policy and administration relevant to the professional and technical tasks of law enforcement operations in the contract service area while the recipient government can assist in tailoring the delivery of contract law enforcement services to the needs of its citizens.

G. *Responsive and Resolving Disputes*

1. Recipient government requests tested against three criteria

Aside from local ordinance enforcement and miscellaneous services, recipient governments make a number of requests on matters ranging from working hours, split shifts, and special details to crime prevention programs, "stop and talk" field patrol, and wearing civilian clothes when questioning juveniles in schools. Most producer agencies give prompt consideration to such requests and test them against three criteria:

- First, is the request reasonable under the terms of the contract?

- If so, would compliance violate any mandatory policy, rule, regulation, or procedure of the department?
- If not, can the request be honored without a disruption of contract services or adverse impact upon regular field operations?

2. When compliance is not in best interests of contract participants

Having determined that the request is reasonable, proper, and not disruptive, most producer agencies honor it to the best of their ability. If the request cannot be carried out, a timely explanation of why compliance would not be in the best interests of the contract participants usually has proven sufficient to maintain a good working relationship with the recipient government.

3. Decision of producer agency manager final and conclusive

Conflict, however, can develop. As a precaution, producer agency managers often stipulate that their decision shall be final and conclusive in the event of a dispute between the parties regarding the extent or manner of performance of the contract services.

H. Coordination

1. Duties of the "single manager" liaison officer

In many contract programs, "single manager" liaison officers can be used by the producer agency and recipient government to accomplish daily business and communication between the participants with a minimum of confusion, delay, and wasted effort. Liaison duties commonly involve:

- Making or receiving requests and reports.
- Conferring upon matters concerning service delivery.
- Serving on planning groups and attending meetings of local officials or citizens.
- Trouble shooting problems in the field.
- Providing timely information and advice and assistance to program managers or administrators.

2. Who serves

Depending upon the size of the producer agency and its contract program, the sheriff or chief of police may choose to assume this function and deal directly with the recipient government, but usually a field supervisor is designated as liaison officer. In smaller jurisdictions, the chief executive officer of the recipient government may serve as its liaison officer to the producer agency. In larger jurisdictions, a midlevel administrator usually is designated as the recipient government's counterpart to the producer agency's liaison officer.

3. They must be "single managers"

When liaison officers are designated, they must be "single managers." That is, all communications affecting service management must be handled exclusively on a liaison officer to liaison officer basis. This is particularly important to the producer agency which must act to protect its unity of command. Though officials of the recipient government may pass along citizen calls for

service, they should be strictly discouraged from approaching contract personnel working in the service area with requests regarding major aspects of service management such as working hours, special details, enforcement policies, and the like that are properly handled only through liaison officer channels.

1. *Span of Control*

1. Standard ratios of supervisors-to-subordinates not always adequate

Standard ratios of supervisors-to-subordinates are not always adequate to control field operations in a contract environment. The size of the contract service area, the quality of personnel, and the method of patrol are relevant factors in determining this. The functions to be performed by the contract personnel in the service area, however, are usually the most important to consider in assessing the sufficiency of supervisor-to-subordinate ratios.

2. Additional responsibilities or more demanding tasks may require closer supervision

The producer agency manager must ask himself: What must my personnel do in delivering contract law enforcement services that they would not be required to do in regular field operations? How will their jobs differ? The answers to these questions may reveal that the officers delivering contract services must discharge additional responsibilities or perform more demanding tasks. If so, a higher ratio of supervisors-to-subordinates may be necessary to maintain an adequate span of control.

3. Supervisory responsibilities must not be assigned as ancillary duty

Law enforcement managers are cautioned against attempting to control the activities of personnel assigned to the contract service area by assigning the responsibility for supervising these officers to administrative supervisory personnel at headquarters as an ancillary duty. Many times the administrative supervisor does not have the time to get out into the field as often as necessary. Often too, the administrative supervisor naturally tends to ignore his responsibilities to contract personnel in order to fulfill the more obvious and immediate requirements associated with his primary duties. This expedient has been tried in several programs, and the results have usually been unsatisfactory.

J. *Allocating Tort Liability*

1. Doctrine of sovereign immunity increasingly narrowed

Units of government were once broadly protected against suit by the doctrine of sovereign immunity, and it could be stated that with few exceptions "there is ordinarily no liability for the torts of police officers, even where they commit unjustifiable assault and battery, false arrest, trespass on land or injury to property, or are grossly negligent, and even though the city authorities ratify the act."¹ The doctrine of sovereign immunity, however, has been increasingly narrowed in recent years by the judiciary and state legislatures. Suits alleging

¹William L. Prosser, *Handbook of the Law of Torts*, St. Paul, Minn.: West Publishing Co., 1971, p. 979.

injurious misconduct by law enforcement officers are now filed and won against municipal, county, and state units of government. Awards ranging into hundreds of thousands of dollars are no longer unusual. Not surprisingly, contractually allocating tort liability is an important concern of most contract participants.

2. Provider government assumes liability for torts of contract personnel

Frequently the contract participants stipulate that the provider government shall (1) assume liability for, (2) defend against, and (3) secure the recipient government from all costs or damages for injury to person or property caused by the negligence or intentional misconduct of producer agency officers when delivering contract services. This is in accordance with established legal theories of liability: In tort law, liability generally follows control, and though the contract personnel of the producer agency are performing law enforcement at the request of the recipient government and for its benefit, the producer agency invariably retains full control of its officers.

3. A number of other approaches possible

A number of other approaches to allocating liability are possible. The provider government may assume liability but only to the extent of its liability insurance. Or it may refuse to accept liability for torts committed by contract personnel when enforcing local ordinances. The recipient government can be required to obtain a policy insuring the provider government against all claims arising from the activities of the producer agency when delivering contract services. Much less frequently, the recipient government agrees to assume the burden of all liability that could be charged against the provider government.

SECTION 2 REPORTING, EVALUATING, AND REVIEWING SERVICE DELIVERY

A. *The Value of a Program Information System*

The producer agency manager, who requires information to be reported from the field, evaluates that information and then shares it with officials of the recipient government, is in a good position to expand and strengthen his contract program. A systematic and continuing oversight of the contract program provides the producer agency with timely and accurate answers to three basic questions: 1) What quantity and types of services are being delivered? 2) What are the impacts of those services upon the law enforcement needs of the contract service area? and 3) How do the recipient government and its citizens feel about these services? The key to the answers to these questions is knowing what data to collect, where it can be obtained, and how to gather it.

B. *Program Information Requirements*

1. Quantity and types of services being delivered

Evaluators often call gathering data of this kind "describing the program process." The producer agency manager must inventory the everyday ac-

tivities of contract personnel working in the service area. A detailed snapshot might include:

- Service calls — number, hours
- Prevention patrol — hours
- Traffic control and accident investigation — hours
- Crime prevention program activities — number, hours
- Miles of patrol — number
- Criminal investigations — number, hours
- Criminal warrants — number, assigned, number served
- Court appearances — number, hours
- Administrative time — hours

Though some general service contracts stipulate only that a certain level of patrol shall be performed by the producer agency, it is always important to define and account for all services delivered, either as part of patrol or in conjunction with it. If the producer agency manager does this, he has laid the solid foundation required for effective, responsive program management. On the other hand, the producer agency manager who is not fully and continuously aware of the quantity and types of services being delivered is in no position to evaluate the performance of his contract program or to shift program resources to meet new needs.

2. Impacts of services being delivered

The services described in the preceding section comprise much of the law enforcement function. They are important, but the impacts they have upon public safety within the contract service area are of even greater significance. The services delivered by contract personnel, if effective, will in turn result in improved measures of program effectiveness. At a minimum, the producer agency should collect data about:

- Response time — minutes
- Reported crimes — number
- Arrests — number
- Crimes cleared by arrest — percentage
- Traffic citations — number
- Recovered property — number, value

When specific impact measures are assessed in relation to an exact knowledge of the quantity and types of services delivered, a precise and productive tailoring of services to needs becomes possible. The following examples illustrate how this can be accomplished:

- In one contract service area, analysis of reported crimes indicated a sharp rise in the number of residential burglaries. A review of officer crime prevention activities indicated that few security inspections or property marking activities were being carried out. The analysis enabled the producer agency to undertake a burglary prevention program that eventually resulted in a decline in the number of burglaries.
- Plagued by rising traffic accidents and citizens' complaints about the lack of enforcement, one producer agency analyzed the amount of traffic control being provided. As a result, officers were requested to analyze prob-

lems, to increase radar activity, and to more carefully monitor traffic violations.

3. How the recipient government and its citizens feel about services being delivered

In a contract environment, the attitudes and perceptions of the recipient government and its citizens must be clearly and closely ascertained. The producer agency does this by monitoring the opinions of local officials and residents regarding such aspects of the contract program as:

- Current enforcement priorities.
- Hours and manner of service delivery.
- Response times.
- Conduct of contract personnel.
- Impact upon crime and community security.
- Confidence in the ability of the producer agency.

So-called "subjective" feedback obtained from the "consumers" of contract law enforcement services is a valuable supplement to quantitative measures of impact and, in fact, can assist the producer agency to develop new strategies and modes of service delivery more suitable to the contract service area — strategies and modes that result in important gains in operational effectiveness.

C. Where Program Information Can Be Obtained

Most of the data required to develop and maintain an effective program information system can be obtained from existing sources within or available to the producer agency, that is, from contract liaison officers, personnel delivering contract services, and local officials and citizens of the recipient government. Too frequently, however, producer agency managers, pressed by the immediate requirements of the law enforcement mission, fail to pursue and exploit these data sources. For this reason, it is important for producer agency managers to remind themselves of the many significant benefits that a functioning program information system can provide, and to understand that in relation to these benefits, the investment in manpower and resources to obtain the necessary data is minimal.

D. How To Gather Program Information

1. Gathering "in-house" data

The Dispatch Card, the Daily Activity Report Form, the Daily Report Summary Form, the Monthly Summary of Patrol Officer Activities Form, and the Monthly Statistical Summary Form are useful tools for collecting in-house data about the quantity, types, and impacts of services delivered to the contract service area. Though it has many other uses, the Dispatch Card is especially valuable as a convenient means of determining total number and types of calls for service, response times, and the disposition of these calls. The Dispatch Card is usually completed by desk or communications personnel.

The daily Activity Report Form can be used by individual officers to describe the kinds of activities engaged in, the area worked, the activity times, and the mileage patrolled. This report can be filled out as the officer performs

assigned patrol duties. The Daily Report Summary Form permits the producer agency to tabulate this information for the purpose of reviewing an officer's daily work and determining the level and distribution of activity in the contract service area. The summary can be completed by shift supervisors at the close of each officer's tour of duty.

Information can be extracted from the Daily Summary for inclusion in Monthly Summaries of Patrol Officer Activity and Monthly Statistical Summaries. The Monthly Summaries of Patrol Officer Activity Form presents an overview of the quantity, types, and impacts of services delivered to the contract service area during each shift. The Monthly Statistical Summary Form is designed to highlight trends in index crimes and other offenses, to identify increases or decreases in arrests and clearances, and to profile changing patterns in general service delivery. These forms are normally completed at the close of every month by higher level management personnel.

Many producer agencies may already have suitable records forms in use. Others, however, may not. The importance of good forms — backed by sound records keeping practices — must not be overlooked. If the producer agency manager is to monitor the progress of his contract program effectively and explain its accomplishments to the consumers of contract services, he must know precisely what is being done and how well it is being accomplished. The forms discussed above, or their functional equivalents, will give him the kind of in-house data he requires in order to obtain this exact knowledge.

2. Gathering "consumer" feedback

Periodic contract review meetings provide the producer agency manager with an excellent opportunity to discuss the quantity, types, and impacts of service delivery with the consumers of contract services. Though meetings with officials of the recipient government are the usual rule, some producer agency managers have successfully broadened the base for feedback by encouraging attendance by private citizens.

Contract program review meetings have been scheduled as frequently as once a month. The more common pattern is to review the program at quarterly intervals. In small programs where contract participants know each other and have a high degree of daily contact, formal meetings may be even less frequent.

Monthly summaries of Patrol Officer Activity and Monthly Statistical Summaries — or quarterly wrap-ups prepared from these records — can be used to stimulate an in-depth interchange and examination of the contract program during review meetings.

Presenting program information in this way permits the producer agency and recipient government to work together to analyze the quantities, types, and impacts of contract services delivered over time and to identify and isolate developing problem areas, assign new priorities, and reallocate or obtain additional resources to respond to changing law enforcement needs.

Informal interviews with individual citizens, attending meetings of civic groups and business and professional associations, reviewing selected newspaper items and the like are other valuable means of gathering feedback. Emerging patterns of public opinion, once detected, should be defined and assessed to determine their implication for the contract program. Many times an alert producer agency manager can anticipate and prepare for adjustments in service delivery simply by "keeping his ear to the ground" in this way.

Chapter III

Costing and Financing

Contract Law

Enforcement Services

Costing and financing contract law enforcement services are sometimes difficult and are always highly dependent upon the specific circumstances and needs of the contract participants. The challenge of costing and financing contract services has been met in many different ways using widely varied techniques and criteria. The following discussion is intended as a basic introduction to contract costing and financing. It outlines methods that have been used with success in many contract programs. Depending on his situation, the reader may decide to use these methods exactly as they are presented, modify them, or reject them altogether in favor of an alternative approach.

Section 1

AN OVERVIEW OF SERVICE COST FACTORS

The least complicated way to determine costs and fees for contract law enforcement services, and one that is compatible with the line item budgets of most producer agencies is to calculate the hourly cost of a one-person patrol-unit. Table 6 lists the various cost categories to which expenses can be assigned when developing a program budget.

Table 6
SERVICE COST FACTORS

DIRECT PERSONNEL (Officers, Supervisors, Investigators)	
● Base Salary	● Uniform
● Overtime	● Training
● Fringe Benefits	
FIELD EQUIPMENT	
● Vehicle	● Weapons
● Personal Gear	● Expendable Supplies
INDIRECT SUPPORT	
● Administration	● Auxiliary and
- planning	Technical Services
- budgeting	- dispatch and communications
- fiscal & personnel management	- crime laboratory
- secretarial	- records & ident.
● Facilities	- public information
- office space and equipment	and community
- fixtures	relations
- utilities	
- physical plant	

Section 2
ESTIMATING COSTS AND FEES FOR
MUNICIPAL CONTRACT PROGRAMS

A. Cost Determination

1. Charging full costs

As a rule, municipal provider governments, which bear no constitutional responsibility or statutory obligation to provide law enforcement protection beyond their boundaries of incorporation, charge the full costs of contract services delivered by their producer agencies.

2. Estimating the total cost of a patrol officer

Estimating costs for these contract programs is usually a straightforward process: Divide the law enforcement budget of the producer agency by the number of patrol officers, supervisors, and investigators assigned to field operations. This yields the average annual direct personnel, field equipment, and indirect support costs of maintaining a single patrol officer and his vehicle in the field.

Law Enforcement Budget

Number of patrol officers, supervisors, and investigators assigned to field operations.

= Average annual direct personnel, field equipment, and indirect support costs per patrol officer and vehicle in the field.

B. Costing on an Hourly Basis

1. Determining the number of hours an officer is available for duty

Because recipient governments frequently purchase contract law enforcement services in blocks of patrol time, it may be useful to further break down annual cost estimates to an hourly basis. This requires an accurate determination of the number of hours that an officer actually is available for work.

The Patrol Officer Availability Worksheet, Exhibit 14 can be used to determine the actual number of hours an officer is available for duty each year. A basic work year consists of 2,080 hours; however, due to holidays, vacation, sick leave, and training, an officer will not be available to service a contract for all of these hours.

Exhibit 14
PATROL OFFICER AVAILABILITY WORKSHEET

BASIC MAN YEAR: 40 HOURS X 52 WEEKS = 2,080 HOURS unavailable hours		
HOLIDAYS	_____	
Vacation	_____	
Sick Leave	_____	
Training	_____	
Other (Military, etc.)	_____	
TOTAL	_____	

BASIC MAN YEAR	TOTAL UNAVAILABLE HOURS	NUMBER OF HOURS AVAILABLE FOR PATROL
2,080 hours	-	=

Officers are generally available for assignment approximately 1,800 hours each year. During the 280 hours that an officer is not available, a replacement must be substituted to perform his contract duties. For example, if a recipient government contracts for forty hours of service each week (2,082 hours annually), the producer agency will have to supply one full time officer plus back-up to cover the contract when the officer is unavailable for duty because of vacation, sick leave, or training.

Although it has not been included on the worksheet, court time further reduces the number of hours an officer is available for field operations. The producer agency may want to specify that the time an officer spends in court relating to contract cases may be counted as time contributed to the contract.

2. Estimating total patrol officer costs on an hourly basis

After completing the Officer Availability Worksheet, the total costs for a patrol officer can be computed accurately on an hourly basis. Estimating Hourly Total Patrol Officer Costs, Exhibit 15, is an example of how to do this. Careful accounting of total costs for patrol officers as well as the number of hours these officers are actually available for patrol operations will assure that adequate monies are included in the contract for back-up personnel when officers normally assigned are not available for duty.

Exhibit 15
ESTIMATING HOURLY TOTAL PATROL OFFICER COSTS

If a department's total annual direct personnel, field equipment, and indirect support costs for one patrol officer is \$20,000.00, and the officer is available for patrol 1,800 hours each year, the patrol officer's cost per hour would be \$11.11

TOTAL ANNUAL PATROL OFFICER COSTS \$20,000.00		HOURS UNAVAILABLE Vacation 120 Holidays 80 Sick Leave 40 Training <u>40</u> 280	
BASIC MAN YEAR	HOURS UNAVAILABLE	HOURS AVAILABLE	
2,080	- 280	= 1,800	
TOTAL ANNUAL PATROL OFFICER COSTS	NUMBER OF HOURS AVAILABLE	HOURLY TOTAL PATROL OFFICER COSTS	
\$20,000.00	÷ 1,800	= \$11.11	

Section 3
ESTIMATING COSTS AND FEES FOR
STATE AND COUNTY CONTRACT PROGRAMS

A. Cost Sharing

1. How costs are shared

The total personnel, field equipment, and indirect costs of state and county contract law enforcement programs can be estimated in the same way that municipal producer agencies estimate the total costs of their contract programs (sheriffs are cautioned not to count civil process, bailiff, and jail expenses as part of their total law enforcement budget).

Unlike municipal provider governments, however, state and county provider governments are frequently willing to share the costs of contract programs with recipient governments. For this reason, recipient governments contracting with state or county producer agencies are rarely required to pay for any indirect costs of the program, and they usually receive discounts on direct personnel and field equipment that often range from ten to thirty percent of all expenses assigned to these cost categories.

2. Why costs are shared

State and county producer agency managers have advanced a number of reasons for sharing costs:

- Citizens of contract service areas are already contributing to the support of the producer agency through taxes.
- If contract service areas cannot afford the contract cost they may be forced to have no law enforcement agency at all, or maintain a substandard agency — either of which would require service subsidization by the producer agency without any financial support.
- The presence of contract personnel in a contract service area has a favorable “spillover” effect upon law enforcement throughout the provider jurisdiction.
- Governmental units with their own law enforcement agencies are provided certain services at no cost by the producer agency. (These routinely include investigation, crime lab services, back-up, and dispatch services; and, in a number of instances, routine patrol in areas not having a twenty-four hour law enforcement capability.) These services should not be charged to a contract service area either.
- Fines generated in contract service areas partially offset the cost of law enforcement services. If they are not recovered directly by the contract service area, credit should be given.

B. Cost Determination

1. Steps followed

Because indirect costs are rarely charged, costing state and county contract programs is almost always limited to estimating direct personnel and field equipment costs. After these costs have been calculated, an equitable rate of discount is determined.

2. Estimating direct personnel costs

- Items to be included when determining the direct personnel costs of patrol officers

Though supervisors and investigators can be included in estimates of direct personnel costs, patrol officers are the major item in this cost category. In most contracts, the costs for their salaries, fringe benefits, uniforms, and training amount to more than seventy-five percent of all program expenses. When calculating direct personnel costs for patrol officers, it is necessary to include the officer's base salary and overtime, as well as outlays for fringe benefits like health, life, and liability insurance, social security, workmen's compensation, and retirement. Uniform and training expenses can also be included in this category. Training expenses can be particularly heavy if the contract program requires the hiring of additional patrol officers.

- Computing Salary, fringe benefits, and uniform and training expenses

The Direct Personnel Cost Worksheet, Exhibit 16, can be used to calculate expenses incurred for salary, fringe benefits, uniforms, and training.

Exhibit 16
DIRECT PERSONNEL COST WORKSHEET

NAME:	TITLE	
GROSS SALARY		\$ _____
Base Salary	\$ _____	
Overtime	\$ _____	
INSURANCE		\$ _____
Health	\$ _____	
Life	\$ _____	
Liability	\$ _____	
Workmen's Comp.	\$ _____	
RETIREMENT		\$ _____
Social Security	\$ _____	
Retirement	\$ _____	
OTHER		
Uniform	\$ _____	
Training	\$ _____	
TOTAL PERSONNEL COSTS		\$ _____

If the contract program is small and personnel assignments to the contract service area are fixed for some period of time, individual cost work sheets can be prepared for each full and part-time officer. In larger contract programs or contract programs involving rotating assignments, it is often more convenient and — from the standpoint of expenses incurred in fiscal administration and billing — more economical to use salary and benefit figures that are average for the patrol officers of the producer agency as a whole. Another method often employed is to choose a mid-range or representative patrol officer paygrade as the standard for calculating direct personnel costs.

- Estimating direct personnel patrol officer costs on an hourly basis

State and county producer agencies can convert direct personnel costs for a patrol officer from an annual to an hourly basis in the same way that municipal producer agencies arrive at an hourly estimate for total patrol officer costs. Again, an Officer Availability Worksheet, (see Exhibit 14 page 84) must be filled out. After the number of hours actually available in a man year have been determined, the information generated by the District Personnel Cost Worksheet can be used to complete the conversion. Estimating Hourly Direct Personnel Costs, Exhibit 17, shows how this is accomplished.

Exhibit 17
ESTIMATING HOURLY DIRECT PERSONNEL COSTS

If a department's total personnel costs for an officer is \$12,600 and the officer is available for field operations 1,800 hours each year, the costs to the recipient government for patrol time would be \$7.00 per hour of patrol.

PERSONNEL COSTS		HOURS AVAILABLE	
Salary	\$10,000	Vacation	120
Insurance	900	Holidays	80
Retirement	1,200	Sick leave	40
Other	500	Training	40
	<u>\$12,600</u>		<u>280</u>

BASIC MAN YEAR	HOURS UNAVAILABLE	HOURS AVAILABLE
2,080	— 280	= 1,800

TOTAL NUMBER OF PERSONNEL COSTS	NUMBER OF HOURS AVAILABLE	HOURLY COSTS FOR PATROL
\$12,600	÷ 1,800	= \$7.00

— Adding-in supervisory and investigative officer costs

Should the state or county producer agency choose to do so, the system of estimating direct labor costs described above also can be used to calculate the hourly direct personnel costs for lieutenants, sergeants, and investigators for the portions of time they spend in contract areas. Some producer agencies have estimated the number of hours supervisors and investigators will devote to a contract by computing the ratio of patrol officers to supervisors and investigators. If, for example, a producer agency normally has one supervisor for every six patrol officers, and a recipient government is purchasing the service of approximately three patrol officers, the contract will demand approximately one-half of one supervisor's time. Estimated Total Direct Personnel Costs for a contract program involving three patrol officers and the one-half time services of a supervisor are displayed in Exhibit 18.

Exhibit 18
ESTIMATED TOTAL DIRECT PERSONNEL COSTS

If a recipient government purchased 5,400 hours of patrol (three officers — 1,800 hours basic man year) and there was one supervisor for every six patrol officers, the contract would demand 900 hours of a supervisor's time. Personnel costs would amount to \$37,800 for the three officers and \$7,200 for a supervisor. Total program personnel costs would be \$45,000.

HOURLY COSTS		NUMBER OF HOURS		PROGRAM COSTS
\$7.00 officer	x	5,400	=	\$37,800
\$8.00 supervisor	x	900	=	<u>\$ 7,200</u>
TOTAL PERSONNEL COSTS				\$45,000

3. Estimating field equipment costs
 - Patrol vehicles are the major field equipment expense

Field equipment is the second major cost in contract law enforcement programs. Although expenses will be incurred in providing personal gear, weapons, and expendable supplies, the largest field equipment expense is providing outfitted patrol vehicles.

- Estimating vehicle costs

Analysis of contract budgets indicate that vehicle costs are dependent upon how long a car is kept and the urban or rural character of an area. The most important factor, however, in determining vehicle costs will be whether or not an agency supplies contract personnel with take-home cars. In most state and county producer agency budgets, vehicle costs range between ten and fifteen percent of direct personnel costs. Within producer agencies that provide each officer a take-home car, however, vehicle costs usually average twenty-five to thirty-five percent of direct personnel costs.

Two questions need to be answered before an accurate estimate of contract vehicle costs can be made.

- What are the per mile costs of operating a vehicle? (This would include the purchase or lease of the vehicle as well as expenses for gas, oil, tires, and maintenance.)
- How many miles of patrol activity will the contract service area require?

- Estimating per mile operating expenses

Estimates of per mile operating costs can be obtained by dividing total patrol vehicle expenses (new car purchases, gas, oil, maintenance, insurance, as well as radio, light bar and siren) by the total miles driven by all patrol vehicles during the previous year.

Because most producer agencies do not purchase vehicles annually, it may be desirable to figure vehicle mileage costs on a longer period (two year) that corresponds to the vehicle replacement cycle. A cost per mile computation based upon a two year vehicle replacement cycle will eliminate marked fluctua-

tions in per mile costs caused by the biannual purchase of new vehicles.

— Forecasting miles of vehicle patrol

Forecasting the number of miles of vehicle patrol a contract service area might receive can be a difficult task because of a lack of data. Some producer agencies have solved this problem by estimating the number of miles of likely patrol. This can be done by examining vehicle mileage in a noncontract service area with similar features. After the program has been implemented, this estimate can be checked by recording contract patrol mileage for twenty-eight days and multiplying this by thirteen, to forecast more accurately the annual mileage in the contract service area. This method has been used to project mileage with a high degree of reliability. Exhibit 19, Estimating Vehicle Expenses, presents an example of the various expenses involved in maintaining patrol vehicles, as well as an example of how contract vehicle costs can be estimated.

Exhibit 19
ESTIMATING VEHICLE EXPENSES

If the costs for operating a fleet of ten vehicles is \$60,000 and the vehicles are driven approximately 500,000 miles each year, it will cost approximately 12¢ per mile to operate each vehicle. If a vehicle were driven 33,500 miles in servicing the contract, the costs would be \$4,020.

OPERATING EXPENSES FOR 10 VEHICLES		
Car purchases	\$21,000	
Gas and oil	20,000	— Two year replacement cycle of
Maintenance	11,000	\$5,000 vehicle. Assume \$800
Radio and lights	4,000	trade-in.
Insurance	4,000	— Five year replacement cycle.
	<u>\$60,000</u>	
TOTAL VEHICLE COSTS	TOTAL MILES DRIVEN	COST PER MILE
\$60,000	÷ 500,000	= 12¢
COST PER MILE	CONTRACT MILES DRIVEN	CONTRACT VEHICLE COSTS
12¢	x 33,500	= \$4,020

Although the patrol vehicle is the "big ticket item" in the field equipment cost category, expenses for personal equipment, weapons, and expendable supplies might also be included here as contract costs. Expenses for these items are generally minimal.

4. Discounting direct personnel and field equipment costs

State and county producer agencies can use a number of methods to estimate how to discount the direct personnel and equipment costs equitably. One of the best ways to determine this discount is to use the quantity of law enforcement services delivered by the producer agency to incorporated noncontract service areas in its jurisdiction as a standard. For example, if a state or county producer agency, after a review of its workload, concludes that approximately twenty percent of all field operations resources are committed to incorporated municipalities which had their own police departments, it could discount the direct personnel and field equipment costs of its contract program by a similar percentage.

5. Estimating indirect support costs

Though seldom charged, estimating indirect support costs in state and county contract programs can be accomplished by determining the total annual patrol officer cost and then subtracting direct personnel and field equipment costs. Alternatively, the provider government overhead rate can be used as a guideline for assessing indirect support costs.

6. Unit pricing

The municipal and state and county costing systems outlined in this manual have concentrated upon calculating the costs for a single patrol officer. This approach is satisfactory for small contract programs, and can be easily adapted to meet the needs of producer agencies delivering a large number of hours of general law enforcement service. Thus, some producer agencies have developed a unit price for providing twenty-four hours of general law enforcement service to a contract service area throughout the year. Developing a cost estimate for this service, which might include five officers, a supervisor, and a detective, can be accomplished simply by aggregating the costs charged for each officer assigned to twenty-four hour service unit.

7. Sharing service and allocating costs on a regional basis.

Although recipient governments may purchase the services of a single officer or group of officers, many contracts involve the sharing of officers among several service areas. In a regional service delivery configuration, several contract service areas will share either single or multiple patrol units. If, for example, a community is too small to warrant a full time unit, it will share that unit with a neighboring community. Even in large contract programs, recipient governments can share units to cut program costs and increase the number of units available that can be deployed to a single contract service area should the need arise.

When a regional system, or sharing of patrol units, is implemented, a method to allocate costs among the recipient governments must be developed. Although the producer agency can suggest ways to allocate costs, the recipient governments must make the final determination as to which method is best for them. Most regional systems have used a combination of population and area (square miles) among the contract service areas to prorate cost. If, however, the areas within the region are not homogeneous and have widely varying service demands that are unrelated to population and geographic size, other factors like crime level and calls for service might be included in the cost allocation formula.

Section 4 FISCAL PROCEDURES

Procedures for fiscal control should be implemented in order to administer costing and financing on a smooth and continuing basis. Important considerations include:

- Designating fiscal agents for the provider and recipient governments. This is a precaution used by many contract participants to prevent breakdowns of communication in essential money matters.
- Establishing a mechanism to adjust contract fees in accordance with changes in the costs of delivering services. This is often necessary to cope with the financial impact of wage settlements, rises in fuel prices, and other increased costs that cannot be predicted with certainty on a long term basis.
- Developing payment schedules. Many producer agencies require monthly payments although billings on a quarterly basis also are common.
- Stipulating delinquency provisions. Although these provisions are seldom used, most contracts specify action to be taken in the event of a late payment or default.

Section 5 FEDERAL ASSISTANCE

A. Federal Grant Programs

In recent years the implementation of contract programs has been stimulated by the availability of federal assistance. Federal funds have been used by provider governments to finance the start-up and maintenance costs of contract law enforcement services. Two federal grant programs have enabled communities to initiate and maintain contract programs.¹ These are:

- LEAA Action Grants designed to strengthen law enforcement by encouraging agencies to implement new programs, and
- Department of Labor Comprehensive Employment and Training Act (CETA) Grants that can be used to pay the salaries of employees during their training period.

B. LEAA Action Grants

1. Availability and coverage

LEAA Action Grants are available from the regional criminal justice planning units in each state. Thirteen of the forty-seven general service contract law enforcement programs reviewed during the preparation of this manual relied upon these grants to initiate their contract activities. Producer agencies have used these grants to cover the salaries of new contract personnel, as well as start-up investments in automobiles and radio equipment.

Extent and duration of funding

LEAA Action Grants usually involve a three year commitment to the con-

¹A third source might be general revenue sharing. The authors did not, however, encounter the use of revenue sharing funds in their review of contract programs.

tract program. Although Action Grants can be used to underwrite ninety percent of all program costs, the more usual policy has been for the grants to cover sixty percent of the program costs during the first year and to decrease the federal monies to forty percent and twenty percent during the second and third year.

Regional Planning units expect that the contract law enforcement programs will be established within a three year period and that the recipient governments should be prepared to cover all contract costs by the program's fourth year. The limited evidence available at this time suggests that when the federal grant expires, the provider governments and the recipient governments share the costs of the contract program, although the recipient government generally pays the larger share of the costs.

3. Contact regional criminal justice planning unit

When considering the development of a contract program, law enforcement agencies should contact their regional criminal justice planning unit. The police specialist at the planning unit may be familiar with contracting and willing to help develop the contract program and initiate a grant application request. Some State Planning Agencies view contracting as a method to provide improved law enforcement services to small communities that cannot adequately support their own departments or hire the qualified personnel so vital to effective law enforcement.

4. Develop an areawide program plan

In developing a grant application, the producer agency manager should develop an areawide contract program plan. If, for example, one local government requests contract law enforcement services, it is wise to make these services available generally and to encourage other potential recipient governments to examine and consider contracting as a method to upgrade their law enforcement capability.

5. Funds must be used to initiate a new activity

To qualify for an LEAA Action Grant, the producer agency must use the funds to initiate a new activity. Action grants cannot be used to reduce the local share of an agency's budget, or to cover normal operational expenses.

C. CETA Grants

1. How used

Training additional personnel is a major start-up cost in developing a contract law enforcement program. Most departments have staffed contract programs with trained and experienced personnel; and, if regular field operations in noncontract service areas are to continue, these officers must be replaced. This usually means training new recruits. In view of the increased state requirements for officer certification, the preparation of a trained officer can be very expensive. Several departments have used Comprehensive Employment and Training Act Grants from the Department of Labor to cover the personnel expenses of recruits hired to replace experienced officers assigned to the contract program.

2. Availability and coverage

There are two main provisions of the CETA legislation of interest to producer agency managers. Under Title II, CETA grants are authorized for transitional public service employment in places hit by unemployment. The eligible areas are those with an unemployment rate of 6.5 percent or higher for three consecutive months. The maximum annual subsidy is \$10,000 per job excluding fringe benefits. These jobs are meant to be temporary until participants can be moved onto the employer's regular payroll. All persons hired for jobs supported by CETA grants must live in the eligible areas and must be underemployed or jobless workers unemployed at least thirty days.

Title VI provides for emergency public employment programs to augment the number of subsidized jobs available under Title II. Most of these job programs are aimed at the long-term, low income unemployed and are available only to applicants who (1) are recipients of unemployment insurance for fifteen weeks or more, (2) are ineligible for unemployment insurance and have been unemployed for at least fifteen weeks (3) have exhausted all unemployment benefits, or (4) who are members of families receiving Aid to Families with Dependent Children, but not of households having gross family incomes in excess of approximately \$6,700.

Further information regarding CETA may be obtained from the sources listed in Offices of Assistant Regional Directors for Manpower, Table 7 on the following page.

Table 7

OFFICES OF ASSISTANT REGIONAL DIRECTORS FOR MANPOWER

U. S. Department of Labor, Manpower Administration

LOCATION	STATES SERVED	
John F. Kennedy Bldg. Boston, Mass. 02203	Connecticut Maine Massachusetts	New Hampshire Rhode Island Vermont
1515 Broadway New York, N.Y. 10036	New York New Jersey Canal Zone	Puerto Rico Virgin Islands
P. O. Box 8796 Philadelphia, Pa. 19101	Delaware District of Columbia Maryland	Pennsylvania Virginia West Virginia
1371 Peachtree St., NE Atlanta, Ga. 30309	Alabama Florida Georgia Kentucky	Mississippi North Carolina South Carolina Tennessee
230 South Dearborn Street Chicago, Ill. 60604	Illinois Indiana Michigan	Minnesota Ohio Wisconsin
911 Walnut Street Kansas City, Mo. 64106	Iowa Kansas	Missouri Nebraska
Griffin Square Bldg. Dallas, Tex. 75202	Arkansas Louisiana New Mexico	Oklahoma Texas
1961 Stout Street Denver, Colo. 80202	Colorado Montana North Dakota	South Dakota Utah Wyoming
450 Golden Gate Avenue San Francisco, Calif. 94102	Arizona California Hawaii Nevada	American Samoa Guam Trust Territory
909 First Avenue Seattle, Wash. 98174	Alaska Idaho	Oregon Washington

Chapter IV

Managing Manpower, Facilities, And Equipment For Contract Programs

Optimum effectiveness in the delivery of contract law enforcement services is very much dependent on the management of the program's resources: its manpower, facilities, and equipment. These are the raw materials of a contract program that, when coupled with sound decision-making and planning, result in a successful contract law enforcement program.

Section 1 MANPOWER

A. Motivation

1. Identifying potential incentives

If a new contract law enforcement program is to succeed, the personnel of the producer agency must be induced in a positive way to work for its successes. The most productive motivation involves appealing to the individual's self-interest, loyalty, and pride. In identifying potential incentives for personnel, it is useful to examine what other producer agency managers have reported as significant gains obtained by their employees through contracting. These benefits include:

- Greater specialization and increased job classifications.
- Expanded promotional opportunities.
- Better equipment and working conditions.
- Improved emergency back-up.
- Increased job satisfaction through a more effective utilization of personnel in the field.
- Job security through assuring a continuing departmental role (especially true for state and county producer agencies faced with municipal incorporations resulting in a loss of territory patrolled).
- Better public image and increased rapport with the citizenry.

Depending on the type, size, and other characteristics of the contract program, it is likely that some or all of these benefits can be achieved. If so, they can and should be used as positive motivators to get the program underway.

2. Avoiding unrealized expectations

Producer agency managers, however, must not incautiously use inflated or unrealistic projections of future program advantages to stimulate enthusiasm and commitment. Motivation prompted in this way is sometimes instantly productive; but over time, unrealized expectations result in lowered department morale, a loss of credibility for the law enforcement manager responsible

for such careless boosterism, and individual frustrations that sooner or later are directed against the contract program itself.

3. Assuring evenhanded treatment

Because of the emphasis placed upon volunteers in many contract programs, care must be taken also to avoid the intradepartmental divisiveness and conflict that can result from the inequitable use of inducements to recruit and retain personnel for contract assignments. The objective must be to motivate all department personnel to support the contract program, not just a select few directly involved in delivering contract services. Therefore, the opportunities and advantages obtained through contracting must benefit producer agency personnel equally. For example, if promotions in the department become possible as a result of the implementation or expansion of a contract program, all qualified personnel — contract and noncontract alike — should have an equal opportunity to compete. Similarly, planned disparities in working conditions and compensation that favor contract personnel should never be employed as incentives to bring officers into a contract program.

4. Protecting interests of contract personnel

Once the program has been established, the producer agency manager must continue working to assure evenhanded treatment. At this time, however, the emphasis usually shifts slightly to protect the interests of personnel delivering contract services. This is especially necessary where the duties of the contract officers are quite different from those performed by officers engaged in regular field operations. For example, contract officers may be heavily involved in community services and peace keeping in an affluent suburban enclave, whereas the officers delivering services to more densely populated and urbanized noncontract areas may focus upon preventive patrol and suppressing crime. Here the danger is that the contract officer will be placed at a disadvantage in securing recognition and understanding of his achievements, or even shut out of the normal patterns of promotion of his department. One of the producer agency manager's most important tasks in personnel management is to see that this does not occur.

There is also a tendency among some officers assigned to regular field operations to push work off on their contract counterparts. For example, an officer performing regular field patrol may be tempted not to respond to a routine call for service from a contract community if he knows that the officer assigned to deliver contract services is to come on shift shortly. Of if he responds and discovers that a minor crime has been committed, he may conduct only the most cursory preliminary investigation, rationalizing to himself that it's really the contract officer's problem anyway. Behavior such as this, though sometimes a common problem even in regular field operations, may tend to occur more frequently in a contract environment. If tolerated, it quickly leads to embittered relations between contract and noncontract personnel, rewards poor performance, and ends with program failure.

B. *Fixed vs Rotating Assignments*

Whether it is better to rotate contract personnel or make their positions fixed largely remains an open question. Most producer agency managers, however, tend to favor periodic rotation for general contract assignments, whereas

specialized assignments are more commonly fixed. There are legitimate arguments in favor of both methods of staffing contract assignments:

Fixed Assignments

Pro: Permits staffing with volunteers only.

Promotes job specialization.

Increases detailed and timely knowledge of contract service area.

Strengthens everyday officer-citizen interaction and confidence.

Allows personnel of proven effectiveness to be retained in contract service area.

Con: Officers may become stale or dissatisfied from being "tied down" to one area.

"We vs. they" dissensions and rivalries may develop between contract and noncontract officers.

High quality personnel may be lost to the department as a whole for extended lengths of time.

Officers may become too involved with local officials and citizens and lose their objectivity.

Recipients may come to demand that only named officers be assigned to the contract service area.

Rotating Assignments

Pro: Stimulates officer interest and adds to individual professional growth through exposure to different operational tasks and environments.

Assures that benefits obtained from contracting are shared throughout the department.

Furtheres the most productive utilization of manpower by uniformly distributing highly qualified personnel throughout all line functions and service areas.

Advances working level cooperation between officers in contract assignments and those performing regular field operations.

Preserves professional perspectives and encourages equal treatment of all local officials and recipients.

Maintains flexibility in departmental personnel management.

Con: Periodic orientation is required to familiarize officers with conditions in the contract service areas.

Turnover may adversely impact community rapport and increase difficulty of tailoring services to fit recipient expectations.

From time to time, some officers may be assigned who may experience difficulty in adjusting to a contract environment.

In resolving the questions of fixed vs rotating assignments, the producer agency manager must make a decision based on the needs and desires of all contract participants and the requirements of delivering contract services in the most productive manner.

C. Selection and Assignment of Personnel

1. The final say in selection and assignment

As a general rule, the final say in the selection and assignment of personnel qualified to deliver law enforcement services under contract is the responsibility of the producer agency. This is because, as the employer, and because of its expertise in law enforcement, the producer agency is in the best position to assure that minimum professional qualifications, including those for training and experience, have been met and that the officer is committed to program success.

2. Assimilating recipient agencies

To categorically state that the selection and assignment of contract personnel is the responsibility of the producer agency is sometimes an oversimplification of reality. Though basically a valid observation, many variations upon the general rule are in evidence. An example of one variation is the assimilation of a recipient government's law enforcement agency by the producer agency so that the officers of the local department can be employed as contract personnel in the new service area. On the one hand, the producer agency manager must insist that minimum qualifications for entry into his department be met and that control of assimilated personnel is fully vested in him. On the other hand, the recipient government usually desires to protect its employees and ease the trauma of change by continuing to have familiar individuals deliver law enforcement services.

In more than one case examined involving such circumstances, compromise resulted in the successful implementation of a contract program. The compromise was as follows:

- Personnel found to be totally unacceptable to the producer agency due to a demonstrated lack of capability or integrity were not assimilated.
- Personnel unqualified due to a lack of training, etc., were assimilated and trained to meet producer agency requirements.
- Allowances were made for age, etc.
- All assimilated personnel were placed on a reasonable probation.
- Assimilated personnel were assigned to the recipient jurisdictions but replaced by producer agency personnel as vacancies became available.
- Control of assimilated personnel vested with the producer agency.

Rigid application of "rules" dealing with the selection and assignment of personnel in an instance such as this would result in program failure in the planning stage. Exceptional circumstances, however, frequently require soundly reasoned flexibility in the application of general rules.

3. Flexibility in rural areas

Flexibility is often necessary in rural areas where producer agencies often

contract with small, closely knit communities. At the request of local officials, it is not unusual for a producer agency manager to assign officers who live in or near such a community to deliver contract services to that community. Still other producer agency managers have made an extra effort to recruit and train qualified local residents who may desire a law enforcement career and are willing to work as contract officers in their community. In at least one contract program delivering services to rural communities, officials of recipient governments are permitted to interview officers to assist in determining their suitability before they are finally assigned to contract service areas. Producer agency managers using any of these selection and assignment techniques have obtained good results, demonstrating once again that flexibility in personnel management, if intelligently applied, can bring worthwhile returns in ways satisfactory to all contract participants.

D. Fitting the Man to the Job

In staffing contract programs, it is advantageous to seek out such qualities as the ability to deal well with people and strong professional skills and versatility. This is especially true for resident service delivery or for specialized assignments, such as contract liaison and community relations officers, which require personnel to work effectively with citizens and recipient government officials on a close and continuing basis over extended periods of time.

E. Training and Orientation of Personnel

1. The importance of training and orientation

An expected increase in the quality of service delivery is one of the primary considerations influencing a recipient government's decision to contract. The quality of service delivery is dependent upon the level of training and expertise possessed by contract personnel. In areas where potential competition between producer agencies exists, the capabilities of departmental personnel becomes even more critical, and if contracting is to be a fact of life for the producer agency, a specific knowledge of the contract program, its elements and techniques is mandatory for department personnel.

2. Pre-service training

An academy environment provides an excellent atmosphere for developing expertise and a career-long commitment to contract law enforcement. Instruction dealing with the basics of contract law enforcement in general but focused upon the producer agency's contract program in particular should be given with special emphasis placed on the organizational and individual benefits that can be expected to be derived through program success. If tailored "agency-specific" instruction is not possible due to the sharing of an academy by more than one department, a special seminar or orientation can be organized to provide this instruction as a supplement to academy training.

3 In-service training

In implementing a contract program, a producer agency should provide all departmental personnel with instruction on the program similar to the pre-service training recommended above. The implementation of a contract pro-

gram involves change. If the change and the reasoning behind it is understood, the possibility of resistance caused by a fear of the unknown is greatly reduced.

Producer agency managers can get in-service training off to a good start by involving selected supervisory and line personnel in program development. This is one of the most effective means of providing in-service training, for these officers are exposed to all aspects of planning service delivery, as well as how contracting serves the overall goals of their department. In turn, they can impart this knowledge to other personnel. An added benefit, of course, is the contribution to a soundly structured program that experienced supervisory and line personnel can make if given an opportunity to participate in program development.

Detailed and concrete instruction on their roles and responsibilities must also be provided to all personnel newly assigned to contract positions. This instruction might include:

- Local ordinances — instruction on which recipient government ordinances are to be enforced, under what circumstances they are to be enforced, and why.
- The contract service area — instruction on its geography, population, crime patterns, and so forth.
- Organizational structure — instruction on reporting, chain of command, lines of authority, and policy and procedures for dealing with recipient government representatives.
- Recipient government requirements — instruction provided, if possible, by a representative of the recipient government on their attitude toward and expectations of the contract.

Whenever it can be done, personnel newly assigned to a contract position should be provided the opportunity to benefit from the experience of a working contract officer. A short period in an on-the-job training relationship can greatly reduce the amount of time an inexperienced officer requires to learn the realities of working a contract assignment.

F. Recall of Personnel

In selecting and assigning personnel to fill contract positions, there always exists the possibility that an officer will prove unacceptable to the recipient government and its citizens. Consideration must be given to the course of action to follow in the event this occurs.

Recipient governments should have the right to request the removal of an "undesirable employee" *for cause*. In the majority of instances, a frank understanding between the producer agency manager or his designated liaison officer and the recipient government will satisfy this need.

Because the good producer agency manager carefully selects and assigns his contract personnel, and once assigned continually reviews their effectiveness, there should rarely be a need for the recipient government to exercise its recall option — but the option should be there. As long as the recipient government's request is reasonable and based on just cause, it should be acted upon. An officer, who because of his incompetence has lost the confidence of the recipient government and its citizens, or is rightfully considered undesirable as a result of improper behavior or misconduct, can be nothing less than a liability to the contract program.

Section 2 FACILITIES AND EQUIPMENT

A. *Facilities*

1. Forecasting needs

Expanded headquarters or field facilities are sometimes needed for contract law enforcement programs requiring substantial increases in manpower and equipment or more decentralized field operations. Producer agencies contracting for the first time occasionally fail to forecast their needs for additional space and fixtures. Sometimes these agencies have discovered that the offices, storage, parking lot, or garage and gas tank of their department are not adequate to support the new contract program.

Estimates of extra personnel and equipment necessary for the delivery of contract services should be matched against existing facilities. The housing requirements of "process" activities such as booking, records, and evidence should not be overlooked. Potential deficiencies should be identified and corrective action taken. This is a good time to assess facility management practices. It is possible that the present physical plant can be made to serve through improved scheduling of workflow and a more productive use of available space. If so, the expense, inconvenience, and delay of renovation or new construction can be avoided.

2. Establishing new substations

Establishing a new substation should be considered wherever the existing headquarters or substations are not located conveniently to the contract service area. Substations are usually a must in resident programs. A substation in the contract service area:

- Increases departmental visibility, communication, and rapport with citizens and local officials.
- Improves productivity by providing ready access to equipment and supplies and minimizing time spent out of the service area on administrative matters or in transit.
- Provides an additional field facility that can be used to support regular field operations.

If several contracts are foreseeable, it may prove useful to locate the new substation so that it may serve a number of potential service areas.

The construction of a new facility is seldom necessary unless a large quantity of service requiring a number of contract personnel has been purchased. Occasionally an existing law enforcement facility may be occupied. Rented office space usually provides a fully adequate substation. Frequently, the recipient government, if asked, will make space available in the town hall or a nearby public building. Many producer agencies go further and require the recipient government to furnish suitable office space, equipment, fixtures, and utilities. If this is done, the producer agency should make it clear that the substation may be used from time to time by officers performing regular field operations outside the contract area.

3. Avoid use of private residences

Contract personnel living in or near the service area should never be required to conduct department business from rooms in their homes. Not only does this discourage regular working hours and hinder adequate supervision, but many officers resent being forced to expose their families to the inconveniences and hardships of law enforcement work.

B. *Equipment*

1. General and special requirements

Depending upon the quantity and type of service delivery, contract programs frequently require additional items of standard field equipment and, upon occasion, special equipment items must be procured. For example, if a state police department that usually emphasizes statewide traffic enforcement develops a resident trooper to provide general law enforcement services to a small community, it could be forced to acquire additional vehicles to serve as take-home cars and walkie-talkies to support foot patrol and community relations work requiring contract officers to be away from their vehicles. On the other hand, a sheriff's department accustomed to concentrating upon preventive patrol may have to acquire radar units and traffic investigation kits should it become obligated to provide traffic enforcement according to the terms of a selective service contract.

2. Contributions from recipient governments

Sometimes recipient governments desiring "a little extra" in contract service delivery purchase small items of field equipment such as magnetic fingerprint dusting kits and other evidence aids, radar guns, and emergency rescue gear. This equipment is then made available for the use of producer agency contract personnel. These items of equipment can be valuable supplements to the standard inventory, and producer agencies desiring to encourage additional purchases often can do so by apprising recipient governments of state and federal funding opportunities for law enforcement equipment.

Chapter V

THE CONTRACT PROCESS¹

There are many ways to develop a contract program. A few producer agencies have first designed detailed frameworks for contract programs and then initiated negotiations with potential recipient governments. Many other times, however, potential recipient governments have taken the lead and proposed contracting to producer agencies that may have never before considered establishing a contract law enforcement program. The majority of successful producer agencies await contact by potential governments and utilize their existing programs as real world examples of what services are available and how they are delivered. Regardless of who first approaches whom, it is recommended that a standard contract process or "procurement cycle" be followed to structure program development as efficiently as possible.

Section 1

THE SIX STEPS OF THE CONTRACT PROCESS

The contract process consists of six steps. Though in practice there may be some overlap between these steps, they are interlinked, and each step should be largely completed before work is begun on the next. The six steps of the contract process are:

- *Conducting a feasibility study:* The potential recipient government assesses what the local needs for better law enforcement actually are and determines if contracting is the most feasible means to satisfy those needs.
- *Requesting proposals:* If the potential recipient government's determination is in favor of contracting, it adopts a resolution of intent to contract and requests proposals from producer agencies.
- *Developing the proposal:* In response to the request for a proposal, the producer agency provides a statement of its contracting capabilities and a concrete plan for a contract program tailored to the requirements of the potential recipient government; after presenting its proposal, the producer agency stands ready to follow-up with additional information and assistance as requested.
- *Gaining acceptance:* The prospect of contracting may meet active opposition from some groups within the community; even if it doesn't, the average citizen should be informed of what contract law enforcement means to him; to accomplish these tasks, the potential recipient government reaches out to persuade opponents of contracting, if any, and disseminates information to the public.

¹Parts of the material in this chapter were suggested by the Institute of Urban Studies, University of Texas at Arlington, *Handbook for Interlocal Contracting in Texas*, Arlington, Texas: The Texas Municipal League, 1972.

- *Negotiating the contract:* The producer agency and potential recipient government decide exactly what type of contract configuration can best get the job done and draw up the contract — a functional statement of the major components of the contract program serving as a fixed reference point for final program development and implementation.
- *Implementing the contract program:* The producer agency and recipient government collaborate to put the contract program into operation.

Section 2

CONDUCTING THE FEASIBILITY STUDY

A. *Advisory Boards and Gathering Information*

1. Using an advisory board to conduct the feasibility study

Advisory boards can be of great assistance to potential recipient governments considering joining a contract law enforcement program. Although they may be retained to assist in other phases of the contract process, their primary purpose is to conduct the feasibility study and report their findings and recommendations to the potential recipient government. Advisory boards may be established on an informal or formal basis and usually are small in size. Administrative officers and elected representatives often serve on advisory boards, and it is frequently wise to include as members one or more local residents.

2. Sources of information for the feasibility study

Information required for the feasibility study may be gathered from:

- State planning agencies and their regional units.
- State, county, and municipal law enforcement departments.
- National and state associations of public administrators and law enforcement managers.
- Multi-purpose areawide planning bodies such as councils of governments.
- Other local governments.
- Citizens and interested community groups.
- Criminal justice literature.

3. Possibility of outside assistance

It is frequently possible to employ a criminal justice specialist or consultant to provide expert technical advice and assistance to the advisory board or actually to conduct the feasibility study. Potential recipient governments interested in obtaining such outside aid should contact their state regional criminal justice planning unit. Regional planning unit personnel can provide information regarding the sources, costs, and funding procedures for technical assistance. Sometimes the services of a specialist or consultant can be obtained without charge through federally funded programs. Other times financial support may be available through grant monies disbursed by the regional planning unit.

B. *Study Tasks*

1. Assessing local needs

This task requires the adequacy of the law enforcement currently provided to be evaluated against the present and future requirements of the community. This can be accomplished by:

- Specifying the present level of service and the number of personnel required to maintain that level of service.
- Ascertaining if this level of service will change or remain the same (most significant, perhaps, to newly incorporating municipalities)
- Determining crime rates and future trends.
- Gauging citizen expectations.
- Forecasting socioeconomic developments and community growth.

2. Determining if contracting is most feasible

This task involves an inventory and investigation of alternate approaches to obtaining an improved delivery of law enforcement services. There are usually four possibilities.

- Establish or upgrade a local department.
- Contract.
- Develop a structural arrangement with other governmental units to consolidate service delivery.
- Do nothing and hope "things will get better."

These alternatives must be ranked according to the criteria of cost, effectiveness, and administrative and political feasibility.

Section 3 REQUESTING PROPOSALS

A. *Resolution of Intent*

If it is determined that contracting is the most feasible means of satisfying local law enforcement needs, the legislative body of the recipient government should adopt a resolution expressing its willingness and ability to contract for law enforcement services and designating the officials authorized to conduct negotiations. Such a resolution is advisable because it assures possible producer agencies that the recipient government's request for proposals is truly a serious inquiry warranting a serious response.

B. *Requesting Proposals*

Requests for proposals are frequently made orally; however, this practice is not recommended. To enable producer agencies to be fully responsive to the recipient government's requirements, it is best to prepare a brief statement in which the recipient government draws upon the results of the completed feasibility study to specify:

- Its law enforcement problems and priorities.
- The quantities and types of services it desires.
- What it is prepared to pay for these services.
- When it wants to get the program underway.

Section 4 DEVELOPING THE PROPOSAL

A. *The Capability Statement*

1. The capability statement provides a general understanding

The producer agency's proposal should begin with a statement of its capabilities. In developing a capability statement it should be assumed that the reader has very little detailed knowledge about the producer agency in general and contracting in particular. The statement should, as clearly and concisely as possible, provide the potential recipient government with a general understanding of the producer agency, contract law enforcement, and the producer agency's ability to deliver law enforcement services under contract.

2. Information that might be included

A contract law enforcement capability statement might include:

- a narrative on the producer agency in general
 - personnel
 - organization
 - functions
 - operations and services
- An explanation of contract law enforcement.
 - what contract law enforcement is
 - history and scope of contract law enforcement locally
 - legal authority for contract law enforcement
 - most important advantages and disadvantages of contract law enforcement
- Contract law enforcement as it relates to the producer agency.
 - why the producer agency is interested in providing services under contract
 - services available
 - how services would be costed
 - summaries of existing contracts with other recipient governments

B. *The Program Plan*

1. The program plan provides a blueprint

When a capability statement is general, the program plan entails providing the potential recipient government with a blueprint of one or more alternate contract programs specifically designed to meet its needs. A well thought-out program plan should provide the potential recipient government with all the basic information it requires to go forward with a final assessment of the desirability and feasibility of entering into a contract with that particular producer agency.

2. Essential questions that must be answered

The program plan should be designed to fully and accurately address anticipated concerns and interests that the potential recipient government probably has regarding contracting with the producer agency. The following question and answer format could be used to develop or present the basics of the program plan:

1. What quantities and types of services should be purchased?
2. How are these services costed? Billed?
3. Is the recipient government expected to contribute facilities and equipment?
4. What kinds of enforcement responsibilities will the producer agency undertake?
5. Who will have the primary responsibility for program policy and management? In which areas? Who has the final say? Why?
6. If officers are provided under contract, how are they trained and what are their capabilities?
7. What should be their days and hours of work and what duties would they perform?
8. Under what circumstances, if any, would these officers be required to leave the community to perform tasks elsewhere?
9. Would arrangements be made to cover the community when the officers provided under contract are off duty, sick, on vacation, or performing official duties elsewhere?
10. What kind of back-up is available should a serious incident occur?
11. How will these officers be supervised by the producer agency?
12. To whom will they report?
13. How would the program be coordinated?
14. How would special requests for service be handled?
15. In the event of a problem with an officer, how would the producer agency work with the recipient government to achieve a solution?
16. Would the recipient government have any say in the selection process in the first instance?
17. When must the contract be renewed?
18. What liabilities, if any, does the recipient government assume for wrongful acts committed by the producer agency personnel?
19. How can the contract be terminated?

3. The importance of frankness

In preparing its program plan the producer agency must answer these questions with frankness and realism. It must propose to do only what it can do. Experienced producer agency managers are quick to point out that unfulfilled promises sooner or later poison the contract relationship and damage the reputation of the producer agency.

C. The Follow-up

Having developed the proposal, the producer agency should present it to the potential recipient government and stand ready to follow-up with additional information as requested. This is an excellent opportunity to lay the groundwork for a good working relationship with the potential recipient government. The burden is upon the producer agency to clearly establish that it is a reliable

and responsive source of expertise in law enforcement. This can only be done if the producer agency demonstrates that it is sensitive to the needs of the potential recipient government. At all times its attitude must be cooperative and helpful. A "hard sell" is to be avoided — as a voluntary arrangement, contracting should never be, or appear to be, forced.

Section 5 GAINING ACCEPTANCE

A. Soliciting Citizen Support

Once the producer agency and potential recipient government have agreed to establish a contract relationship, it may become necessary to solicit the support of the citizenry. The prospect of contracting for law enforcement services may or may not stir up active opposition. Even if it doesn't, the average citizen still should be informed of what contract law enforcement means to him. The citizens of the recipient government are the final arbiters of what is most desirable and feasible for them, and the success or failure of contract law enforcement is immediately and directly dependent upon community acceptance.

B. Overcoming Opposition

1. Techniques used to overcome opposition

If opposition to the proposed contract program is encountered, advocates of contracting should be encouraged to speak out and the opponents of contracting should be reached and persuaded wherever possible. How this can be done most successfully will depend upon the situation. Techniques used to convert or overcome opposition have ranged from the very unusual, for example, hiring the services of a professional debater, to the more familiar, such as press releases and personal contact on a one-to-one basis with leading opinion-makers in the community.

2. Promote understanding and stress positive merits of proposed program

There are two very important things to remember when dealing with opponents of contract law enforcement. First, opposition frequently is caused by a lack of understanding. Contract law enforcement is of recent origin and given the intense public aspect of the law enforcement function, it is very easy for some citizens to be both uninformed and concerned. For this reason, the recipient government must seek to reach these citizens and provide them with the information necessary to promote a knowledgeable appreciation of the proposed contract program.

Secondly, stress must be placed upon the positive merits of the proposed contract program — needless acrimony and disparagement of opponents should be avoided. Ruthlessly beating down opposition may succeed in getting the contract program accepted in the short run, but also may cause festering ill will that can cripple the contract program at a later time.

Section 6 NEGOTIATING THE CONTRACT

A. Negotiations

There is little or no difference between negotiating contracts for law enforcement services and negotiating governmental contracts for other types of services or goods. Generally, negotiations can be most productively conducted in five simple steps:

- Preliminary negotiations are opened to identify possible terms and conditions in the contract, develop an agenda for further discussion, and decide which party is to draft the contract instrument.
- A tentative draft of the contract is prepared and provided to all parties.
- Each party reviews the tentative draft, assesses its legal and substantive implications, and prepares suggested revisions.
- A final negotiation session is held to work out differences and reach agreement on the content of the revised contract.
- Resolutions are adopted approving the contract and authorizing signatures, signing, attestation, and recording follow.

B. Drafting the Contract

1. The contract is much more than a legal instrument

The contract signed by the program participants is a legal instrument. But it is much more than that. The contract is a functional statement of the essential components of the program — a fixed reference point guiding final program development and implementation. The contract is the fundamental management tool of the contract relationship. As such, it must be drafted in a practical way by practical people.

2. Simplicity and directness is essential

The contract should be simple and straightforward. It should be written in plain everyday language. Stick to the basics and use as few words as necessary. As it is impossible to provide for every minor detail, the contract participants should not attempt to do so. Long-winded and complex contracts serve no useful purpose, incite misunderstandings, and hinder flexibility.

3. The producer agency should develop the contract's substantive content

Because of its expert knowledge of law enforcement, the producer agency should, and usually does, bear the major working responsibility for developing the substantive content of the contract — the all-important operational provisions. As one contract may lead to another, the producer agency may find it useful to prepare a basic contract form containing the essential elements of a contract program. This is sensible management assuring that a necessary degree of uniformity is maintained throughout the producer agency's entire contract program, regardless of how many recipient governments may sign up in the future.

4. A suggested tentative draft for preliminary negotiations

There is no one contract that can satisfy the requirements of contract participants everywhere, and contracts for law enforcement services are seldom alike. There are, however, certain provisions that should be included in every contract. An Agreement for General Law Enforcement Services, Exhibit 20, is a suggested tentative draft for preliminary negotiations that contains provisions thought mandatory or highly desirable by many contract participants. This exhibit is intended to be used as a guide only. It is not the only way to write a contract, but it should prove helpful in focusing discussions upon essential terms and conditions.

Exhibit 20

AN AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES

This agreement is entered into this _____ day of _____, 19____, by and between _____ County, hereafter referred to as the County; the County Sheriff, hereafter referred to as the Sheriff; and the City of _____, hereafter referred to as the City.

1. STATEMENT OF AGREEMENT

The County and its Sheriff agree to provide general law enforcement services to the City, and the City agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this agreement.

2. LEGAL BASIS

This agreement is authorized by the provisions of _____ of the State of _____.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services consist of patrol and investigation and all auxiliary and technical service now produced by the Sheriff's Department in support of patrol and investigation. All references to general law enforcement services contained in this agreement are references only to services that shall be delivered under the terms of this agreement.

4. DELIVERY OF SERVICES

- 4.1 *Service Area:* The Sheriff shall provide general law enforcement services within the corporate limits of the City.
- 4.2 *Enforcement Responsibilities:* The Sheriff shall enforce State statutes, County ordinances, and ordinances of the City that are of the same type and nature as ordinances of the County enforced by the Sheriff. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the charter of the County and the statutes of this State.
- 4.3 *Quantity of Service:* The Sheriff shall deliver _____ hours of general law enforcement services each _____ in addition to law enforcement services now delivered to the City by the Sheriff.

- 4.4 *How Delivered:* The Sheriff shall provide_____deputies in_____patrol cars who shall patrol the City_____days per week for_____hours each day.
- 4.5 *Reporting:* The Sheriff shall provide to the City a monthly report of activities generated as a result of this contract. This report shall include response times and the number of calls for service, reported crimes, arrests, crimes cleared by arrest, traffic citations, court appearances, and items of recovered property.
- 4.6 *Service Management:* The planning, organization, scheduling, direction, and supervision of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to the City shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the City.
- 4.7 *Responsiveness:* The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices.
- 4.8 *Dispute Resolution:* Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the City shall be resolved by the Sheriff, whose decision shall be final and conclusive.
- 4.9 *Coordination:* The City and the Sheriff shall each designate a specific individual and alternates to make or receive requests and to confer upon matters concerning the delivery of general law enforcement services to the City.

5. RESOURCES

- 5.1 *County Responsibilities:* Except as otherwise stipulated, the County shall furnish all labor, equipment, facilities, and supplies required to provide general law enforcement services to the City.
- 5.2 *City Responsibilities:* The City shall provide and maintain an office and parking space suitable for the use of the Sheriff's personnel providing general law enforcement services to the City. The City further agrees that the Sheriff may also use these facilities as needed to provide law enforcement services to surrounding areas.
- 5.3 *Individual Ownership:* The County and the City shall retain title to the property each may acquire to fulfill its obligations under this agreement. Upon the termination of this agreement, each party may dispose of its property as it sees fit.

6. LIABILITY

- 6.1 *County:* The County shall assume liability for, defend against, and secure the City from all costs or damages for injury to person or property caused by the negligence or intentional misconduct of the Sheriff's personnel in providing or failing to provide general law enforcement services to the City.

- 6.2 *City*: The City shall assume liability for, defend against, and exempt the County from all costs or damages for injury to person or property caused by the City.

7. PERSONNEL

- 7.1 *Employee Status*: All persons employed by the Sheriff in providing general law enforcement services to the City shall be County officers or employees, and they shall not have any benefit, status, or right of City employment.
- 7.2 *Payment*: The City shall not be liable for the direct payments of salaries, wages, or other compensation to County officers or employees providing general law enforcement services to the City.
- 7.3 *Indemnity*: The City shall not be liable for indemnity to any County officer or employee for injury or sickness arising out of his employment in providing general law enforcement services to the City.

8. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this agreement, every County officer or employee engaged in providing general law enforcement services to the City shall be considered an employee of the City. This provision shall be implemented by a City ordinance.

9. FEES

- 9.1 *Total Sum*: The City shall pay the County the Total sum of _____ in _____ equal monthly installments of _____ for general law enforcement services delivered during the term of this agreement.
- 9.2 *Computation*: This total sum shall not include expenses attributable to services or facilities normally provided to all cities within the County as part of enforcement duties and functions customarily performed by the Sheriff under the charter of the County and the statutes of this State.
- 9.3 *Adjustment*. The County may adjust the total sum in accordance with changes in the costs of providing general law enforcement services. The County shall notify the City in writing of each adjustment. The adjusted rate shall become effective on the 1st of the next calendar month following the date of notice.
- 9.4 *Billing and Payment*: The County shall bill the City within ten days after the close of each calendar month for all general law enforcement services provided during that month. The City shall pay for these services within twenty days after the date of the County's billing.
- 9.5 *Delinquency*: If the City does not make payment within thirty days after the date due, the County may terminate this agreement. The City shall be liable for general law enforcement services rendered to the time of termination.

10. TERM

This agreement shall take effect on _____ and shall continue through _____.

11. TERMINATION

This agreement may be terminated at any time by any party upon sixty days written notice to the other parties of its intention to withdraw.

12. RENEWAL

Unless terminated, this agreement shall be renewed automatically for successive terms of _____.

13. EXECUTION

Signatories: The parties hereto have executed this agreement the day and year first written above.

ATTEST: _____ COUNTY OF _____

By _____
Chairman, Board of County
Commissioners

Sheriff

ATTEST: _____ CITY OF _____

By _____
Mayor

Section 7 IMPLEMENTING THE CONTRACT

A. The Planning Session

1. One or more planning sessions are necessary to coordinate program implementation

Though contract implementation should not be troublesome if the preceding steps of the contract process have been carefully followed, planning is important. Implementing the contract basically is putting contract personnel into the field. Depending upon the size and complexity of the program, a single planning session among the contract participants — or a series of planning sessions — may be required to coordinate program implementation in the contract service area in the best possible manner.

2. The recipient government must be fully informed

During the course of this joint planning effort, the recipient government should be provided with an outline describing how operations will be initiated and conducted during the first few critical weeks. Comments should be sol-

icited and, if unexpected objections come to light, now is the time to hammer them out. The essential consideration is that the recipient government be fully informed as to the "Who, What, When, Where, and Why" of getting the program underway.

B. The Most Immediate Objective of the Producer Agency

From the standpoint of the producer agency, its most immediate objective in program implementation is to demonstrate to the recipient government and its citizens that producer agency personnel provided under contract are their law enforcement officers working for their benefit and that these officers are going to do a good job for their community. Every officer assigned to the new contract service must be made aware of the importance of his individual contribution to a sound contract program, and that this program can only be founded upon the confidence and respect of the community served.

Selected Readings Concerning Contract Law Enforcement

Advisory Commission on Intergovernmental Relations. *A Handbook for Interlocal Agreements and Contracts*. Washington, D.C.: U. S. Government Printing Office, 1967.

Describes interlocal agreements and contracts.

_____. *For a More Perfect Union - Police Reform*. Washington, D.C.: U. S. Government Printing Office, 1971.

Enumerates briefly ACIR recommendations and findings together with examples of draft legislation to serve as a point of departure for those states wishing to amend their statutes in accordance with the recommendations.

_____. *Performance of Urban Functions: Local and Areawide*. Washington, D.C.: U.S. Government Printing Office, 1963.

Identifies urban functions appropriately performed on an areawide basis and those performed by individual local governments with an eye toward providing administration of urban services and a methodology for self-evaluation.

_____. *State Local Relations in the Criminal Justice System*. Washington, D.C.: U.S. Government Printing Office, 1971.

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