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POLICE SCIENCE

THE POLICE SERVICE CONTRACT IN CALIFORNIA

An Instrument of Functional Integration

GORDON E. MISNER

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There have been a variety of proposals to solve the presently divisive pattern of metropolitan and regional law enforcement.¹ Of these proposals, the police service contract offers the most feasible and practical solution. By this device smaller police jurisdictions contract formally with a larger police agency for the provision of law enforcement services. No claim is made here that this type of voluntary governmental arrangement offers the ideal solution. This arrangement does offer, however, an alternative to the presently confused pattern of police organization: an alternative which is both simple in application, economically feasible, and frequently politically practical. Furthermore, this approach—if properly structured—recognizes the principle of self-determination and leaves to the smaller jurisdiction a large degree of discretionary power.

Basically, proposals for the re-organization of metropolitan police efforts have included the following objectives: 1. Simplification of metropolitan law enforcement patterns; 2. enlargement of police administrative areas; and 3. integration and coordination of police efforts throughout the metropolitan or regional complex. Often, these proposals have included provision for either compulsory consolidation or for the realignment of local government generally. In many regions, the inclusion of compulsion has doomed otherwise

legitimate proposals. Realistically, therefore, it would seem that proposals for metropolitan re-organization should include provisions which would make them politically acceptable. Police service contracts, properly drawn, offer some immediate hope of resolving the more pressing problems of metropolitan law enforcement.

INTERGOVERNMENTAL CONTRACTS, GENERALLY

Relationships between various units and levels of government are characteristic of our federal system of government. The intergovernmental contract offers simply a more formal and often more direct extension of this type of arrangement. Contractual relations developed relatively early and today represent, in some areas, well developed techniques of functional integration. In many states, the traditional concept of the county as a rural unit of government has been modified, and the county has assumed an increasing number of functions which had previously been considered "municipal." Commensurate with this modification of the pattern of county government has been the growth of the "urban county" as a provider of services to the fringe areas of cities. In California, the county has also become the principal agent of contract services.

The earliest form of city-county contractual relations in California has been traced to 1891.² In that year the Legislature provided that cities

¹ Cf. GORDON E. MISNER, "Recent developments in metropolitan law enforcement," *JOURNAL OF CRIMINAL LAW, CRIMINOLOGY, AND POLICE SCIENCE*, 50: 497-509 (Jan.-Feb., 1960) and 51:265-73 (Jul.-Aug., 1960) and the references cited therein.

² WINSTON CROUCH, *INTERGOVERNMENTAL RELATIONS*, Vol. XV, METROPOLITAN LOS ANGELES: A STUDY IN INTEGRATION, Haynes Foundation, 1954, p. 63.

could contract with counties for the performance of property assessment and tax collection. It was not until 1907, however, that Los Angeles County implemented this statute in a contract with the city of La Verne. Since that time, intergovernmental contracts have increased in number and in scope of application. By 1958, Los Angeles County was performing by contract more than 28 municipal functions; at that time each of the county's 61 cities had contracted with the county for the performance of one or more of these functions.³ The most elaborate system of contract services exists between the county and the city of Lakewood. Under the "Lakewood Plan," a majority of the services of this city of more than 60,000 population are performed by the county or by special districts.⁴

Contract services to small jurisdictions and to newly incorporated areas offer the following advantages: 1. New areas are furnished with service by a corps of existing specialists, immediately upon incorporation; 2. smaller jurisdictions with limited financial resources are provided with a level of performance which they could not otherwise afford to provide; 3. fiscal economies result normally from the pooling of resources and capital investments, and from the use of already existing supervisory and administrative hierarchies; 4. economies will often permit a jurisdiction to extend the level of service; 5. contracting jurisdictions are not forced to develop their own integrated agencies; 6. each contract reduces by one the number of jurisdictions performing a function within a given region and thereby simplifies an already complicated governmental pattern; 7. the contract system is flexible in application; and 8. the voluntary nature of the contractual system permits the contracting jurisdiction to retain local autonomy and varying degrees of discretionary authority.

In order for the above advantages to be realized, however, great care must be taken in drawing up the proposed contract. Properly drawn, intergovernmental contracts offer many of the advantages found in the borough system of government, i.e. centralization of administration and decentralization of the decision-making power. Improperly drawn, however, the contract can

result in diminishing local discretionary authority almost to the vanishing point. The cooperative spirit with which intergovernmental service contracts are entered into is also of major importance. If the past relationship between jurisdictions has been characterized by jealousies, animosities, and suspicions, the contract system of service is not the desirable governmental approach. A genuine, enlightened spirit of intergovernmental cooperativeness appears to be a key to the success of intergovernmental contracts.

POLICE SERVICE CONTRACTS

Police service contracts and agreements for the joint handling of functions within the field of law enforcement are not new. Formal cooperative arrangements have been slower to develop in the police field, however, than in some other functions. By their very nature, police operations are often controversial. The police function is often the last to be given up by a political jurisdiction. Furthermore, police services have traditionally been less measurable than many other governmental services. Police service contracts involve agreement upon a "desirable level of service," an agreement which has been difficult to achieve in some areas.

Numerous instances exist—both within and without metropolitan areas—of two or more departments jointly handling such tasks as prisoner care, communications, identification and records, etc. By 1956, for example, there were reported 423 instances of such agreements between police agencies in California alone.⁵ The focus of this paper, however, will be upon contract systems which involve the *total* police function, rather than a portion of that function. Such instances are more limited, and to the author's knowledge these are found in only a few sections of the nation.

The earliest instances of formal contracts for police service in the broader sense were undertaken by the Nassau County Police in 1931. This system was abandoned by Nassau County in 1949 because of the difficulties which that department encountered in estimating expenses and in contending with fluctuating costs.

The most elaborate systems of police service contracts known to the present author are found today in Los Angeles and Santa Clara Counties, California, and in St. Louis County, Missouri. More limited examples of county performance of municipal law enforcement by contract are found

⁵ Address by William R. MacDougall, q. in CALIFORNIA PEACE OFFICER, (Jul.-Aug., 1956) p. C-27.

³ Los Angeles County, Chief Administrative Officer, SERVICES PROVIDED BY THE COUNTY OF LOS ANGELES TO CITIES IN LOS ANGELES COUNTY AS OF FEBRUARY 3, 1958.

⁴ Lakewood, City Administrator and Los Angeles County, Chief Administrative Officer, THE LAKWOOD PLAN, rev., 1957.

in a small number of California counties and elsewhere. In addition, Atlanta, Georgia, Police Department has been providing police service to certain unincorporated areas of Fulton County since 1952.⁶ The focus of this paper's attention will be upon the Los Angeles experience.

BASIC CONSIDERATIONS IN CONTRACT DESIGN

Successful contract design makes it necessary to take into account a variety of basic considerations.⁷ Many instances of governmental cooperation rest simply upon tacit agreements and understandings between department heads. This cooperative atmosphere of mutual understanding is to be encouraged and has, in fact, been basic to complex governmental operation for years. As governments grow, however, these informal agreements may involve new organizational concepts and patterns, and involve the expenditure of increasing sums of money and the deployment of larger numbers of men. Developments may, therefore, call for a departure from previous operating procedures and may make negotiation of a formal contract desirable. Such a contract formalizes the previous *modus vivendi* and clearly delineates areas of responsibility. Furthermore, when operations involve emergency deployment under crisis situations—as they so often do in the police function—contractual relations may outline previously conceived operating procedures which have been planned and “built into” the contract.

Although detailed discussion of basic considerations in the design of police service contracts exceeds the limits of this paper, these considerations should be briefly mentioned. They may be categorized as follows: 1. theoretical, 2. legal, 3. political, 4. operational, and 5. economic.

Theoretical Considerations

1. Will the contract result in a simplification of the law enforcement pattern and in the integration of the police function?

2. Are the administrative area and resources of the smaller jurisdiction inadequate to support a self-sufficient police agency?

3. Will the agency providing the contract police

⁶ MISNER, OP. CIT., and VIRGIL W. PETERSON, “Issues and problems of metropolitan area police services,” JOURNAL OF CRIMINAL LAW, CRIMINOLOGY, AND POLICE SCIENCE, 48:130-2 (Jul.-Aug., 1957).

⁷ For generalizations and recommendations regarding possible forms of intergovernmental cooperation and considerations pertaining thereto, cf. CROUCH, OP. CIT., pp. 141-52.

services be willing and able to provide an adequate level of service?

4. Does the agency which will provide the police service possess an enlightened and progressive service philosophy?

5. Do provisions of the contract provide for an adequate means of representing the desires and needs of the smaller jurisdiction?

Legal Considerations

1. In the absence of statute, does the contract involve an unlawful surrender or delegation of governmental functions?⁸

2. Do the terms of the contract unlawfully limit either party's legislative power or duty?⁹

3. What is the implication of the contract upon the smaller jurisdiction's tort liability?

4. Does the contract displace constitutional officers, e.g. constables, marshalls, etc.?

5. If the contract provides for the merger of departments, does it provide for the protection of the job rights, rank, seniority, and pension rights of absorbed personnel?

Political Considerations

1. Is the climate of public opinion receptive to a consideration of the police service contract?

2. Once undertaken, will the decision to enter into contractual relations have the stability of permanence?

3. Are there safeguards to assure the contract is fair to both parties?

4. Does the police agency of the larger jurisdiction enjoy the confidence and respect of the public?

5. May “human personality factors” of operating personnel adversely affect the success of the contract performance?

Operational Considerations

1. Can the contract be implemented with administrative convenience?

2. Is the contract design based upon an adequate analysis of police records and other data necessary for police planning?

3. Do the terms of the contract or the actual operating relationships infringe upon the larger jurisdiction's control and direction of operating personnel?

⁸ McQUILLEN, MUNICIPAL CORPORATIONS, Sec. 10.38.

⁹ *IBID.*, Sec. 29.07.

4. Is the larger jurisdiction prepared to meet justified requests and needs of the smaller jurisdiction?

5. Does the command group of the larger jurisdiction recognize the importance of a bilateral flow of operating information?

Economic Considerations

1. Will the police service contract present an economically feasible service pattern?

2. Does the contract provide for automatic periods of review and negotiation?¹⁰

3. What are the contract terms in regard to the division or disposition of fines and forfeitures?

CURRENT EXAMPLES OF POLICE SERVICE CONTRACTS

Los Angeles County has developed probably the most extensive system of local *intergovernmental* contracts in the nation.¹¹ By 1954 it already had an elaborate system. In that year, however, law enforcement was added as a contract function of the county government. Beginning with a contract to provide police service to one city, the Los Angeles County Sheriff today administers the nation's most comprehensive system of police service contracts. For fiscal 1959, the Los Angeles County Sheriff provided contract police service for 19 municipalities. Additional contracts are expected with the incorporation of new cities. Contracts in force provided service for a population of 380,044 and for a service area of approximately 103 square miles.¹² The size of the cities ranged

¹⁰ California law limits the terms of intergovernmental contracts to not more than five years. CALIF. GOVERNMENT CODE, Sec. 51302.

¹¹ For a thorough study of the contract system, cf. HOWARD H. EARLE, *CONTRACT LAW ENFORCEMENT SERVICE BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT*, (M.S. Thesis, Public Administration) mimeo, John W. Donner Pub. #9, School of Public Administration, University of Southern California, Los Angeles, 1960, 108pp.

¹² The 19 municipalities covered by these contracts and their 1960 population are, as follows: Artesia (9,500); Bellflower (43,250); Bradbury (551); City of Industry (844); Dairy Valley (3,464); Duarte (14,681); Irwindale (1,650); La Puente (21,952); Lakewood (62,061); Norwalk (73,071); Paramount (26,514); Pico Rivera (43,872); Rolling Hills (1,469); Rolling Hills Estates (2,831); Rosemead (16,700); Santa Fe Springs (12,985); Signal Hill (4,607); South El Monte (4,765); and Walnut (1,030). Signal Hill abandoned its contract after a little more than one year of operation. This will be discussed *Infra*. In addition to performing "basic law enforcement" for the above areas, the Los Angeles County Sheriff contracts with more than fifty cities for one or more of the following functions: 1. business license enforcement; 2. microfilm records storage; 3. prisoner housing; 4. school crossing guard service; and 5. school safety officer.

from 618 to 88,739. Ten of the municipalities had less than 10,000 population, while four had more than 40,000 populations.

Lakewood, California, was the first incorporated area with which Los Angeles County contracted for the performance of police services. On April 16, 1954, Lakewood incorporated under the terms of what is now known in governmental circles as the "Lakewood Plan."¹³ Under the 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. Thirty-two municipal functions, for example, are presently being performed for the city by either the county government or by districts. The "Lakewood Plan," therefore, actually prepared the groundwork for the present system of contract police services in Los Angeles County and in California.

The police service contract between Lakewood and Los Angeles County has been chosen for more detailed discussion than have other areas. This is not because the Lakewood contract is characteristic of those in California or even within Los Angeles County. Rather, Lakewood's contract will be discussed for the following reasons: First, that city's contract was the first to go into effect in Los Angeles County; second, the system, as practiced there, represents perhaps the optimum development of such a scheme; third, the terms of the Lakewood contract are more extensive than are others; and fourth, the working relations between Lakewood and the County government seem ideal and this fact has had important consequences upon the success of the contract system.

Under the Lakewood Plan, the county agrees to perform five phases of Law enforcement. These are as follows: 1. basic law enforcement, 2. traffic law enforcement, 3. school crossing guards, 4. bicycle license enforcement, and 5. school safety officer.

Under the agreement covering basic law enforcement, the county agrees to provide police protection throughout the municipality of a type and at a level which is normally rendered in the unincorporated portions of the county. The service includes the enforcement of state statutes and local ordinances which are similar to county ordinances enforced by the Sheriff.¹⁴ In considera-

¹³ Cf. Lakewood, Office of City Administrator and Los Angeles County, Chief Administrative Officer, *THE LAKEWOOD PLAN*, rev. 1957.

¹⁴ It should be noted that the county has been successful in encouraging contract cities to pass a set of basic local ordinances paralleling county ordinances.

tion of basic law enforcement services, the city agrees to transfer, assign, and turn over to the county treasury an amount equal to the fines and forfeitures collected by the city. Other phases of police service are supplied to the city on a cost basis.¹⁵ In 1959 the city paid an hourly rate of \$1.67 for school crossing guards, and \$5.87 for bicycle license enforcement.

City-county contracts contain a "built-in" review provision for adjusting costs on a strict cost accounting basis. Consideration is given to both direct and indirect costs. Elements of *direct cost* are as follows:

1. Direct salaries on a productive work-hour basis. This compensates the County for a proportionate share of non-productive time including holidays, vacation, and sick leave.
2. County's retirement contribution and Workmen's Compensation Insurance premiums on above salaries.
3. Cost of direct maintenance and operation items furnished in providing the service. This includes such items as supplies, equipment usage and mileage payments to employees.¹⁶

Elements of *indirect costs* are as follows:

1. A proration of departmental and divisional supervisory and service salaries, and the County's retirement contribution and Workmen's Compensation Insurance premium payments on these salaries.
2. A proration of indirect maintenance and operation expense.
3. General county overhead, compensating the County for a proportionate part of general administrative expense, centralized service activities, and special appropriations of benefit to County Departments. This includes service activities performed by the Board of Supervisors, Auditor-Controller, Treasurer, Purchasing and Stores, County Counsel, Civil Service Commission Mechanical Department and Communications Department. . .¹⁷

For traffic law enforcement in 1959, Lakewood and other contract cities paid the county \$78,400 annually for around-the-clock service by one patrol car. (The Los Angeles County Sheriff's Department currently operates with two-mar cars

on the early morning and night watches, and with one-man cars during the day watch.) The elements of this charge are calculated in terms of *one deputy sheriff hour*.¹⁸

In 1957, Lakewood, with an estimated population of 60,674, spent \$235,000 on all phases of law enforcement. For this amount, the city was provided with 24-hour service by four patrol units, two assigned essentially to general law enforcement and two to traffic enforcement. This expenditure also included the services of an officer to enforce overtime parking regulations, bicycle license enforcement, and the services of a School Safety Officer. At first glance, it would appear that this level of law enforcement would be inadequate for a city of that size. Closer examination, however, discloses that the city enjoyed other benefits under its contract system. The city's police service was not limited simply to that which has been enumerated. In addition, the city had at its disposal the entire facilities of a large, well-trained, and well-equipped police agency. The personnel resources of the Los Angeles County Sheriff's Department, with a complement of more than 3,800 personnel, could provide the city with specialists when their services were needed. This reservoir of reserve talent, available only from the resources of a large organization, is one of the key assets of the contract system of police services. A large, well-trained staff provides the city with a "cushion," with a base for flexibility of operation and with a reservoir of strength and talent which it could not otherwise afford. Furthermore, Lakewood and other contract cities had at their disposal the personnel necessary for temporary and/or irregular selective enforcement or "saturation" programs. Special teams could be moved into the city to the best advantage of both the contract city and the Sheriff's Department.

Decentralization of the decision-making process is another key to the success of police service contracts in Los Angeles County. Police incidents, by their very nature often give rise to confusion, to misunderstanding, and to complaint. Within this frame of reference, such contracts should be structured to resolve these issues satisfactorily at the lowest possible level in the command hierarchy. They should provide, therefore, formally or informally, some "built-in" structure for the

¹⁵ In order to assure local groups that the charges represent true costs, the county government instituted in 1956 an extensive cost accounting system.

¹⁶ THE LAKEWOOD PLAN, OP. CIT., p. 5.

¹⁷ *IBID.*, pp. 5-6.

¹⁸ Letter, from Los Angeles County Auditor-Controller to Sheriff, in: Los Angeles County Sheriff's Department, SURVEY OF POLICE SERVICES FOR THE CITY OF WEST COVINA, 1957, hereinafter referred to as the WEST COVINA SURVEY.

efficacious disposition and resolution of complaints and matters of confusion and misunderstanding.

For the first four years of its contract with the county, the city of Lakewood was served by the personnel of the Norwalk Sheriff's Station, one of the Sheriff's several district stations. In 1958, a new Lakewood Sheriff's Station was constructed in the civic center plaza of Lakewood. Personnel of this station now serve the population of four other contract cities as well as certain unincorporated areas in the vicinity.

Contact between a contract city and the county, relative to performance of contract terms or questions about service, is normally between the chief executive of the city and the commanding officer of the Sheriff's Station. In the case of Lakewood, the city's Administrator would contact the Captain commanding the Lakewood Station. Only in rare instances, usually involving basic departmental policy, is it necessary to refer a matter to someone higher in the sheriff's command echelon. The Sheriff, for his part, has appointed an Inspector in his Patrol Division as Liaison Officer with contract cities.

Relationships between the city of Lakewood and the Sheriff's Department seem ideal for the success of the contract system. Officials of the two governments feel that the system is working especially well in Lakewood primarily because both parties want it to work. Each party has the mutual respect and confidence of the other. Each party is familiar with some of the problems of the other, and the relationship has been especially cordial and amicable. Such a situation is unusual in many forms of intergovernmental co-operation; it is phenomenal in as vital a function as police service. Police services, perhaps by their very nature, often lend themselves less readily to sound metropolitan solution than do some other functions. In many cases, law enforcement has been virtually ignored in otherwise comprehensive solutions to metropolitan problems. Police problems have often seemed particularly unsuited to metropolitan resolution. Characteristically, therefore, the police functions, as well as fire, were among the last to be added to contract services performed by the county government in the Los Angeles area. The "era of good feeling," therefore, which characterizes the relations between Lakewood and the Sheriff's Department, is unique.

A perspective of the relations between Lakewood and the Los Angeles County Sheriff may be gained by reading the comments of Lakewood's City Administrator:

It may seem an unusual thing to state, but I honestly, as city administrator, cannot point out any real problem in our relations with the County Sheriff. We are more than pleased with the services rendered and the organizational setup. . . if the Lakewood Plan of contractual relations ever fails, I feel the last thing that will be done is to set up our own police department. The key to all this is having a county with a police setup such as that of Los Angeles to provide the services.¹⁹

Confidence such as this is not lightly placed. It stems from the good will exhibited by each party. The city, for its part is committed to a continuation of the contract system as long as it works to the best interests of its citizens. Furthermore, city officials do not attempt to intervene in the actions of the Sheriff. Police costs are certainly favorable to the city, and the contract system provides the city with economical police service, at a level of service higher than it could afford to provide through its own police department.

On the Sheriff's part, there is also a commitment to a continuation of the contract procedure as long as it is mutually satisfactory. Sheriff's representatives maintain close contact with city officials and are receptive to institution of selective enforcement campaigns. Representatives of the Sheriff's Department are prepared to work closely with city officials, to appear before interested groups in order to maintain "grass roots" acceptance to the plan. In this regard, there is little difference in the Sheriff's procedure and that of many chiefs of police. Each month the Sheriff compiles a statistical report regarding the services of his department and the distribution of crime and other police hazards. This tabulation is sent to each contract city and includes incident rates and service calls throughout the Sheriff's jurisdiction, for each station, and for each contract city. In this manner, city officials are provided with current information regarding crime conditions and general law enforcement.

Is the police service contract system feasible only for newly incorporated cities, or is it possible to use this device to achieve functional integration through the absorption of existing departments? This problem involves considerations which are beyond the scope of this paper. Some brief comments will be made, however.

The possibility of absorbing existing departments has been officially considered twice by Los

¹⁹ Letter to the author from Henry L. Goerlick, September 19, 1957.

Angeles County officials. In 1957, the Sheriff's Department surveyed the city of West Covina on the request of the city council.²⁰ In 1959, the police resources of Signal Hill were surveyed.²¹ Each of these cities had existing police departments, and resolution of the personnel aspects of any plan of absorption became a major objective. As a result of the West Covina study, the County formalized a policy which provided that: "... upon becoming members of the Los Angeles County Sheriff's Department, eligible... employees would, by law, receive all the rights and benefits granted to County Employees."²² Only employees who had completed six months' service with the contracting city would be eligible for affiliation with the county. The policy further provided that an affiliated employee would be reduced in rank only when necessary "... to bring his performance capacity into conformity with Los Angeles County Sheriff's Department standards."²³ No employees, however, would suffer a reduction in pay. In the case of employees reduced in rank, these "... would continue to receive their present salary until general salary increases, periodic salary increases in rank, or promotion raised their salary level."²⁴

At the time of the survey, West Covina had a population of approximately 42,500. The Police Department had a complement of 37 personnel and an annual budget of \$278,655.34. Manning schedules permitted a deployment of only 2.8 patrol units per watch. Under the proposed contract with the county, 32 personnel would have been affiliated. All would have received an increase in pay, this increase ranging from \$18 to \$76 per month. The county agreed to deploy an average of 3.1 patrol units per watch to provide this service at an annual saving of \$41,839.34. The West Covina City Council rejected this contract plan and retained its own police department.

At the time of its survey, the city of Signal Hill had a population of 6,604. Its police department had a complement of 17 personnel and manning schedules permitted the deployment of 1 patrol unit per watch. The city's annual budget was \$168,815. Under the proposed contract system, 12 of the personnel would have been affiliated with the county. The county agreed to deploy the

equivalent of 1.2 patrol units per watch. The contract plan permitted a saving to the city of \$74,735 per year. All affiliated employees were to receive salary increases ranging from \$23 to \$98 per month.²⁵

On April 7, 1959, the City Council of Signal Hill—by a vote of 4 to 1—agreed to accept the police contract plan and to affiliate eligible members of its Police Department with the County. Shortly thereafter, citizen groups qualified a petition to refer the Council's resolution to a referendum. A recall election was also initiated against the four councilmen who had voted for the acceptance of the contract. The subsequent election resulted in the recall of the four councilmen. The resolution accepting the contract was defeated in the referendum by a ratio of eight to three. Members of the Council who were elected to replace the unseated members voted unanimously to reverse the previous decision. After slightly more than one year of operation, the county's contract with Signal Hill was ended.²⁶ On July 1, 1960, a new Signal Hill Police Department was established. Interestingly enough, the former Chief of the department, who affiliated with the County at the rank of Lieutenant, decided to remain with the Sheriff's Department in that position.

The developments in West Covina and in Signal Hill, particularly, have intriguing implications. On-the-spot observation by the author—of the contract system operating in Los Angeles County—has convinced the author of its success. Discussion with police officials, with city administrators, and with community leaders has confirmed the soundness of the approach. The system is not perfect, of course, and day-to-day problems arise; these arise, however, in any human endeavor. It is significant that in more than six years of operation the police contract system has grown in scope and significance. Investigation in Los Angeles has failed to uncover any contract city which is seriously contemplating withdrawing from the plan. The only contract which has been lost was with the only city that had previously had its own police department.

In light of Signal Hill's withdrawal from the scheme, certain questions arise. Where existing police agencies are costly and inadequate, what are the chances of achieving functional integration

²⁰ WEST COVINA SURVEY, OP. CIT.

²¹ Los Angeles County Sheriff's Department, SURVEY OF POLICE SERVICES FOR THE CITY OF SIGNAL HILL, March 20, 1959, hereinafter referred to as the SIGNAL HILL SURVEY.

²² WEST COVINA SURVEY, p. 10.

²³ *IBID.*

²⁴ *IBID.*

²⁵ SIGNAL HILL SURVEY, p. 23.

²⁶ Trygg, C. E., "Police and fire departments re-established after Signal Hill tries contract services, WESTERN CITY MAGAZINE, 37:17-8 (Jan., 1961).

through the absorption of these departments? Do serious obstacles remain even after satisfactory resolution of the personnel features of such a plan? Why is the control of police agencies peculiarly attractive to the political leaders of local communities? Is this control particularly attractive to the leaders, both elective and appointive, of smaller communities? If the realization of such a plan requires voter approval, what are the chances of citizens making a rational decision in this area?

CONCLUSION—THE FUTURE OF POLICE SERVICE CONTRACTS

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. This instrument may be used not only to integrate law enforcement within a particular metropolitan area or region, but also to provide a coordinated police program to an area which lacks the resources to build such a program of its own. The advantages of contract services are just as applicable to cities of more than 50,000 population as they are to the smaller communities. Areas with less than 100,000 population which are just incorporating might seriously consider this plan as an alternative to establishing their own police department. An effective police agency, after all, evolves; it is not created overnight. The police departments of few newly

incorporated cities can claim a law enforcement program which is as versatile, as economical, and which has as wide a scope as does the contract police program of Lakewood.

The examples included within this paper are limited to illustrations of the county as a contract agency. The contract system is not, however, limited to county-city contracts. There are examples of city-city contracts, and the Atlanta Police Department performs contract services for Fulton County. To be successful, the contract system must be germinated and achieved in an atmosphere of mutual respect, understanding, and good faith between contract bodies. To be successful, contract services must be based upon long-term planning. They should not be viewed simply as an expedient, or stop-gap approach. Law enforcement is too vital a governmental function to be entrusted to mere expediency.

Implicit in the study of contract police services are considerations of the role of the police in a democratic society, of popular control of police agencies, of communication between those policed and those who do the policing. Law enforcement has been one of the last governmental functions to develop as a contract service. This is due perhaps to the nature of the police function itself, and to the fact that its services are not as easily measured as are other public services. It is also due to the reluctance of citizens in many areas to give up their autonomy on police matters. Study of the evolution of contract police services will uncover further implications relative to the police function in a free society.