

Contracting for Law-Enforcement Services: Perspectives from Past Research and Current Practice

Jeremy M. Wilson

Alexander Weiss

Steven Chermak

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Preface

The Program on Police Consolidation and Shared Services (PCASS) at the Michigan State University (MSU) School of Criminal Justice develops resources to assist communities as they explore options for delivering public-safety services. These resources do not advocate any particular form of service delivery but rather are designed to help communities determine for themselves what best meets their needs, circumstances, and desires.

PCASS resources include reports, journal articles, presentations, books, commentary, and policies regarding, among other topics, police mergers, regionalization, public-safety consolidation, shared services, and, the topic of this report, contracting for law-enforcement services. MSU research on all forms of police consolidation is ongoing. This report summarizes research to develop lessons about contracting from previous literature and recent experiences. For more information about PCASS and its resources, please visit policeconsolidation.msu.edu

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Introduction

Police agencies in recent years have had increasing difficulty maintaining proper staffing levels and delivering certain functions, particularly those related to community policing and problem-solving activities (Wilson and Weiss, 2012). Most police agencies in 2012 reported experiencing budget cuts in the past year, and 40 percent anticipated cuts in the forthcoming year (Police Executive Research Forum, 2013). Such cuts have been ongoing; in 2010, more than three-fourths of police agencies indicated they had experienced cuts.

Though, historically, communities have been reluctant to cut public-safety services, in recent years they have increasingly sought savings in such services for several reasons (Wilson and Grammich, 2012). Public-safety services often represent the largest portion of a community's budget, with personnel costs representing 80 to 90 percent of a police or fire budget. As a result, cost reductions for such agencies almost always involve reducing personnel. Yet public-safety collective-bargaining agreements often reduce management flexibility. Many labor contracts, for instance, mandate minimum staffing levels. Public-safety employees have also garnered public support for maintaining service delivery.

Conventional strategies to conserve resources in the face of such constraints have ranged from hiring freezes and cancellations of academy classes to furloughs and even layoffs (Police Executive Research Forum, 2009; Wilson et al., 2010). Budget deficits are also causing cuts in programs such as those for community policing and problem-solving activities (Police Executive Research Forum, 2009; Lewis, 2009; Simmons, 2010; Sward, 2008). Coupled with increasing demands for law-enforcement agencies to provide such services as well as homeland security and other emerging issues, these actions will expand the unmet demand for police services (Wilson, 2012).

In response to such pressures, many communities have also sought to consolidate their demand for public-safety services in some way. This may include coordinating law-enforcement services with other communities, within a community, or sharing resources across communities. Research specifically identifying the degree and type of consolidation occurring in the last decade

is scant, but there is much anecdotal support of growth in consolidation of all types, given the significant number of news stories discussing the significance of this issue (Chermak, Scheer, and Wilson, forthcoming).

Efforts have been as varied as consolidating police and fire services into a single agency to contracting with other governments for the provision of police services (Wilson, Weiss, and Grammich, 2012; Wilson and Grammich, 2012). Within these broad efforts there are many variations. For example, contracting may range from that for a few select functions such as communications to full crime-prevention and patrol efforts, with contracted providers typically other governments but sometimes private for-profit enterprises as well (Fixler and Poole, 1988; Girth et al., 2012).

In this document, we review in more depth municipal contracting with other governmental agencies, typically a sheriff's office, as an option for the provision of police services. Such contracting dates back at least to the 1950s, when the Los Angeles County Sheriff's Department offered services to municipalities seeking to reduce their costs (Lloyd and Norrgard, 1966). Often law-enforcement agencies have sought to share services as technology emerges or new problems evolve that transcend communities or require more resources than a single academy can afford, with such efforts sometimes resulting in a full merger between adjacent jurisdictions or across a region.

In recent years, contracting has been widespread, used most frequently in Arizona, California, Florida, Illinois, Minnesota, Ohio, Oregon, Vermont, and Washington (Nelligan and Bourns, 2011). Within these states, the Los Angeles County, California, Sheriff's Department (2009) provides contract law-enforcement services to 40 communities, while the King County, Washington, Sheriff (2013) offers contract services to nearly 20 cities and special jurisdictions. In some communities, officials have permanently dismantled their police departments and initiated contracts for police services with their county's Sheriff's offices (Police Executive Research Forum, 2013; McKinley, 2011; Vives, Gottlieb, and Becerra, 2010; Martindale, 2010).

Despite the growth and importance of contracting and similar consolidations, there has been limited scholarly work on it. Historically, related research has focused on whether and how police consolidation affects the quality and efficiency of police services (Krimmel, 1997; Lithopoulos and Rigakos, 2005; McDavid, 2002; Simper and Weyman-Jones, 2008, Southwick, 2005, Wilson and Grammich, 2012; Wilson, Weiss, and Grammich, 2012). Although MSU researchers, in compiling resources for the Program on Police Consolidation and Shared Services, have identified hundreds of resources on consolidation, contracting, mergers, and other shared-services programs, many of these are several decades old, or written by private consultants, with few published in peer-reviewed publications. Similarly, although consolidation affects communities of varying size, it appears to be considered more earnestly in smaller communities. This is significant because most U.S. law-enforcement agencies are relatively small, with fewer than ten sworn personnel (Reaves, 2010). Yet much research on policing has ignored smaller agencies and the issues they encounter in delivering police services. While research on contracting is growing, there remain a relatively small number of empirical studies that consider its efficacy and impacts, and only a few published in recent years (Andrew, 2009; Carrizales, Melitski, and

Schweitzer, 2010; Colby, 1982; Kirlin, 1973; Mehay, 1979; Mehay and Gonzales, 1985; Misner, 1961; Skoien and Vernick, 1978; Shoup and Rossett, 1969; Deacon, 1979; Nelligan and Bourns, 2011).

To provide an overview of contracting and the questions associated with it, we drew on two types of resources. First, we reviewed the existing literature to identify what others have already learned about contracting and related issues. Second, we conducted a focus group regarding contracting by Michigan sheriffs as well as frequent informal discussions with public-safety officials in Michigan and elsewhere. Our focus group included Michigan sheriffs, deputy sheriffs, and a representative of the Michigan Sheriffs Association, all of whom have extensive experience in contracting. Our discussions with practitioners used a grounded-theory approach (Glaser and Straus, 1967; Singleton and Straights, 2010), whereby we used a loosely-structured interview protocol and discussion format to elicit information from the field. This yielded rich detail from which we identified themes, patterns, and lessons regarding contracting throughout the United States.

We next turn to development and implementation of contracting in three states where it has been practiced widely: California (particularly southern California), Washington (particularly King County), and Michigan. We then review some common themes from these practices, including advantages and disadvantages to contracting there, as well as some additional literature on the practice of intergovernmental contracting for law-enforcement services. We conclude with some lessons for policymakers wishing to contract for law-enforcement services in their own communities.

Contracting Case Studies and Outcomes

California

One of the earliest and certainly the largest provider of contract law-enforcement services is the Los Angeles County Sheriff's Department (2009). Contract services in Los Angeles County started in 1954 when the Sheriff's Department agreed to provide services to the City of Lakewood. Under what became known as the "Lakewood Plan," the city "expected to provide most of its normal services either by contract with the county government or by electing to remain within certain special purpose districts" (Misner, 1961). The law-enforcement services provided under this plan originally included basic law enforcement, traffic, school crossing guards, bicycle license enforcement, and school safety. This plan is now "a model for incorporation" that has been adopted widely (Los Angeles County Sheriff's Department, 2009). In fact, nearly half the cities in Los Angeles County contract with the Sheriff's Department, with nearly three in ten municipalities across the state also contracting for law-enforcement services (Los Angeles County Sheriff's Department, 2009; Nelligan and Bourns, 2011). The contract system allows each municipality to decide what model best fits its needs. In addition to municipalities, the Sheriff's Department will contract with schools, private businesses, and trial courts where appropriate.

Given the widespread use of the Lakewood Plan, it has been studied widely as well (Kirlin, 1973; Mehay, 1979; Mehay and Gonzales, 1985; Misner, 1961; Shoup and Rossett, 1968; Deacon, 1979; Nelligan and Bourns, 2011). Misner (1961), in one of the earliest studies of the plan, concluded "police service

contracts represent a convenient, economical, and practical solution to many of the problems of police integration. Since they are voluntary instruments, police service contracts hold more promise than do some more 'ideal' approaches to the problems of metropolitan or regional law enforcement.”

A more recent analysis found that, within California, contracting was more likely to occur in the southern part of the state than elsewhere, that contract cities tended to be newer, less populous and dense, wealthier, and with higher levels of business activities (Nelligan and Bourns, 2011). An analysis of a referendum on contract policing found wealthier, home-owning, and higher-crime precincts favored contracting, while those with more college-educated residents opposed it (Finney, 1999).

Over time, contract-city residents have paid, on average, about three-fifths of what residents in cities with their own police departments paid for police services, and yielded other economic benefits as well (Nelligan and Bourns, 2011; Colby, 1982; Deacon, 1979; Kirlin, 1973; Skoien and Vernick, 1978). Costs may vary by county, with some cities experiencing economies of scale; costs may also be lower in contract cities because of the need for less police work, resulting from lower crime rates, there (Nelligan and Bourns, 2011).

Exactly what cities should pay for contracting services has evolved over time (Nelligan and Bourns, 2011). In the early days of contracting, the Los Angeles County sheriff offered contracts to cities at very favorable terms, but independent cities pressed for contract cities to pay more proportional costs for service. More recently, the sheriff has used a statistical model to calculate both direct and indirect costs.

Research on the quality of police services in California contract cities has shifted over time. Mehay (1979) contended that contract cities have higher crime rates and lower arrest rates, which he attributed to fewer crime-prevention services being offered in exchange for lower costs. More recently, Nelligan and Bourns (2011) found lower crime rates but more felony and misdemeanor arrests in contract cities. Similarly, Colby (1982), in an analysis of contracting in Burbank, Illinois, found significant cost savings without any impact on arrest and clearance rates.

Washington

Contracting is prevalent in King County, the most populous county of Washington state. The King County Sheriff's Office has provided contract services since 1973, with its first contract being with the city of North Bend, Washington (King County Sheriff, 2013; Wilson and Grammich, 2012). Contracting services grew rapidly after passage of the 1990 Growth Management Act in Washington state. Among the ultimate effects of this act was incorporation of several new cities in need of police services. The sheriff's office, seeing this, had “not an altruistic but survival” motive for offering further contract services, in the opinion of Sue Rahr, a former sheriff, especially given the near “disappearance” of the Multnomah County, Oregon, sheriff's office after similar legislation there (Wilson and Grammich, 2012). Some King County municipalities may have viewed contracts as a “stepping stone” to a stand-alone department, but, over time, contracting has become a seemingly permanent solution to providing local policing services (King County Sheriff, 2013).

One of the earliest issues the sheriff's contracting program had to confront was local control (Wilson and Grammich, 2012). The sheriff's office lost a contract with the city of Federal Way when it was

unwilling to accommodate the city's desire "to have officers look like they belonged to the city," Rahr said (Wilson and Grammich, 2012). Since then, the sheriff's office has worked with contract cities on uniforms, markings, and other municipal-branding issues. This, Rahr claimed, results in better perception of services, with residents perceiving more cars and better service in its community when the markings of the contracted services changed, even though the personnel did not change (Wilson and Grammich, 2012).

The sheriff offers both countywide services, such as bomb disposal, court security, search-and-rescue, and sex-offender registration, paid by county tax dollars, and more specific local services, such as patrol, SWAT, and 911 services, paid by tax dollars of contracting jurisdictions (Wilson and Grammich, 2012). Cities choose the local police services they wish to receive, matching them with local priorities (King County Sheriff, 2013). The King County Sheriff's Office currently has contracts to provide police services with twelve cities and towns, as well as contracts to provide services to transit police departments, a tribal police department, school districts, and other specialty and seasonal services.

In addition to their own branding, municipalities may select their own police chief from among sheriff's employees (Wilson and Grammich, 2012). A contracting city works with its chief, the primary contact with the sheriff, to determine police priorities. The chief, Rahr said, "is part of the civic structure" in a contracting city. Contract cities may also help select personnel (King County Sheriff, 2013). Cities may provide office space to officers, who are accountable to the city and its citizens and take part in community events and meetings.

Because contract employees are sheriff's deputies, the county and contracting cities save money through cross-dispatching (Wilson and Grammich, 2012). "Citizens don't say a word when 'blue' [a contract city officer] or 'green' [a sheriff's deputy not on contract] comes to the door," Rahr said.

Contracting cities negotiate together with the sheriff and operate under identical terms that still allow some flexibility (Wilson and Grammich, 2012). Contracts provide for flex services (provided by deputies in green sheriff's uniforms), shared supervision (a mix of shared supervisors, some in green uniforms and some in blue), and city services (precinct-level services provided by officers in blue uniforms dedicated to the city). The interlocal agreement is automatically renewed annually unless renegotiated or terminated.

The contract relies on average rather than marginal costs, and includes officer pay and allowances, communications support, and proportional share of additional police services such as SWAT (Wilson and Grammich, 2012). The sheriff has been able to provide services at a lower average cost per capita, \$174 per capita in contract cities in 2010, than that of police services in other King County cities, \$347 per capita in 2010 (Sotebeer, 2012). While the county may not profit or give away services, the sheriff's office has seen nearly all its discretionary growth in expenditures in the past decade offset by contracting services.

The finances of contracting can vary by jurisdiction within the county (Wilson and Grammich, 2010). Sheriff contracting for transit police, for example, has been more financially successful than that for

cities, but contracting for the King County International Airport has required officers cross-trained as firefighters (due to FAA regulations), increasing costs.

While both the sheriff and contracting cities appear to be satisfied with the arrangement, as demonstrated by the number of cities holding contracts and their renewal, contracting officials will continually have to monitor concerns (Sotebeer, 2012). These may include concerns about local control, overhead and labor costs exceeding the scope of the contract, management and accountability, citizen perception of service quality, conversion costs, lack of political cooperation, potential legislative hurdles, loss of services, and the cost of entry, or even “buyer’s remorse,” with cities finding it difficult if not impossible to restore their own services once opting for contracting.

Michigan

Though Michigan has been in the forefront of several police-consolidation issues over time, these issues have become even more salient in recent years (Wilson and Grammich, 2012). The state’s Council on Law Enforcement and Reinvention has held wide-ranging discussion on law enforcement and public safety, related criminal-justice services, and consolidation and regionalization of services. The Council’s efforts are part of a broader move to replace statutory revenue sharing with an Economic Vitality Incentive Program, under which communities qualify for state funding based on their adoption of best practices for accountability and transparency, consolidation of services, and employee compensation.

As elsewhere, sheriffs fulfill many contracts for law-enforcement services in Michigan. The role of the sheriff in providing police services varies by state. In many states, incorporated municipalities are required to provide police services, while unincorporated areas receive law-enforcement services from the county sheriff. In other states, the sheriff is responsible for the county jail and court administration and security but not road patrol, while state police may provide services to communities without their own police departments.

The situation in Michigan is unique for two reasons. First, given Michigan’s system of townships, there are no unincorporated areas in the state. Second, Michigan courts have indicated that sheriffs are not obliged to provide road patrol. Rather, the sheriff need only “exercise reasonable diligence to (1) keep abreast of those areas inadequately policed [by local authorities], (2) monitor criminal activity or unusual conditions in the county, and (3) respond professionally to calls for assistance from the citizenry” (*Brownstown Township v. Wayne County*, 1976).

As a result, there is significant variation in how Michigan sheriffs provide services. In some counties, sheriffs only provide contracted road patrol. In others, sheriffs provide a base level of services through the general fund and additional services to communities as contracted. In still others, communities may provide their own law-enforcement services, but contract for specialized services from the sheriff.

In Oakland County, which has had contract-policing communities since the 1950s, the sheriff currently provides contract law-enforcement services to ten townships, three cities, and two villages; altogether, nearly 300,000 citizens receive full-service police protection from the Oakland County Sheriff (n.d.). In neighboring Washtenaw County, the Washtenaw County Sheriff’s Office (2014) provides contract policing to nine townships and two villages. In Kent County, the fourth-most populous county in the

state, the county sheriff has primary law-enforcement responsibilities for 21 townships and manages ten contracts for patrol services that account for 36 deputies, about one-third of the uniform staff.

In Oakland County, contracts are typically for three years.¹ While the contract is designed to recover full costs, the sheriff's office claims its cost is usually 15 to 30 percent less than what the local municipality would incur for providing its own services. Reasons for the lower costs include lower benefits overhead and consolidated jail, records, and dispatch services. The county claims it has not had a contract cancellation in nearly four decades. Contractors may also request a new deputy if the assigned one does not appear to be a good fit.

Recently, the county assumed police services in Pontiac, Michigan, a city of approximately 60,000 residents which ceded policing responsibilities to the county in the face of growing fiscal difficulties. (For more on Pontiac, see Oosting, 2011.) The Oakland County Sheriff absorbed all Pontiac police employees, bringing back those who had been laid off, and adding some new ones. Prior to the transition to contract services, Pontiac policing cost approximately \$12 million annually, with response times close to one hour. After contracting, costs were reduced to about \$10 million, with response times reduced to nine minutes and employee morale improved.

While Oakland County retained Pontiac police employees, counties typically keep employees only at their own discretion and based on performance, cost, and other employee and system characteristics. As a sheriff's staff absorbs new employees, not all may be recognized as part of the organization's culture, but the new employees typically are very supportive because they realize contracting is making the local police organization typically larger.

Sheriff's offices in Michigan often have to manage concerns that contracting provides a lower level of service. In Holland Township, Michigan, for example, the county sheriff claims to provide police services at a lower cost than in the city of Holland, but residents of nearby communities perceive sheriff's services would be of lower quality and hence have resisted contracting.

Michigan sheriffs recognize they need to match services communities already have when contracting. Often, residents may not care who shows to help as long as they get help, but local administration may care. Participants in a focus group also noted that models of service must match the community, with, for example, Oakland County in suburban Detroit and many separate communities likely needing a different model than Kent County more focused on its own central city of Grand Rapids. Communities, they said, may have a blanket model, but will need to adapt it to particular community needs.

While contracting presents its challenges to cities and their employees, both can benefit from it over time, in the view of Michigan sheriffs. Contracting can create a seamless law-enforcement agency, making communities feel they are getting more coverage. Contracting can also offer a greater career ladder to local police employees, as well as more opportunities for training, such as that in medical-response services, that benefit the community as well.

¹ The information here and below is drawn from a focus group held among Michigan sheriffs, deputy sheriffs, and a representative of the Michigan Sheriffs Association, on January 23, 2013.

Unlike the sheriff in King County, Washington, Michigan sheriffs typically do not allow local communities their own branding. Though contracting agencies may keep local decals to give citizens a sense of local service or support, more typically they will not allow individual community branding. Rather, they seek to develop branding that emphasizes one seamless organization, and would typically refuse a contract with a community seeking to keep its own branding.

When approaching a contract, Michigan sheriffs will typically determine the base level of service needed for a community and calculate the cost for it. While sheriffs may offer additional services that communities desire, they will not enter into contracts to provide less than the minimal base services they believe are needed, because they believe both their service and the perception of their contracting would suffer. Sheriffs will also ask the motivation for contracting, and will seek to avoid being used, for example, as a means to force union employees into a concession. (See, for example, Schuch, 2011.)

Common Themes in Contracting

Literature and case studies point to several common themes in contracting. These include reasons for contracting, local control, economics of contracting, and other advantages and disadvantages. We review these below.

Reasons for Contracting

Communities may contract for police services for many reasons, most of which are related to resources. A common justification for contracting is that a community has grown large enough that it sees the need to provide more policing services than it is receiving. Should costs for starting its own department be prohibitive, communities may choose to contract with the sheriff for protection. Experience of other communities may influence such a decision. Similarly, growing communities that have relied on the sheriff for a base level of protection may view contracting as a logical choice to enhance their current level of service.

Contracting may provide an opportunity to enhance both the level and quality of service delivered. By contracting, a community can receive not only the benefits of the contract deputies assigned to it, but also investigations, forensics, traffic-enforcement, and crime-analysis services of the county sheriff. They may find that the breadth and depth of experience in the larger department far exceeds their own.

In offering a contract, a sheriff's office, as noted, will generally conduct an analysis to determine the appropriate staffing level, identifying the resources required to meet what the sheriff believes to be necessary to meet community requirements. In a small community, this can be as simple as defining a minimum staffing level, such as two deputies on duty at all times. In a larger community, needs may be complex and require a wide array of services.

Communities contracting for services may find they can provide equivalent services with fewer staff than they had employed in a stand-alone entity. There are several reasons for this. First, the American policing system is highly fragmented, leading to a significant duplication of local services that consolidation through contracting can mitigate. Communities may, for example, provide capacity for

rare events that far exceeds their true needs. By contracting with a larger agency with specialized capabilities as needed, communities can better focus their resources on base law-enforcement services.

Second, contracting can make more efficient use of staffing resources, especially in communities with local law-enforcement agencies governed by minimum staffing levels. Such levels may be defined by collective bargaining but more often are driven by policy and practice. Such levels assume departments are autonomous and cannot rely on nearby agencies for resources. This may lead to communities setting staffing levels at an unnecessarily high level. Sheriffs with resources in the area adjacent to the contract community may determine fewer officers are needed on duty and that backup and supervision from others can provide additional resources when needed.

Local Control and Identity

Though they may differ in approach to such issues as branding, contract-service departments are sensitive to the idea of local control. They understand local leaders want to maintain input on how services are provided. To accomplish this, a sheriff may assign a senior member of the department to direct the contract-community police cadre. This member of the department effectively serves as a local chief of police and as a liaison to the community. Contracts may also specify circumstances under which local communities can request removal of a deputy. Oakland County, for example, has policy stating an “elected official need only” request transfers if necessary, given that “not all employees fit into all areas.”

Success in contracting also depends on setting reasonable expectations. Communities may have few officers assigned to them under contracting, but they may also decide to procure more or fewer services under contract or even choose an alternative to contract law-enforcement services. Very few communities have found contract services to be so unsatisfactory that they have turned away from them, although costs of doing so may also prevent this. Communities may also request a lower staffing level than the contracting-service provider estimates is necessary for effective service, but, as noted, those providing service generally refuse to enter into such agreements (see also Wilson, Melekian, and McCullough, 2013).

Economics of Contracting

As noted, sheriffs differ in how they price contract services. The principal difference is whether the county seeks to recover all costs for providing service.

Some counties use a “fully loaded” rate that includes both direct and indirect costs. For example, a recent contract between Washtenaw County and the Village of Dexter (2012) states that “local jurisdictions must share paying the responsibility for the service” and “that the Village shall contract for three (3) Police Service Units (PSU) from the Sheriff to provide road patrol and other law enforcement services to the Village.” It defines a PSU as “the services of one Sheriff’s deputy plus all necessary support to keep that deputy on the road.” For 2014, a PSU cost \$153,621.

Other departments use different approaches to contracting. Some, for example, only charge for the direct costs (e.g., salary, fringe benefits, fleet, uniform). That is, the county absorbs some or all of the

indirect costs for the service. This approach is particularly attractive for communities that can contract. It can also be attractive to counties in some circumstances. For example, if the county uses general funds to provide sheriff's road patrol, then the added revenue and staffing from contracts can improve agency performance, particularly if the funding stream is relatively predictable.

Other Advantages and Disadvantages of Contracting

Contracting, as noted, may result in significant cost savings. Savings may result from reducing administrative and command staff positions with consolidation, pooling of resources, and lower capital costs (see also Levin and Tadelis, 2010, for cost savings from other government services). Contracting may also provide economies of scale, just as larger organizations may be more efficient and provide services at lower cost than smaller ones (Carrizales, Melitski, and Schweitzer, 2010).

Contracting agencies may also, as noted, have specialists that can access particular challenges in a community, including those in forensics, crime laboratories, or specialized patrols (see, for example, Deacon, 1979, on police specialists in larger cities). Within the Orlando-Kissimmee area of Florida, for example, agreements among law-enforcement agencies led to closer integration across and greater connectivity among jurisdictions (Andrew, 2009). Finally, contracting may lead to competition improving efficiency in local government (Colby, 1982; Mehay, 1979; Mehay and Gonzales, 1985). Municipal law-enforcement agencies may improve efficiency to avoid contracting, and a sheriff's department may improve services so as to retain contracts.

Yet contracting can also have disadvantages. Communities using contracted services may lose local identity and view contracts as a piecemeal solution to very complicated problems (Andrew, 2009). Communities may also, as noted, be concerned about the lack of accountability, or even legal restrictions regarding contracting (Fixler and Poole, 1998). While contracting can reduce costs and increase efficiencies, it may do so by introducing a higher span of control ratio, decreasing the ability of a community to manage employees and work culture (Shook and Rogers, 2011).

More broadly, larger entities may, in some circumstances, prevent citizens, particularly those lacking "demand articulating mechanisms," from better expressing their preferences (Nelligan and Bourn, 2011). Indeed, contracting has been less likely where service preferences are more heterogeneous (Nelson, 1997). While competition may improve services, there are relatively few providers for police services, and services with few providers may have higher transaction costs and require more management (Girth et al., 2012). Finally, as noted, a contracting decision, once implemented, can be difficult to reverse.

Conclusion

Contracting for law-enforcement services has long existed, but changing community conditions, coupled with the increasing cost and difficulty of providing police services, have increased the interest in and adoption of contracted police services. Communities seeking contract service vary considerably in their need and approach. Some seek simply to enhance existing law-enforcement services. Others look for contracted services to completely replace their current police department. Contracting may help a

community enhance its level and quality of service delivered, providing an array of services that can be revised as needs change and at a cost less than that for supporting an independent law-enforcement organization.

Communities may have concerns on whether contracting will restrict their ability to retain their control and identity, as well as the complexity contracting may add to accountability and legal issues. There are several approaches to mitigating these issues, but they are not feasible in every community. As a result, when policymakers consider whether to enter into a contract, whether as a provider or receiver of services, they should critically examine their particular circumstances and needs, and determine whether any of the available contracting options meets them.

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