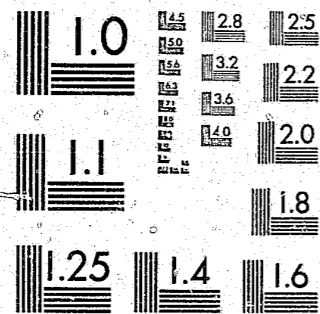


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STUDY ON CONSOLIDATED

LAW ENFORCEMENT IN NEBRASKA

NCJRS
MAR 20 1985
ACQUISITIONS

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CHAPTER I INTRODUCTION

A. Purpose of the Report

Over the past 10 years the Nebraska Commission on Law Enforcement and Criminal Justice has funded approximately \$869,000 to assist twenty-five governmental jurisdictions (see Appendix A) throughout the state in an effort to establish consolidated law enforcement. It is the purpose of this study to examine these various consolidation arrangements in an effort to evaluate the efficiency and effectiveness of these arrangements. Due to a lack of relative comparative data on consolidation law enforcement services versus individual law enforcement departments in Nebraska, this study will collect and analyze data relative only to those services offered by the consolidation arrangement. Therefore, the major emphasis of this study will be to evaluate the efficiency and effectiveness of consolidated law enforcement services based on the perceptions of the county commissioners, city officials, and law enforcement officials who participated in consolidation arrangements.

Moreover, this report will discuss a number of the major issues concerning consolidation of law enforcement services. These major issues concerning consolidation which are examined are:

- (1) Ways and means to consolidate.
- (2) The positive and negative aspects of consolidation.
- (3) The governmental roles in consolidation.
- (4) Factors critical in consolidation of law enforcement services.

B. Scope and Nature of Study

The intent of the study is to survey the external considerations, such as the attitudes of the local county commissioners, city officials and law enforcement officials toward consolidating law enforcement services and their perceptions of the ability of consolidated law enforcement to meet the long term law enforcement needs of their area. The study utilized the attitudes and perceptions of county commissioners, city officials and law enforcement officials because these three groups were the essential governmental entities which fully participated in the consolidation arrangements in Nebraska. Furthermore, it is proposed that these three groups are key elements in any consolidation of law enforcement services, and therefore, their attitudes and perceptions of consolidation are the foundation to the success or failure of these types of cooperative governmental agreements in Nebraska.

C. Methodology

The data for this study was collected during November, December and January of 1981 and 1982 respectively. The data collection efforts included three separate written attitude questionnaires which involved county commissioners, city officials and law enforcement officials. All twenty-five governmental jurisdictions which received funding from the Nebraska Crime Commission for consolidated law enforcement were surveyed. A total of one-hundred twenty-eight questionnaires were mailed to the respective governmental jurisdictions and seventy-six completed questionnaires were returned which represents 59 percent of the total questionnaires mailed. Table One on page 3 presents the total number of

questionnaires mailed to each group of participants (county commissioners, city officials and law enforcement officials) and the total number of questionnaires returned.

TABLE ONE
Responses to Mailed Questionnaires

	Number Mailed	Number Returned	Percentage
County Commissioners	25	14	56%
Law Enforcement Officials	25	20	80%
City Officials	78	44	54%
Total	128	76	59%

The questionnaires were designed (see Appendix A) to measure the current attitudes toward consolidation, and opinions concerning the advantages, disadvantages and methods of how consolidation of law enforcement services should be arranged in Nebraska. Enclosed with each questionnaire was a cover letter which briefly explained the purpose of the questionnaire and a pre-addressed, stamped envelope for return of the completed questionnaire.

CHAPTER II A REVIEW OF
LAW ENFORCEMENT CONSOLIDATION

A. Background

There are 91,236 governmental units in the United States: 56,507 local governments; 34,678 school districts; fifty state governments; and the federal government. A further breakdown shows 3,043 counties, 17,977 municipalities, 17,144 townships, and 18,323 special districts.¹ Combined with this breakdown of local governmental units there are approximately 40,000 public law enforcement agencies providing services to these political factions: fifty Federal agencies; two-hundred state agencies; 3,050 county agencies; and 36,700 municipal and township agencies.² Based on these facts there is little reason to doubt why a recent study on government consolidation concluded:

Traditional wisdom and logic support the conclusion that fragmented authority and duplicative governmental functions are unnecessarily expensive, wasteful and inefficient. Public administration scholars, practitioners, and citizens have long advocated consolidation of similar governmental functions as a reform method for reducing governmental overhead and increasing efficiency.³

Although the consolidation of other government activities are still highly questioned, the argument for consolidation of police services are increasing in acceptance and vigor. The first major acceptance and support of consolidated police services was proposed by the President's Commission on Law Enforcement and Administration of Justice in 1967. In 1971 the Advisory Commission on Intergovernmental Relations concluded:

Small local police departments particularly those of 10 or fewer men, are unable to provide a wide range of patrol and investigative services to local citizens.

Moreover, the existence of these small agencies may work a hardship on nearby jurisdictions. Small police departments which do not have adequate full-time patrol and preliminary investigative services may require the aid of larger agencies in many facets of their police work.

To further support this view in 1973 both the National Advisory Commission on Criminal Justice Standards and Goals and the Committee for Economic Development strongly advocated the consolidation of the "smaller" law enforcement agencies.⁵ The National Advisory Commission defined "smaller" agencies as any police department with less than 10 full-time sworn officers.⁶ Then, in 1979, the National Institute of Law Enforcement and Criminal Justice concluded in a major study that although "... consolidation may not always satisfy all expectations ... the fault is that of simplistic organizational design rather than consolidation itself."⁷

The effects of these national studies and recommendations have been to increase the number of police agencies consolidating services. It is estimated that since 1972 over 100 agencies have consolidated with 85 to 90 percent of these consolidated agencies located in populations of less than 25,000 persons.⁸ Furthermore, the highest concentration of consolidated law enforcement services are founded in the central states where population is sparse.⁹

B. Ways and Means to Consolidation

As one reviews the literature concerning consolidation it becomes obvious there are many definitions of consolidation and many ways in which to consolidate police services. For the purposes of this report a broad definition of consolidation will be utilized. The definition used here is "any interjurisdiction

arrangement which allows the sharing or transfer of authority for the accomplishment of a law enforcement function."¹⁰ Therefore, consolidation by this definition is viewed as a continuance of change within the structure of the law enforcement and/or governmental agencies. Across this continuance of change there have been identified three distinct groupings of consolidation which are labeled total, partial, and functional. These are defined as follows:

- Total consolidation is the complete or nearly complete combination of units of government for the production and provision of a totality of public goods and services.
- Partial consolidation is the combination of certain given units of government, or the creation of a new unit of government for the production and provision of specific public goods and services.
- Functional consolidation is the sharing of, or cooperative efforts by formal or informal agreement toward the production and provision of public goods and services without the necessity of change in units of government.

Within the above three groupings of consolidation ten distinct forms of consolidation are identified. These are:

- Informal Arrangements
- Sharing
- Pooling
- Contracting
- Police Service Districts
- Merger (Regionalization)
- Special Police Districts
- Federation
- Amalgamation
- Annexation¹²

These ten forms of consolidation are categorized as either total, partial or functional based on the amount of change necessary to implement the consolidation process. This change is measured in three dimensions; change in the political structure, change in the law enforcement structure and change in the method of delivery of law enforcement functions. Table Two on page 8 presents the classifications of the ten different forms of consolidation.

To better understand these ten forms of consolidation and how they could effect the law enforcement and governmental structure, each system will be briefly described.

1. Informal Arrangements.

Informal arrangements are defined as unwritten cooperative agreements to collectively perform a task that would be mutually beneficial to the participants.¹³

2. Sharing.

Sharing is defined as the provision or reception of goods or services which enhances the completion of a law enforcement function or fosters uniformity.¹⁴ Examples of such services are communication and laboratory.

3. Pooling.

Pooling is defined as the combination of resources by two or more agencies to perform a selective support service under the guidelines of predetermined formal commitments and with direct involvement by all parties. Pooling is limited to formal agreements and does not involve informal arrangements. Under this kind of arrangement, departments agree to combine resources such as manpower, facilities, and funds to perform a selective function at a "higher level of service." Among functions amenable to

TABLE TWO
DEGREE OF CHANGE AND METHODS OF CONSOLIDATION

	TYPE OF CONSOLIDATION	SUBSTANTIAL CHANGE IN THE POLITICAL STRUCTURE	SUBSTANTIAL CHANGE IN THE LAW ENFORCEMENT STRUCTURE	CHANGE IN THE METHOD OF DELIVERY OF LAW ENFORCEMENT FUNCTION
FUNCTIONAL	INFORMAL ARRANGEMENTS			X
	SHARING			X
	POOLING			X
	CONTRACTING			X
PARTIAL	CONTRACTING		X	X
	POLICE SERVICE DISTRICTS		X	X
	MERGER (REGIONALIZATION)		X	X
	SPECIAL POLICE DISTRICTS		X	X
TOTAL	FEDERATION	X	X	X
	AMALGAMATION	X	X	X
	ANNEXATION	X	X	X

*R. D. Engler and S. B. Petinga, Evaluation Study in the Area of Contract Law Enforcement
A Review of the Literature (Washington, D.C.: U.S. Government Printing Office, 1978),
p. 83.

effective pooling are communications, personnel recruitment and testing, training, records and identification services, and detention operations.¹⁵

4. Contracting.

Contracting is defined as a limited and voluntary program in which one government enters into a formal, legally binding agreement to provide certain specified law enforcement services (either total or partial) to another government for a fee without altering the basic structure of either government. Any level of government can provide contract law enforcement services to other governments. County to city, city to county, county to the federal government, city to city, and state to county and city contractual arrangements are presently in evidence throughout the country.¹⁶

5. Police Service Districts.

A police service district is created when police responsibilities are assigned under an existing governmental body to establish a level of law enforcement service funded by a system of taxation which includes both unincorporated and incorporated areas and may be supplemented in individual areas through the assessment of additional taxes.¹⁷

6. Merger (Regionalization).

Merger is defined as the formal combination of a mutual function of two or more governmental bodies under one agency, the goods and services of which are provided on a geographic rather than jurisdictional basis. This type of consolidation can occur without comprehensive reorganization of all local government units within a designated area. For an example of merger, the City of Las Vegas and Clark County, Nevada, merged their law enforcement agencies and

formed the Las Vegas Metropolitan Police Force with the Sheriff of Clark County as the chief executive of the agency.¹⁸

7. Special Police Districts.

A special police district is a single purpose unit of government. It is completely independent, both administratively and financially, from existing units of government; it provides police services to a specific geographic area without regard to existing governmental boundaries; and it is financed by property tax assessments. Like all other governmental units a special police district will have essential characteristics. It would be organized, possess structural form, have an official name, guarantee perpetual succession, and have the right to sue and be sued, make contracts, and obtain and dispose of property. It would have officers who are properly elected or are appointed by other public officials. It would offer a high degree of public accountability. Moreover, it would have considerable fiscal and administrative independence from other governments.¹⁹

8. Federation.

Federation is defined as the consolidation of metropolitan-type services which are administered and delivered by a newly-constituted countywide government to compliment local services provided by municipalities which remain independent. Federations have two major features. The first involves the establishment of a metropolitan government, usually paralleling the boundaries of the replaced county government, to which metropolitan-type functions are allotted. These services, consolidated under a federated system, are unified as a result of a preemption of total responsibility for former municipal services by the areawide government.

The second involves the retention of existing cities, which continue to control local functions.²⁰

9. Amalgamation.

Amalgamation is defined as a complete governmental consolidation of existing units of government to form a new government with a single administrative framework which allows for the unilateral determination of policy.²¹

10. Annexation.

Annexation is defined as the total absorption of existing governments or unincorporated areas into a larger metropolitan government which necessitates the provision of all governmental services (including police) by the absorbing body. Annexation is the most direct way of achieving full areawide consolidation of police services. It simply involves existing governments being absorbed into a larger, metropolitan government. The major strength of annexation as an approach to reorganizing local government is its broadening of the geographical jurisdiction of existing municipalities. It can forestall the creation of special districts or new municipal incorporations and thus help prevent local governmental patterns from becoming more complex.²²

C. A Summary of the Positive and Negative Aspects of Consolidation

An extensive study recently completed by the National Institute of Law Enforcement and Criminal Justice summarized the positive and negative aspects of consolidated police services in the United States. This summary is as follows:

Positive Aspects

1. Consolidation mitigates several conditions which limit or reduce the effectiveness of law enforcement

service. Supporters claim that small agency mergers reduce interjurisdictional overlapping, disputes, jealousies and competition; eliminate questions of interjurisdictional enforcement authority; and, provide consistent areawide practices and procedures.

2. Consolidation results in an improved level and quality of service. It is argued that mergers result in a broader range and level of service than is financially possible through small independent agencies. These improvements are said to be embodied in full-time, specialized, law enforcement and emergency back-up capabilities; improved communications capabilities; and, more intensive patrol coverage in both urban and rural areas, coupled with reduced response time to emergency calls for assistance.

3. Consolidation results in higher quality personnel complements. This claim is said to result from the better training, supervision, organization and working conditions offered by merged agencies, as well as the higher salaries, benefits and advancement opportunities which tend to attract better qualified individuals.

4. Consolidation produces improved efficiencies and economies of scale. Proponents argue that per unit costs for police services are reduced through small agency mergers, or that more service can be provided for the same law enforcement dollar invested. Other claims along this same general vein include the following: specialized services can be provided because of economies realized through the greater utilization of expensive equipment and/or personnel; increased coverage can be provided without appreciably increasing costs; and, more efficient and productive use can be made of auxiliary personnel engaged in such activities as communications, records, etc.²³

Negative Aspects

1. Loss of local law enforcement service. In addition to the psychological loss of identity among recipient communities, which is claimed to accompany consolidation, opponents purport that local officers know a community and its problems better than those of a consolidated agency; mergers dilute the relationship between local citizens and members of the law enforcement agency that serves them; and, the enforcement of local codes and ordinances suffer as a result of consolidation.

2. Loss of control over the level and quality of law enforcement service. Essentially, this argument reflects the concern that consolidation removes police administration too far from the residents of a community. That

is, it is claimed that a community will have little or no effect on improving services if they become unsatisfactory.

3. Consolidation has proven no more effective than current delivery systems. Although proponents claim the many benefits of consolidation, opponents argue that the benefits have not been documented.

4. Consolidation may cost as much or more than the current delivery system. Arguments that consolidation may cost as much or more than current systems are frequently misleading. This is not to say that such claims are false, but rather, examples in the research were essentially non-existent which compared the cost of desired local service, with the cost of the same services under a consolidated system. Most commonly, comparisons are made between expenditures for existing local service and the cost of desired services under a merged agency, with little or no attention given to the amount and nature of services actually provided under each system.

Although the above summary does not represent a complete examination of the positive and negative aspects of consolidated law enforcement, it does present the major issues pertaining to the topic. Furthermore, this summary is a good foundation for those who wish to extensively evaluate the pros and cons of consolidated law enforcement services.

D. The Governmental Roles in Consolidation

1. State Government. The role of governmental agencies' consolidation of police services is viewed by most writers on the subject as a critical issue. The Institute of Public Administration Services through its research efforts believe that, first and foremost, the development of consolidated police services is a political problem, not a technical one, and that the primary unit of government effecting consolidated law enforcement is the state.²⁵ Why the Institute of Public Administrative Services believe that the state plays the primary role of effecting

consolidation is due to the fact that counties and municipalities possess only those powers granted to them by the state constitution and statutes. Therefore, it is essential that before any efforts toward consolidation take place the state government must enact legislation that permits consolidation of local governmental services. These statutes are usually referred to inter-local government agreement acts or joint powers acts.

The National Advisory Commission on Criminal Justice Standards and Goals in its report made the following recommendation concerning inter-local government agreement acts.

Each State that has not already done so should enact appropriate legislation to enable the various local governments, as well as the police and other criminal justice agencies, to enter into inter-agency agreements or to participate jointly in providing police services.

The State of Nebraska has been one of the states which was first to enact inter-local government agreements legislation creating and promoting consolidation of all local governmental services (see Appendix B). This legislation has created a favorable environment amenable to the efforts of consolidation of law enforcement services in the state.

2. County Government. Although the county governments possess only those powers which are conferred upon them by the State constitution and statutes, these local governmental units can assist in creating a favorable climate for consolidation through response and adaptation to the changing socio-political conditions. The county administrators must be committed to the consolidation efforts or else it will not happen.²⁷ L. S. Hollinger, former Los Angeles County Chief Administrative

officer describes the commitment to consolidation as consisting of three factors: attitude, willingness, and ability. Hollinger stated, "You must have a strong, virile county government with an affirmative attitude, a willingness to provide service, and the ability to produce."²⁸ In the absence of any one of these three considerations, a consolidation effort is impossible.

Furthermore, many experts in this area view county government as a, "pivotal unit of government and a logical form of revamped areawide government (law enforcement)."²⁹ One reason this view is held is because the office of sheriff assumes an important and essential role in the delivery of law enforcement services in most counties. Therefore, it is seen as a natural repository for areawide police services.³⁰ As former Los Angeles County Sheriff Peter J. Pitchess states,

A county will normally represent the optimum level at which law enforcement can be large enough to be effective - and yet small enough to be responsive. And the sheriff - as an elected official - must be responsive to the community at large - his career and livelihood depend on it.³¹

It should be noted that critics of making the office of sheriff the repository of areawide police services believe that the role of the sheriff needs to be modified before this type of consolidation can be viable. Their arguments center around three issues: (1) that the nature of the office itself is too strongly politically based; (2) that the restrictive features of tenure limit the length of time one person may hold office; and (3) that the office performs too many extraneous non-police duties.³²

3. Municipal Government. Most communities are hesitant to give up local control of their police, which is understandable

in view of the duties and functions the police departments perform within a community. But as the President's Commission on Law Enforcement and the Administration of Criminal Justice states concerning the responsibility of municipal governments, sometimes there are few alternatives.

Governments have a basic responsibility to provide needed services for their constituents. If it is beyond the ability of an individual jurisdiction to provide adequate basic services, there are three alternatives:

- abolish the jurisdiction and make some other jurisdiction responsible for the services
- continue inadequate services
- seek, through joint action, to meet its local responsibilities more adequately

The first choice usually is not feasible politically. The second choice invites an increase in criminal activity and direct action by a higher level of government to protect the public security. The best alternative is the third, the initiation of joint programs with other governmental jurisdictions. Such action is not a rejection or relinquishment of responsibilities but, rather the recognition that certain problems require resources beyond the capacity of a particular jurisdiction.³³

E. Important Factor in Consolidation of Law Enforcement Services

The National Institute of Law Enforcement and Criminal Justice identified four important factors which should be considered when governmental units are considering consolidation of law enforcement services. Those four factors are:

- Legal Requirements
- Financing
- Contract Provisions
- Permanent Law Enforcement Review Body

1. Legal Requirements. The institute advocates that before efforts are made to consolidate law enforcement services the state should have legislation concerning inter-local government agreements. If this legislation is not a part of the state's statutes the governmental units considering consolidation should first work toward establishing proper legislation prior to consolidation efforts.³⁴

2. Financing. Financing is a key factor to all consolidation projects. The Nation Institute's research documented that ". . . financing was the subject over which the greatest time was spent and the most disagreement arose during the planning of consolidated agencies."³⁵ The two specific areas of financing which caused the most difficulties were:

- The availability of revenues sufficient to sustain the level of service desired by participating jurisdictions.
- The equitability of cost sharing formulas and associated procedures.³⁶

3. Contract Provisions. Service contracts assist to clarify the substance and cost of services to be provided, and in areas of misunderstanding serve as a baseline to resolve disputes.³⁷ The National Institute of Law Enforcement and Criminal Justice identified certain basic provisions which should be covered in most contracts concerning consolidation of law enforcement services. Those provisions include:

- A clear description of services to be provided.
- The amount the recipient jurisdiction will be required to pay for the services, and the time and manner in which payments are to be made.

- A description of which party will assume the liability of defending the provider agency in a suit.
- Procedures relating to the maintenance of records and the issuance of financial reports.
- Specifications as to the persons or officials who formally represent the parties to the contract.
- The composition of a permanent law enforcement board, if one is to be used, including a description of its role, responsibility and its relationship with the administrator of the provider agency.
- A detailing of real property and/or equipment and a description of the manner in which it will be transferred to the provider agency.
- A description of the duration of the contract, together with procedures for contract amendments and termination.

4. Permanent Law Enforcement Review Body. The National Institute recommends the establishment of a permanent review board for all consolidation arrangements. These boards should consist of appointed representatives from each participating jurisdiction. Generally, the responsibilities of the boards are involved in policy making, planning, oversight of activities and appraising specific problem areas.³⁹

F. Summary

This introduction has discussed several major issues (national recommendations, ways and means to consolidate, positive and negative aspects of consolidation, the governmental roles in consolidation and important factors in consolidation services) concerning the planning, developing and implementing of consolidated law enforcement services. This chapter was not intended to represent an exhaustive study of all these issues, but rather to acquaint the reader with some of the important material

concerning consolidation and to provide a backdrop for the remainder of this study.

CHAPTER II

FOOTNOTES

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³Terry W. Koepsell and Charles M. Girard, Small Police Agency Consolidation: Suggested Approaches (Washington, D.C.: U.S. Government Printing Office, 1979), p. 7.

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⁵National Advisory Commission on Criminal Justice Standards and Goals, Report on Police (Washington, D.C.: U.S. Government Printing Office, 1973), p. 110. (Hereinafter referred to as NACCJSG)

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⁸Ibid.

⁹Ibid.

¹⁰R.D. Engler and S.B. Petinga, Evaluation Study in the Area of Contract Law Enforcement A Review of the Literature (Washington, D.C.: U.S. Government Printing Office, 1978), p. 83.

¹¹Ibid.

¹²Ibid., p. 81.

¹³Ibid., p. 83.

¹⁴Ibid.

¹⁵Ibid., p. 85.

¹⁶The President's Commission on Law Enforcement and the Administration of Criminal Justice, Task Force on Police, Task Force Report: The Police (Washington, D.C.: U.S. Government Printing Office, 1967), pp. 75; 76. (Hereinafter referred to as PCLEACJ)

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¹⁸David L. Norrgard, Regional Law Enforcement: A Study of Intergovernmental Cooperation and Coordination (Chicago: Public Administration Service, 1969), p. 36.

¹⁹John C. Bollens, Special District Government in the United States (Berkeley: University of California Press, 1961), pp. 228; 229.

²⁰Ibid., pp. 50, 59.

²¹Engler and Petinga, op. cit., p. 100.

²²Norrgard, op. cit., p. 45.

²³Koepsell and Girard, op. cit., p. 8.

²⁴Ibid., p. 9.

²⁵Engler and Petinga, op. cit., pp. 111, 112.

²⁶NACCJSG, op. cit., p. 110.

²⁷L.S. Hollinger, "The Lakewood Plan," County Contract Services Program (Los Angeles, 1969); pp. 16; 17.

²⁸Ibid.

²⁹Engler and Petinga, op. cit., p. 120.

³⁰Ibid.

³¹Peter J. Pitchess, "The Law Enforcement Effort Must Be Collective," Minnesota Sheriff (Autumn 1974), p. 63.

³²Engler and Petinga, op. cit., p. 121.

³³PCLEACJ, op. cit., p. 111.

³⁴Koepsell and Girard, op. cit., p. xi.

³⁵Ibid.

³⁶Ibid.

³⁷Ibid.

³⁸Ibid.

³⁹Ibid.

CHAPTER VIII PRESENTATION OF THE DATA

As stated in Chapter One, three separate questionnaires were designed and sent to the three primary groups; county commissioner, city officials and law enforcement officials. Although three separate questionnaires were developed, each design basically requested similar information. The reason for designing three separate questionnaires was due to each group representing a completely separate entity and that the questions had to be designed so that they would be pertinent and relevant to the different participants. The presentation of the data will be given according to each group that participated in the study.

A. County Commissioners

Twenty-five questionnaires were sent to county commissions - one questionnaire to each county that participated in contract law enforcement in Nebraska. The questionnaire was directed to the chairperson of each county commission. A total of fourteen questionnaires were returned for a return rate of 56 percent.

Seventy-five percent of the county commissioners participating in the study responded that their county was still actively participating in some form of contract law enforcement. Those counties who have terminated the contract stated that the major reasons for termination were cost and service disagreements.

The second question concerned the funding of contract law enforcement. Fifty percent of the participants were of the opinion that the funding for contract law enforcement should come from a combination formula of city and county taxes. Thirty-six

percent expressed the opinion that the funding should come strictly from city taxes and not involve the county tax structure.

The third question addressed the issue as to who should be involved in the decision if a particular city should enter into a contract agreement with the county for law enforcement services. Eighty-six percent of the participating counties believed that only city and county officials should be involved in the decision-making process. Only fourteen percent believed that the city and county residents should be involved in this decision. There the involvement of the residents would be through the electoral process.

The fourth and fifth questions addressed the issues of the advantages and disadvantages the commissioners believed were gained by contract law enforcement. The two major advantages seen by the commissioners through their experiences with contract law enforcement was the development of more professional police services and consistent law enforcement policies and programs. Two other advantages which were often cited were: (1) more availability of police services, and (2) more proficient handling of serious (felony) crimes. The three major disadvantages cited by the participants were: (1) the levels of services provided were difficult to establish and then account for; (2) the priority of services to the different communities is difficult to establish and maintain, (3) the uncertainty of continuing funding by the cities involved caused planning difficulties.

The sixth question requested the commissioners to state their opinion, considering all factors, of the concept of contract

law enforcement being continued and improved upon in the State of Nebraska. Eighty-six percent believed that contract law enforcement was a worthy concept and should be expanded and improved upon. The questionnaire was so designed that if a commissioner responded positively to the sixth question he or she was further requested to check what type of contract agreement they felt was best for contract law enforcement services. The questionnaire listed three general agreement structures and the commissioners were asked to choose the one structure they believed was best. If they did not like any of the contract structures listed, they were asked to express in writing their thoughts on this matter.

The three lists were as follows:

1. Countywide law enforcement organized through the current sheriff's office under the management guidance of a joint committee comprised of city and county officials,
2. Contract agreements established by individual towns and in respective county governments.
3. A county-wide police department managed by an official who is elected at large by county residences.

Fifty percent of the respondents who answered positively to question number six chose number one as the method of contracting law enforcement on the county level. Thirty-six percent chose number two as the best type of contract arrangement for county level consolidation. Only seven percent chose number three as the best method of contracting arrangement.

The seventh and final question asked the respondents to react either positively or negatively to the following question concerning funding for contract law enforcement in the State of

Nebraska.

If the Nebraska Legislature would remove the mill levy ceiling for law enforcement purposes only, in your opinion, would your city be willing to participate in a contract which would provide for the development of consistent county-wide law enforcement programs and policies?

The responses to this question resulted in a even split between those who responded. Fifty percent responded yes and fifty percent responded no.

B. Law Enforcement Officials (Sheriffs)

Twenty-five questionnaires were sent to sheriffs - one questionnaire to each sheriff that participated in contract law enforcement in Nebraska. The questionnaire was directed to the sheriff. A total of twenty questionnaires were returned with a return rate of eighty percent.

Seventy-five percent of the sheriffs who participated in the study responded that their county was still actively participating in contract law enforcement service with those communities who were part of the original contract initially funded by the Nebraska Crime Commission. Sheriffs of departments no longer participating in contract services stated that the major reason for termination was cost and that the decision to terminate the control was usually initiated by community officials to whom the sheriff was providing law enforcement services.

The second question asked the sheriffs if they were providing law enforcement services to any communities within their county with which they do not have a contract. Fifty-four percent of the respondents stated they were providing some services to some communities without a formal contract. The other forty-six percent

responded no to this question.

The third question concerned the funding of contract law enforcement. Seventy-five percent of the participants held the opinion that the funding for contract law enforcement should come from a formula which combined county and city taxes. Fifteen percent expressed the opinion that the funding should come strictly from county taxes. The other ten percent thought the funding should come from the community tax structure.

The fourth question requested the sheriffs to express their opinion concerning the cost of contract law enforcement services as compared to small local communities providing their own police services. Sixty-five percent believed that contract law enforcement was not as expensive to the community as providing their own services. Fewer than fifteen percent of the sheriffs thought it was as expensive or more expensive to provide contract law enforcement services.

The fifth and sixth questions addressed the issues of the advantages and disadvantages the sheriffs thought were gained by contract law enforcement. The five major advantages of contract law enforcement as seen by the sheriffs were:

1. The development of more professional police services.
2. The development of stable employment within the sheriff's office.
3. The development of more consistent law enforcement policies and programs.
4. More availability of police services.
5. More proficient handling of serious (felony) crimes.

The major disadvantages as viewed by the respondents were:

1. Prioritizing services to the different communities was difficult to establish, maintain and then document,
2. The uncertainty of continued funding by either the city and/or county,
3. The lack of consistent policies by community officials and difficulty of enforcing city ordinances.

Question seven was concerned with areas of major misunderstandings between the sheriff's office and the contracting community. Ninety percent of the respondents reported no major misunderstanding. Of those sheriff's offices who reported areas of major misunderstandings, they concurred that the problem(s) stemmed basically from unrealistic contractual agreements or interpretations.

Question eight explored the difficulties of funding contract law enforcement. The sheriffs were asked: one, did their office experience funding difficulties because of contracting services, and two, if this was a problem, what areas of funding were most effected. Seventy-five percent of the participants stated they experienced no funding problems. The twenty-five percent who experienced some funding problems identified three main areas of their budgets which were effected. Those three were: (1) Funds for support staff (secretary, dispatcher, etc.); (2) Funds to support vehicle maintenance; and (3) Funds to support general office functions (office supplies, communication supplies and equipment).

The last question addressed the issue of communication between the sheriff's office and the contracting community officials. The emphasis in this question was placed on face-to-face

verbal communication. The sheriffs were asked if they or a representative from their office met with community officials to discuss complaints, comments or recommendations. Seventy percent of respondents reported meeting on a regular basis with community officials. Of that seventy percent who reported meetings on a regular basis, thirty-five percent stated they met monthly, twenty-eight percent stated they met quarterly, twenty percent reported yearly meetings and four percent reported daily meetings. The other thirteen percent reported regular meetings but not on a consistent schedule.

C. Communities

Seventy-eight questionnaires were sent to communities which participated in contract law enforcement. The questionnaires were directed to the city clerk with instructions to route the questionnaire to the appropriate city officials. This routing was necessary due to the fact that many of the cities who participated in the contract law enforcement arrangements do not maintain or support full time city administrators thereby making it difficult to identify and contact these individuals. A total of forty-four questionnaires were returned for a return rate of fifty-six percent.

Eighty-two percent of the communities who participated in the study reported that they are currently still involved with contract law enforcement with the sheriff's office. Of that eighty-two percent who had maintenance contract agreements, fifty-three percent rated the quality of service provided to their city by the sheriff's office as fair. Eighteen percent rated quality of service provided by the sheriff's office as

very good, seventeen percent rated it as good, seven percent rated it as poor and only five percent rated it as very poor.

Those communities who reported that they had discontinued (eighteen percent) the contract agreement with the sheriff's office stated the major reason for terminating the contract was the cost factor. The contract being too expensive for the city to maintain. Other reasons besides cost were lack of local control and level of service. Of those communities who had terminated their contracts, sixty percent stated that it was community officials who initiated the termination. The other forty percent of the terminations were the county officials or the sheriff's office initiating termination of the contract. One city did report that another party did initiate termination of the contract agreement, but this other party was not clearly specified in the questionnaire.

Question three asked the participants if contract law enforcement was continued in their city after the Nebraska Crime Commission funding was terminated. Eighty-four percent of the cities who participated in the study reported that the contract agreement was continued after the Crime Commission funding was discontinued. Of those cities who continued the contractual agreement with the sheriff's department after the state funding was discontinued, forty-six percent stated that the financial obligation of the contract was funded through local taxes only and fifty-one percent stated that the agreement was financed through a combination of local and county taxes. Those communities who stated that contract law enforcement was discontinued after the Nebraska

Crime Commission funding was terminated stated that the major reason for terminating the arrangement was funding.

Question four asked the participants' opinion of how future contract law enforcement agreements should be financed. All the participants agreed that contract law enforcement should be financed through the utilization of both county and local taxes.

Question five addressed the issue of comparing the cost of contract law enforcement as opposed to providing their own local community police services. Sixty-eight percent of the participants stated that the cost of contract law enforcement was not as expensive as providing their own community police services.

The sixth and seventh questions addressed the issues of the advantages and disadvantages the communities thought were gained by contract law enforcement. The eight major advantages of contract law enforcement as seen by the communities' officials were:

1. The development of a more professional police service
2. Affordable cost
3. Relief from administrative problems
4. Relief from policy and budget processes
5. More available police officers
6. Better equipment
7. More proficient handling of serious (felony) crimes
8. Ready access to police services

The major disadvantages as viewed by the community officials were:

1. Loss of local control
2. No voice in establishing law enforcement priorities

3. Lack of enforcement of city ordinances
4. Difficulty in contacting the sheriff's office (i.e. long distance calling, etc.)
5. Level of services provided are difficult to establish and account for

Question eight was concerned with the issue of who should become involved in the decision as to whether or not the community will enter into a contract agreement for law enforcement services. Seventy-nine percent of the city officials were of the opinion that the decision should be made by respective governmental officials and not by the vote of the city and county residents.

Question nine asked the following question to the participants:

Considering all factors, in your opinion, should the concept of contract law enforcement be continued and improved upon in the State of Nebraska?

One hundred percent of those who participated in the study responded yes to the above question. If the participant responded yes to the first part of the question then they were requested to respond to the second part of the question which asked their opinion concerning the type of contract law enforcement which should be established in their community. The community officials were given the following selections:

1. County-wide law enforcement organized through the current sheriff's office under the management guidance of a joint committee comprised of city and county officials.
2. Contract agreements established by individual towns and in respective county governments.
3. A county-wide police department managed by an official who is elected at large by county residences.
4. Others

Sixty-four percent chose selection number one, twenty percent chose selection number two, and sixteen percent chose selection number three. None of the respondents chose to express a different opinion under selection number four.

The last issue addressed in the question was expressed as follows:

If the Nebraska Legislature would remove the mill levy ceiling for law enforcement purposes only, in your opinion, would your city be willing to participate in a contract which would provide for the development of consistent county-wide law enforcement programs and policies?

Seventy-nine percent of the respondents stated yes to the above question, which again emphasized the communities' desire for excellence in law enforcement and a willingness to fund those projects if the means were available.

CHAPTER IV CONCLUSION

Overall, the three primary groups (county commissioner, city officials and law enforcement officials) were very positive in their respective views concerning contract law enforcement. The majority of all the participants expressed the need and desire for the continuation of contract law enforcement in Nebraska. The few communities, counties or sheriff's offices who have terminated their participation in some form of contract law enforcement did so mainly because of financial consideration after the state funding was exhausted.

Ninty-six percent of all participants who were asked if they believed the concept of contract law enforcement should be continued and improved upon in the State of Nebraska responded yes. Furthermore, fifty-nine percent of all participants stated that contract law enforcement could be improved by organizing a county-wide department through the current sheriff's office under the management guidance of a joint committee comprised of city and county officials.

When considering all three groups of participants the three major advantages of contract law enforcement were:

1. The development and delivery of professional police services
2. The development of consistent law enforcement policies and programs
3. More proficient handling of serious (felony) crimes

The three major disadvantages as viewed by participants were:

1. Levels of services provided were difficult to establish and account for

2. Priority of service to the different communities is difficult to establish and maintain
3. The uncertainty of continuing financing

It appears that those communities, counties and sheriff's offices in the State of Nebraska who participated in contract law enforcement found this arrangement a workable alternative to the problems of small law enforcement agencies. Therefore, contract law enforcement should warrant consideration by those communities considering alternative methods of law enforcement services. Furthermore, the State of Nebraska should continue to encourage the development and enhancement of contract law enforcement so that those communities who choose to select this method of providing police services would be ensured of a viable alternative.

APPENDIX A

NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

COUNTY COMMISSIONERS OR SUPERVISORS

1) Is your county still contracting with your communities to provide law enforcement services by the sheriffs office.

Yes No

A. If no, was the initial decision to terminate the contract service made by:

- County.
- Community.
- Mutual agreement by both county and community.
- Other _____

B. If terminated, in your opinion, why was it:

- Cost.
- Administrative problems.
- Service disagreement.
- Contract disagreement.
- Other _____

2) In your opinion, how should the cost of the contract law enforcement be funded:

- City taxes.
- County taxes.
- Combination city and county taxes.
- Other _____

3) In your opinion how should the city and county enter into an agreement for contract law enforcement (check only one).

- A vote by all county residences.
- Vote by city residences involved with the contract.
- Agreement between city and county officials.
- Other _____

4) From your experience with contract law enforcement, what are the advantages of contracting? (You may check more than one).

- Development of more professional police services.
- Support of County population.
- Development of stable employment in sheriff's office.
- Development of new opportunities for professional growth and career advancement.
- Development of consistent law enforcement policies and programs.
- Low or slowly increasing crime rates.
- More availability of police officers.
- More proficient handling of serious (felony) crimes.
- The public has handy access to police service.
- Other _____

5) From your experience with contract law enforcement, what are the disadvantages of contracting? (You may check more than one.)

- High Cost.
- Levels of service provided are difficult to establish and account for.
- Priority of service to the different communities is difficult to establish and maintain.
- Uncertainty of continuing financing.
- Lack of consistent policy by community officials.
- No voice in establishing law enforcement priorities.
- Lack of enforcement of city ordinances.
- Others _____

6) Considering all factors, in your opinion, should the concept of contract law enforcement be continued and improved upon in the State of Nebraska?

Yes No

A. If yes, what is your opinion of the type of contract that should be established in your country?

Countywide law enforcement organized through the current sheriff's office under the management guidance of a joint committee comprised of city and county officials.

- Contract agreements established by individual towns and in respective county governments.
- A county-wide police department managed by an who is elected at large by county residences.
- Other _____

B. If no, please state your major objection(s) to this concept.

7) If the Nebraska Legislature would remove the mill levy ceiling for law enforcement purposes only, in your opinion, would your city be willing to participate in a contract which would provide for the development of consistent county-wide law enforcement programs and policies?

Yes No

NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

COUNTY SHERIFF'S OFFICE CONTRACTING FOR LAW ENFORCEMENT

1) Are you still contracting with communities in your county for law enforcement services?

Yes No

A. If yes, are any of these communities part of the original contract that was initially funded by the Nebraska Crime Commission?

Yes No

Names of these original communities:

Blank lines for listing original communities.

B. If yes, are any of these communities that currently contract with your county not part of the original contract which was initially funded by the Nebraska Crime Commission?

Yes No

Names of these added communities:

Blank lines for listing added communities.

C. If no, who's decision was it to terminate the contract law enforcement agreement?

- City Officials
County Officials
Sheriff's Office
Others

Blank lines for additional decision options.

D. If no, in your opinion why was the contract arrangement terminated? (You may check more than one)

- Cost
Administrative Problems
Service Disagreements
Contract Disagreements
Others

Blank lines for additional reasons.

2) Do you provide law enforcement services to any communities within your county with which you do not have a contract?

Yes No

Names of these communities:

Blank lines for listing communities.

3) In your opinion, how should the cost of contract law enforcement be financed?

- Local taxes
County taxes
Combination of local and county taxes
Other arrangements

Blank lines for additional financing options.

4) From your experience, what is your opinion of the cost of contract law enforcement as compared to small local communities providing their own police services?

- Very expensive
Expensive
Not expensive
Very inexpensive

5) From your experience with contract law enforcement, what are the advantages of contract? (You may check more than one.)

- Development of more professional police services.
Support of County population.
Development of stable employment in sheriff's office.
Development of new opportunities for professional growth and career advancement.
Development of consistent law enforcement policies and programs.

- Low or slowly increasing crime rates.
- More availability of police officers.
- More proficient handling of serious (felony) crimes.
- The public has handy access to police service.
- Others _____

6) From your experience with contract law enforcement, what are the disadvantages of contracting? (You may check more than one.)

- High cost.
- Levels of service provided are difficult to establish and account for.
- Priority of service to the different communities is difficult to establish and maintain.
- Uncertainty of continuing financing.
- Lack of consistent policy by community officials.
- No voice in establishing law enforcement priorities.
- Lack of enforcement of city ordinances.
- Others _____

7) Were there any areas of misunderstanding between your office and a community concerning the services that were to be provided under the terms of contract?

Yes No

A. If yes, was this a major problem for your office?

Yes No

B. If yes, was this because the contract was not: (You may check more than one)

- specific enough
- flexible
- too flexible
- realistic, in terms of service that could be provided
- Others _____

C. If yes, please briefly list those misunderstandings.

8) Did your office experience any funding difficulties because of contract law enforcement.

Yes No

A. If yes, what areas of funding problems did you have? (You may check more than one.)

- Salary for patrol personnel.
- Funds for administrative staff (i.e. secretary, dispatcher, etc.)
- Funds to operate and maintain patrol vehicles. communication, office, etc.)
- Other _____

B. If yes, was this a major problem for your office?

Yes No

9) Did you or a representative of your office meet with representatives from the communities on a regular basis to discuss complaints, comments, or recommendation on operations of the law enforcement services?

Yes No

A. If yes, how often did this meeting take place on the average?

- Daily
- Weekly
- Monthly
- Quarterly
- Yearly
- Others _____

NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

COMMUNITIES: CONTRACTING FOR LAW ENFORCEMENT

1) In your opinion, what were the reasons your community entered an agreement for contract law enforcement? (You may check more than one.)

- Financial maintenance of police department too high for the size of the community.
- Retaining qualified police officers too difficult.
- Difficulties in administering your own police department.
- Citizens dissatisfied with service provided by your own department.
- Others _____

2) Do you currently have a contract with the sheriff's department to provide your law enforcement service?

Yes No

A. If yes, what is your opinion of the quality of law enforcement that is currently being provided by the sheriff's office (Check only one).

Very good Good Fair Poor Very poor

B. If no, how would you compare the law enforcement service which is currently being provided and service which was provided by the sheriff's department during the contract period. (Check only one)

- much better
- somewhat better
- about the same
- same
- much worse

C. If no, who's decision was it to terminate the contract law enforcement agreement?

- City officials
- County officials
- Sheriff's Office
- Other _____

D. If no, in your opinion why was the contract law enforcement arrangement terminated? (You may check more than one)

- Cost
- Administrative problems
- Service
- Dissatisfaction by citizens
- Lack of local control
- Others _____

3) Was contract law enforcement continued in your community after the Nebraska Crime Commission funding was terminated?

Yes No

A. If yes, how was cost of this contract service financed?

- Local taxes
- County taxes
- Combination of local and county taxes
- Other arrangements _____

B. If no, was the lack of funding the major reason the contract was terminated?

Yes No

4) In your opinion, what would be the best arrangement of financing contract law enforcement?

5) What is your opinion of the cost of contract law enforcement as compared to your local community providing its own police services?

- Very expensive
- Expensive
- Not expensive
- Very inexpensive

6) In your opinion, what are the advantages of contract law enforcement (You can check more than one).

- Development of a more professional police service
- Affordable cost

- Relief from administrative problems
- Relief from policy and budget process and pressure
- Low or slowly increasing crime rates
- More availability of police officers
- Better equipment
- More proficient handling of serious (felony) crimes
- Ready access to police services
- Others _____

7) In your opinion, what are the disadvantages of contract law enforcement? (You may check more than one)

- Loss of local control
- No voice in establishing law enforcement priorities
- Lack of enforcement of city ordinances
- Difficulty in contacting the sheriff's office (i.e. long distance calling, etc.)
- Lack of availability of police officers
- Levels of services provided are difficult to establish and account for
- Uncertainty of available financing
- Lack of continuity of service
- Other _____

8) In your opinion, how should the city and county enter into an agreement for contracting law enforcement? (Check only one.)

- Vote by county residence
- Vote by city residence
- Agreement by government officials
- Other _____

9) Considering all factors, in your opinion, should the concept of contract law enforcement be continued and improved upon in the State of Nebraska?

Yes No

A. If yes, what is your opinion of the type of contract that should be established in your county?

County-wide law enforcement organized through the current sheriff's office under the management guidance of a joint committee comprised of city and county officials.

- Contract agreements established by individual towns and in respective county governments.
- A county-wide police department managed by an official who is elected at large by county residences
- Others _____

B. If no, please state your major objection(s) to this concept.

10) If the Nebraska Legislature would remove the mill levy ceiling for law enforcement purposes only, in your opinion, would your city be willing to participate in a contract which would provide for the development of consistent county-wide enforcement programs and policies?

Yes No

APPENDIX B

19-3801. Contract with county board for police services; sheriff; powers; duties. Any city of the first or second class or any village may, under the provisions of the Interlocal Cooperation Act, enter into a contract with the county board of its county for police services to be provided by the county sheriff; Provided, the county board shall enter into such a contract when requested by a village to do so. Whenever any such contract has been entered into, the sheriff shall, in addition to his other powers and duties, have all the powers and duties of police officers within and for the city or village so contracting.

19-3902. Villages; cancel contract with county; effect. Any village entering into a contract pursuant to section 19-3801 may serve notice of its intention to cancel such contract after such contract has been in force for one year. Upon cancellation, such village shall provide its own police services.

19-3803. Villages; contract; cost; negotiated. The cost to any village under a contract entered into pursuant to sections 19-3801 to 19-3804 shall be negotiated and included as a part of the formal contract entered into and agreed to by both parties.

Reissue Revised Statutes of Nebraska, 1943.

END