Small Town Policing in the New Millennium: Strategies, Options, and Alternate Methods

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by Robin A. Johnson
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Dear Chief:

In Spring of 2000, the Illinois Law Enforcement Training and Standards Board’s Executive Institute and the Illinois Institute for Rural Affairs conducted a non-systematic survey of small town police operations. The production of the following monograph resulted from their survey.

The information contained in this monograph report will be of value to all small Illinois police departments as they continue to develop alternatives to retain competitive and cost-effective police operations. The three alternatives currently identified may provide models for other communities struggling with a declining income base, or fixed base with increasing costs.

Small community policing makes up the vast majority of police agencies in the State of Illinois. The desire of small communities to retain control over their police agencies is strong. Therefore, the Board plans to continue studies in this important area, and will report other strategies as they emerge.

The Board is pleased to have been a sponsor in this project and we hope that the information is useful. According to Dr. Robert Fischer, Director, Illinois Law Enforcement Executive Institute, other models currently are being used throughout Illinois. If you know of other successful models, please contact Dr. Fischer at (309) 298-2266, or fax (309) 298-2215.

Sincerely,

Thomas J. Jurkanin, Ph.D.
Executive Director
Executive Summary

Small town officials face a variety of trends that are making it increasingly difficult to provide police services in the traditional way—through an in-house, municipal police department. Statistics suggest that incidents of crime are increasing in rural areas, and the current means of providing services is becoming ineffective.

This study examines the emerging crime trends which are causing small town law enforcement officials to consider changing the structure of service provision, as well as the alternate strategies that have already been implemented in some communities and their implications.

Three alternate strategies have emerged in small communities throughout the state: (1) contracting for patrol services with county sheriffs’ offices or nearby municipal police departments, (2) consolidation or merger of small police departments in close proximity to each other, and (3) contracting directly with certified police officers—a form of privatization.

While a relatively small number of communities have implemented such alternatives, there will be an increasing need to do so in the future. Mandates, limited resources, and economic slowdowns indicate a lack of feasibility in maintaining traditional in-house police departments, and it is certain that community officials will need to generate creative solutions for maintaining adequate service levels at a reasonable cost.

This type of change is always challenging for any government service—especially for police services. Implementation of alternatives to traditional police service models is a highly political undertaking which affects the identities of the communities involved. More and more officials, however, are finding that such alternatives can facilitate effective services and preserve the identity of the community. Decisionmakers in small towns throughout the state will need to be creative and innovative in order to adapt to meet the changing needs of their individual communities.
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Introduction

Law enforcement is one of the few truly essential services provided by government. From the Federal Bureau of Investigation (FBI) to village police departments, governments at all levels have the authority to enforce laws and protect the public from criminals and illegal activity. At the local level, police services are also the most visible as citizens see their tax dollars at work on a daily basis.

While much recent attention has been focused on inner-city crime problems such as drugs, gangs and gun-related violence, there is little awareness of nascent trends suggesting deepening crime problems in small communities, especially in rural areas. In response, law enforcement officials in small towns face a variety of constraints that limit their ability to develop effective policing strategies. Increases in the incidence and seriousness of crime in rural areas, financial limitations, and structural constraints are forcing small town police chiefs to explore alternate ways of providing police protection services. In fact, the problems facing small town police departments were raised during the 2000 presidential campaign by a group of rural police chiefs in New Hampshire meeting with one of the candidates (Wilgoren, 2000).

This paper will examine alternatives available to small town law enforcement officials to meet the challenges of the new millennium. First, some background information on recent crime statistics is provided that should be disturbing for rural officials and policymakers. In addition, other trends are examined that are forcing local officials to consider alternatives to traditional, in-house policing. The next section examines the extent of alternate strategies involving police protection services in small Illinois communities based on previous research. While the most common alternative is contracting with another government to provide police protection services, other options are available that can be considered by local police chiefs such as consolidation or merger of police services and individual contracts with certified police officers. After a look at one small town’s struggles to provide police services, each alternative method of police service delivery is examined with innovative case studies and best practices from small communities throughout the state. It is hoped this paper will provide viable alternatives for local police chiefs to consider as they struggle to maintain adequate service levels at an affordable cost and stimulate officials to develop further creative initiatives.
Factors Causing Alternate Strategies

There are a number of challenges facing rural police departments that have led small town chiefs to adopt alternate methods of police protection. Some are the result of external forces, such as intergovernmental mandates and crime trends, while others are internal, including financial constraints and citizens’ demands for services. The trends, some of which are still emerging, will continue to put pressure on local officials to consider new ways of providing police protection services.

Rural Crime Trends

While citizens in rural Illinois have commonly experienced violent crime through television, newspapers, and movies, certain types of criminal activity are now taking place closer to home. Rural police agencies traditionally worry more about traffic code enforcement and property crimes, such as vandalism and burglary, yet more instances of drug and gang-related crimes are occurring.

The recent decline in crime rates nationwide has been broadcast in the news media as elected officials rise to take credit for tougher laws and harsher sentences. Public opinion polls, which disclosed crime at the top of the list of citizen concerns in the 1980s, now show other issues more prominent. Recent statistics, however, reveal trends in rural areas that have not received as much publicity. Data from the National Center for Rural Law Enforcement provide evidence of some alarming trends:

- Violent crime in rural counties nationwide increased 53 percent between 1983 and 1997.

- In 1997, the latest year for which information is available, rural counties experienced a 3.1 percent increase in violent crime while violent crime declined 6.2 percent in cities of more than one million in population.

- FBI crime statistics for 1997 show an overall decrease in crime nationwide; however, in rural counties, robberies increased 10.7 percent, motor vehicle theft increased 4.6 percent, and forcible rape increased 7.4 percent. In addition, forcible rape increased nearly 10 percent in cities of less than 10,000.
The rate of law enforcement officers killed in rural counties and towns was greater than the rate for large urban areas during the period of 1988-1997.

A recent study by the National Center on Addiction and Substance Abuse reported that adolescents in small towns and rural America are much more likely than their peers in big cities to have used drugs.

In addition, gang activity is increasing in rural areas, according to sheriffs and police chiefs attending a recent National Center for Rural Law Enforcement conference. If gang activity in rural communities follows trends common in urban areas, rural law enforcement officials can anticipate an increase in aggravated assaults.

Rural areas have also seen an upsurge in certain drug crimes in recent years. For example, the manufacturing and use of methamphetamine (meth) have increased in rural cities and counties due to the nature of the substance and access to fertilizers that are key components of the drug (Perlman, 2000). In fact, Illinois has witnessed an increase in meth lab seizures, numbering more than 100 since 1997 when authorities began keeping statistics. More than a dozen meth labs were discovered last year in Jackson County in southern Illinois.

Demographics

Changing population patterns are impacting police department services and structure. For example, small towns in northeastern Illinois experiencing population expansion from the suburbs and collar counties may encounter traditional urban problems, such as gangs, violent crime, and drug use, that may strain police budgets. Conversely, small communities in southern Illinois face continued population declines and economic dislocations which combine to reduce the resources available to maintain effective law enforcement. In either case, financial limitations resulting from population changes may force officials to consider alternate methods of police service delivery.

In addition, increases in population subgroups can alter the levels and types of police services offered. Police officials in towns experiencing an increase in the number of youth tend to shift resources to crime prevention, drug interdiction, and gang awareness activities. In towns with a large proportion of elderly citizens, police departments often become more involved in service activities. Police services which require some degree of specialized skills are candidates for cooperative agreements with other communities facing similar problems.

Structure of Local Governments

Small town police departments are limited in their ability to respond to increases in crime. For example, 90 percent of law enforcement agencies in the United States serve populations of less than
Most municipal police departments in the nation (77.0%) serve populations of less than 10,000. In Illinois, which has more local governments than any state in the nation, most municipalities (85.8%) are less than 10,000 in population and more than three-fourths (77.6%) are less than 5,000. Also, most law enforcement agencies in the U.S. have ten or fewer officers on their forces.

In addition, many local governments attempt to provide a comprehensive level of police services, regardless of their capacity to do so adequately. For example, while many provide some measure of patrol services, most rural communities cannot afford to maintain full-time investigative units. Attempting to provide a full range of services depletes scarce resources and results in duplication and inefficiency among competing law enforcement agencies. The number of local governments providing police services and the broad range of possible services creates opportunities for sharing of resources and personnel among law enforcement agencies.

Cost of Police Services

Police protection is one of the most costly services provided by local governments. The major law enforcement task is patrol, which is labor intensive. Personnel costs, including salaries and benefits, comprise most of police budgets, with expensive equipment, such as squad cars, firearms, and telecommunications needs, adding to the expense. Public police budgets have been growing at a rate of approximately three percent annually and demand for services is increasing even faster (Eggers, 1997).

With costs rising, rural communities also face limits on their ability to raise revenues to pay for policing services. Towns and villages receive sales tax and income tax distributions from the State of Illinois. The only major revenue source under local control is property taxes, which are difficult to raise because of intense citizen opposition. One-third (34) of Illinois counties have property tax caps which limit the amount of funds local governments can raise from increased property taxes. Thus, small towns and villages face the double-whammy of increased demands and costs for police services and limits on their ability to raise additional revenues to pay for services.

“Cop Crunch”

Police departments of all sizes across the United States are having increasing difficulties recruiting and retaining police officers. With a booming economy and a variety of social and demographic factors limiting the number of police recruits, departments are forced to pay more overtime and adjust patrol shifts. In response to the competitive environment for police officers, many governing authorities are considering improved pay and benefit packages to attract and keep officers, thus creating additional financial burdens. The situation is particularly acute in the smallest communities (less than 2,500) in which 57.8 percent of police chiefs say current pay is not sufficient to attract qualified applicants (Hazlett, Fischer, York, & Walzer, 1998). While economic enticements may
address the immediate problem, there are indications that the officer shortage may be a long-term phenomenon (Swope, 1999).

The problem is more acute for small communities that have limited resources with which to compete. A common problem in small towns is that police vacancies serve as entry-level positions for many recruits. After training and a minimal number of years on the force, they move on to more lucrative opportunities in larger communities that can afford more generous pay and benefit packages. It is financially difficult for a town of 10,000 to compete for police officers on economic terms with a community of 25,000. Some small towns face a vicious cycle of constantly hiring and training new recruits; this hinders continuity and stability and imposes additional financial burdens.

Mandates

Unfunded state and federal mandates also create pressure for local officials to consider alternate strategies for policing. Recent intergovernmental regulations mandated more training for handling hazardous materials and air/blood born pathogens. Many police chiefs experience difficulty finding time to train all their employees and then having to raise funds to pay for unfunded mandates as well. Also, part-time police officers were mandated to complete the same training requirements as full-time officers. This mandate hits smaller departments particularly hard because they are more likely to rely on part-time officers and do not have adequate resources to pay for increased training. The training mandate also creates a disincentive for part-time officers because they must undergo 400 hours of training for less than full-time pay and benefits.

Reinventing Government

In addition to the above concerns, many small town police chiefs are looking to new and innovative strategies to provide services at less cost. The movement to increase efficiency in government operations is common at all levels of government and moves beyond ideology and political affiliation. A new approach to public service provision is emerging in response to financial limitations, increased demands for accountability from the public, and a genuine desire on the part of public officials to improve the quality of services. Leaders at the local, state, and federal levels are examining successful strategies from other jurisdictions and adapting them to their needs and resource availability.
Extent of Alternate Strategies

Because of the large number of local governments in Illinois and the fact that most municipalities have small populations and are rural, the state can serve as a microcosm for alternate methods of police protection services. Not all small towns choose to provide police services, with some relying exclusively on routine sheriffs’ patrols for protection. This study will focus on three of the most common forms of alternate policing in small communities—(1) intergovernmental agreements, (2) consolidation or merger of police departments, and (3) contracting with individual certified officers or privatization. Before exploring each method in greater detail, it is helpful to examine the extent of alternate policing strategies in Illinois.

Intergovernmental Agreements

A number of recent studies have explored the extent of intergovernmental contracting for police services. Other alternate policing methods, such as consolidation and privatization, are not as common and have not been adequately measured in surveys. Research into local government service delivery reveals that intergovernmental contracting is widespread in Illinois and that most officials believe such agreements are effective. The extent of intergovernmental agreements for police protection is somewhat limited, however.

ICIC Study

A 1994 survey by the Illinois Commission on Intergovernmental Cooperation (ICIC) (1995) reported that responding municipalities contract public safety services most often. The survey was sent to a stratified random sampling of 100 cities across the state. Police and fire communications, particularly 911 systems, were frequently cited as an example of intergovernmental contracting. Mutual aid agreements are also common among small towns to ensure assistance from neighboring departments during emergencies.

Municipal Contracting Study

A 1995 survey of Illinois municipalities by the Illinois Institute for Rural Affairs (IIRA), the Illinois Municipal League, and the Office of the Comptroller found that 23.9 percent of responding cities provide services to other local governments. Many cities providing services were greater than
5,000 in population, and police communications, training, and patrolling are contracted most often
(Johnson & Walzer, 1996).

**County Sheriffs Study**

A 1995 IIRA survey of county sheriffs revealed that 39.3 percent of respondents provide contracted services for small communities, with most providing night patrol (87.9%) and investigative services (63.6%). More than one-third of sheriffs in rural counties (35.6%) reported the range of services had increased since 1980 and 35.0 percent said the number of contracts had increased during that time period. Interestingly, none of the respondents in rural counties said that the number or scope of agreements had decreased since 1980 (Fischer & Walzer, 1995).

**ICCG Study**

In 1997, the Illinois Center for Competitive Government (ICCG), a partnership between IIRA and the Office of the Comptroller, examined county contracting practices in a survey of county officials. Most responding officials statewide (57.9%) and nearly half in rural counties (45.5%) reported providing services for other governments by contract. Of those counties with contracts, 36.4 percent provide public safety services such as police protection and patrols, police communication, and housing for prisoners. In fact, public safety services are contracted most often by rural counties (Johnson & Walzer, 1998).

**IIRA Municipal Police Study**

A 1998 survey of municipal police chiefs conducted by IIRA, the Illinois Association of Chiefs of Police, the Illinois Law Enforcement Training and Standards Board, and the Illinois Law Enforcement Executive Institute found that only 2.2 percent of towns of less than 2,500 reported contracting with a public agency for evening traffic patrols. Slightly more than one in ten cities (11.8%) provide contracted services to other governmental bodies. Cities with populations of more than 10,000 were slightly more likely to provide contracted services. Among the services provided most often were traffic enforcement (31.3%) and night patrols (28.9%) (Hazlett et al., 1998).

As these survey results demonstrate, the number of contracting agreements for police protection services in small towns is somewhat limited. Results in all of the studies varied with population size, with larger cities and counties more likely to provide contracted services than smaller governments. This makes sense because larger entities have more staff and greater resources to provide additional services. Even some rural, remote counties and cities provide police protection for smaller towns. As was alluded to earlier, intergovernmental contracts and alternate approaches to small town policing will likely increase in the future, making current experiences important for interested officials. While the overall number of contracting agreements is limited, there are examples
worth highlighting for the benefit of officials considering similar arrangements. First, it is useful to
examine one small town’s struggles during the past several years to find the proper delivery system
for police services.
A Case Study—Avon

Avon (pop. 950) is located in Fulton County in west-central Illinois. It is near larger communities, such as Peoria, Galesburg, and Canton, but not close enough to merge police operations or contract with a municipal department. Local officials have contracted at times with the Fulton County Sheriff’s Office for police services, and have researched having one sheriff’s deputy stationed in town under a contractual arrangement; however, local officials determined it would be cost prohibitive to enter into an intergovernmental contract with the county because unionized deputies’ pay is higher and the village would have to provide its own vehicles.

Currently, Avon has pieced together an in-house police force of part-time officials, including the chief. While the five part-time officers are not able to provide 24-hour patrols, local officials view the department as the best-trained in years. All but one of the officers are employed in other law enforcement occupations and have received training to be certified police officers. The police chief and sergeant are both employed full-time at a state prison in Galesburg. Another officer works full-time as a Knox County deputy, while a fourth serves in the nearby Bushnell (pop. 3,300) auxiliary department. The other police officer holds a nonpolice position but is receiving mandated training and plans to pursue a career in law enforcement. In addition, Avon retains a mutual assistance agreement with Fulton County for emergency services.

Avon officials have tried numerous strategies in recent years to provide police protection services for village residents. In fact, the town has used six methods since 1995, including the present structure. Five years ago, Avon had an in-house police department with a full-time chief. The chief’s resignation prompted village officials to contract with the Fulton County Sheriff’s Office on a short-term basis until a long-term solution could be found. Then, the town brought police services back in-house after hiring another full-time chief. The new chief did not last long due to disagreements and conflicts with village officials. When this system failed, the village again entered into an intergovernmental agreement with the county for patrol services. The village then moved to a slightly different in-house department with a part-time police chief, whose full-time occupation was serving as a Knox County Sheriff’s Deputy. After the part-time chief retired, the village hired another part-time chief who oversees the current arrangement.

Avon officials are hopeful that the current police structure can prove more lasting than previous arrangements. Stability and continuity are important for all government services, not just police protection. According to former village clerk Mary Williamson, local residents are also concerned
about the crime issue because of their closeness to a major urban center like Peoria and the potential for problems arising from state prisons located in Canton and Galesburg. Traffic patterns in the area could result in problems with drugs and gangs, leading residents to express concerns over adequate police protection.

While Avon’s experience with different methods of policing points out the struggles of small town officials to maintain adequate law enforcement, their story may not be unique in small towns across the state. Small town departments in Illinois are usually staffed with four or fewer officers, most of whom are part-time (Hazlett et al., 1998). It will be difficult to maintain the present system in Avon unless the officers remain in town and employed in their current full-time positions. Many outside events can occur to disrupt the present structure of police services and force village officials to again scramble for an alternative. Unfortunately, long-term solutions are difficult to find and can be expensive for small, rural communities. There are alternatives, however, and some small town officials are adapting them to meet their local needs in new and innovative ways.
Alternate Policing Strategies in Small-Town Illinois

This study focuses on three common types of alternate policing options for small communities: (1) intergovernmental agreements, (2) consolidation of services, and (3) privatization. Any alternative to a full-time, in-house department involves losing some freedom of independent action. This disadvantage is balanced by the need for an improved level and quality of service that is expected from an alternate strategy.

Intergovernmental Agreements

Prior to the adoption of the Illinois Constitution in 1970, local governments were restricted in their ability to form cooperative agreements with other governmental units. The revised constitution, along with the Intergovernmental Cooperation Act of 1973, granted local governments much more latitude to enter into intergovernmental agreements.

The state constitution allows local governments to contract and undertake agreements with each other; state government; other governments and their local units; school districts; and the federal government—as long as these activities are not prohibited by law or ordinance. Local governments can purchase or share services and can exercise, combine, or transfer any power or function. The Intergovernmental Cooperation Act permits powers, privileges, or authority of a local government to be exercised with other local government units and/or state agencies.

Not all intergovernmental agreements are appropriate for all local units of government. The state constitution encourages intergovernmental cooperation and pledges to provide financial and technical support to assist these endeavors. Local officials should carefully weigh the costs and benefits of an agreement, however, prior to becoming involved.

California pioneered the use of intergovernmental agreements under the Lakewood Plan in 1954. Under the plan, municipal governments were allowed to choose between providing services in-house or contracting for services from a county. Studies of this quasimarket involving law enforcement found lower costs in counties where contracting was common.
Several distinct types of intergovernmental agreements are currently used in Illinois, including contracting for services, service sharing, and group purchasing. The type of agreement depends on the needs of the parties involved. Contracting for services is the form of intergovernmental agreement used most often in Illinois communities.

A common arrangement involves one local government agreeing to provide a service for another. This usually occurs when a smaller government does not have the resources, equipment, or expertise to provide a service and, therefore, contracts with a nearby, larger government for a fee. Law enforcement contracts provide an excellent example of this type of contracting. Some small villages contract with a county sheriff’s department for police protection services. Hiring a full-time staff can be beyond the fiscal resources of many small villages and may represent excessive coverage. County governments can provide night patrols, crime investigation, or other services on an as-needed basis. Some counties, such as Hancock, Jo Daviess, and White, provide patrol services for other governments, typically small villages.

Intergovernmental agreements are the least complicated method of contracting and/or coordinating service delivery, including for police protection. An attractive feature for local officials is that intergovernmental agreements can typically be implemented without any significant change in the present structure of government. Costs can be lower than if a community provides the service itself by avoiding duplication of service; fixed costs, such as buildings; and administrative overhead expenses.

The King County Sheriff’s Office in Washington offers an excellent example of a systematic approach to contracted police services. County officials and sheriff’s staff developed a custom-tailored approach for the delivery of law enforcement services. Nearby cities can choose from a “flex” model, in which law enforcement services are provided to the city in proportion to its share of the precinct’s workload; the “city” model, in which supervision and positions are dedicated to the city; or the “shared supervision” model, in which precinct command and supervision is shared by the county and the city.

Currently, the King County Sheriff’s Office contracts with 12 cities ranging in size from 239 to 50,380. Cities maintain local control by choosing which services they want to receive, participating in the selection of personnel, determining staffing levels, and monitoring the contract through a joint city-county oversight committee. Each city may also opt to have distinctive uniforms and vehicles marked with its city logo to maintain local identity. The sheriff’s office assumes liability for the officers and has control over hiring and training. (For more information on the King County Sheriff’s Office method of contracting services, visit their website at <www.metrokc.gov/sheriff/contract.htm>.)
In Illinois, there are a variety of examples of contracting for police services. Knox County began offering contracted patrol services for small communities after the election of Jim Thompson as sheriff in 1998. His predecessor had discontinued contracted patrols and small town officials urged the county to reinstate them. Currently, the county contracts with Abingdon (pop. 3,600), Wataga (pop. 880), and Oneida (pop. 700) for patrol services. While contracted patrols by Knox County are designed to supplement regular police services provided by the Abingdon Police Department, they are the only policing done in Wataga and Oneida.

Abingdon sought additional patrols due to personnel shortages, while Wataga and Oneida requested policing during weekend evenings and summer months when vandalism and alcohol-related incidents are more likely to occur. Ironically, Knox County contributed to Abingdon’s staffing shortage by hiring some village police officers, who left because of more attractive pay and benefits.

Knox County’s police contracting system is unique in that it involves a partnership among the county, small towns, and the three unions representing sheriffs’ employees. Contracted patrols involving Knox County deputies are supplemental to their normal working hours and are offered on a voluntary basis. Sheriff Thompson stressed the importance of cooperation of the unions to the ultimate success of patrol contracts in Knox County. By involving them in the process of devising a system of contracted patrols, the sheriff overcame a potential obstacle and gave deputies a stake in the success of contracting.

The sheriff’s office created a process where small towns submit a written request for patrol services and a proposed schedule for patrol. While small towns can designate the hours of service under the agreement, the sheriff’s office maintains control of the officers’ duties and responsibilities. After examination by the sheriff, the proposal is given to the patrol union for right of first refusal and provided to the other unions if no deputies are interested. The only restriction is that deputies must be sworn, certified police officers. According to the sheriff, deputies are usually interested because the pay is attractive compared to other part-time opportunities in the area. After the staffing issue is addressed, the agreement is signed and patrolling begins. Current contracts are one year in length and renewable subject to the agreement of both parties.

The fee that is charged to small communities is structured to cover the costs of personnel, equipment, and fuel. According to Sheriff Thompson, the goal of contracting is not to make a profit but to provide a necessary service to small, rural communities. Because the contracting program is fairly new, the sheriff and his staff will review the fees after one year to determine if the charges are adequately covering the costs of service provision and if they need to be adjusted.

The benefits of contracted patrols in Knox County include increased visibility and presence of police in rural communities, crime prevention, and a greater sense of security by residents. Contracted
police services enable small communities to access services they otherwise would be unable to provide.

Some of the potential drawbacks to contracted patrols were overcome through the creativity of local officials. Instead of seeing union contracts as an obstacle, the sheriff worked with deputies to create a workable partnership that has resulted in a win-win-win situation for the county, villages, and deputies. Other issues that may arise include increased radio traffic and shift coordination where the shift requested by a town may not coincide with shift scheduling in the sheriff’s office. The issue of control will also be a potential area of disagreement if village officials seek more direction over the activities of deputies. Although the problem has not arisen in Knox County yet, some deputies may not wish to work additional hours of patrol. Finally, both the county and participating towns need to upgrade their administrative skills to effectively manage and oversee contracts. While attorneys for the various local governments can create a formal intergovernmental agreement, the responsibility of contract monitoring falls to local officials who may or may not have the necessary skills. Most potential problems and issues can be overcome with effective communication and cooperation among the various parties to the contract.

The Henry County Sheriff’s Office has long provided contracted patrol services for small communities. Scope of services provided and the structure of the agreements varies with the needs of individual communities. For example, the county has an agreement with Andover (pop. 580) for patrol services that was devised by Sheriff Gilbert “Gib” Cady. Deputies earn time-and-a-half pay directly from the village for services such as traffic enforcement, and hours worked are subtracted from comp time accumulated from the sheriff’s office. The county benefits because officers use or “burn off” comp time which saves tax dollars and limits the accumulation of comp time. Andover, which has no village police force, benefits by having police protection, and the officers gain additional income.

The most innovative contracting arrangement in Henry County is with the village of Orion (pop. 1,800) where a long-standing intergovernmental agreement is unique in its approach to village policing. Orion, which has no police department, compensates the county for three officers who provide 24-hour police protection for the village. A similar agreement exists with the village of Cambridge (pop. 2,100). According to Sheriff Cady, the deputies patrolling Orion are supplemental to the regular sheriff’s staff and would have to be absorbed into the budget or terminated if the agreement was canceled.

The scope of services for the village includes routine patrols, emergency response, and investigative services. Orion maintains a police headquarters and furnishes office space, furniture and furnishings, janitorial service, lights, water, and other utilities. While the village provides police vehicles for use by county deputies, the county has responsibility for vehicle maintenance and operation. Orion retains ownership of police equipment, such as vehicles and radios, and is responsible
for equipment replacement while the county maintains control over the activities of the deputies assigned to the village. Henry County also provides squad cars and pays for insurance coverage and training for the deputies.

Interestingly, when Orion officials first expressed an interest in contracting for police services, they solicited proposals from the Henry County Sheriff’s Office and the village of Coal Valley (pop. 3,500) located seven miles away. While not a formal bid process, the experience of Orion does suggest opportunities may exist in the future for local governments to compete for policing services in nearby communities.

The original agreement provided that at least one full-time deputy be required to live in the village. While this provision was fulfilled when the contract was first implemented, it became more problematic as deputies left the department to pursue other opportunities. Thus, according to the village clerk, Lori Sampson, the provision has not been enforced by the village for several years.

Oversight of the agreement is exercised by a Law Enforcement Advisory Committee comprised of the sheriff, village president, police commissioner of the board of trustees, and the sheriff’s deputies assigned to the village. Meetings are held monthly and are designed to facilitate input into services and standards of performance of the contract. The sheriff also provides a monthly report on the department’s activities at a village board meeting and produces a monthly written summary as well.

The intergovernmental agreement, first signed in 1980, has a length of one year and is renewed on an annual basis. Either party can terminate the contract by giving 90-days notice. Currently, the charge for services is approximately $168,000 annually, which is paid on a monthly basis. The contract stipulates that services are provided by the county without profit but at actual cost. Thus, costs are reviewed each year to determine if they should be adjusted.

Both parties express satisfaction with the contracting arrangement and point to mutual benefits. Henry County is able to add three deputies to its sheriff’s department at no cost who are available for backup duty in case of emergency elsewhere in the county. The sheriff’s office also benefits by providing added police protection services in a small community that assist crime prevention efforts and increase the visibility of law enforcement. Sampson believes the agreement has resulted in improved police protection and a better quality department than what existed previously. The only concerns expressed by Orion residents are the turnover of assigned officers and the desire for more village control over the activities of deputies. According to Sampson, however, the concerns are relatively minor compared with the support most residents voice for the current agreement.

Another variation of contracting for police services involves the village of Erie (pop. 1,500) and the Whiteside County Sheriff’s Office. The two parties have contracted for services at various times
during the past two years to meet the short-term needs of the Erie Police Department. For example, the sheriff’s office will provide patrols on weekends and several days a week on an as-needed basis, especially when new hires are attending the Police Training Institute (PTI) in Champaign. Contracting patrol duties when the department is short on staff prevents the remaining Erie officers from having to work around the clock, seven days a week.

Whiteside County deputies are allowed to sign up for extra patrol duty on a voluntary basis. Because the deputies receive time-and-a-half pay for contracted patrol service, there has been little problem attracting sufficient numbers of deputies to volunteer.

In addition, the department closely examines the cost of providing patrol services to ensure the county does not lose money on contracting. Chief Deputy Larry Van Dyke reports the hourly fee is intended to cover the full costs of providing the service, including the officers’ pay and benefits, insurance, and fuel. In 2000, the sheriff’s office is charging the village of Erie $29.50 per hour for patrol services; this is a $2.00 increase from the per hour charge for 1999. At the end of the contract period, the sheriff’s office conducts an in-depth analysis of costs and adjusts the fee accordingly.

While contracts for patrol services with counties is one option available to small communities, some villages contract for services with other neighboring cities. This type of strategy is practical only for small towns in close proximity to communities with full-time police departments. For example, Rapids City (pop. 930) in Rock Island County has long contracted for patrol services with larger communities. Port Byron (pop. 1,400) provided police protection services for Rapids City for approximately 30 years, with the fees generated covering about one-third of the department’s budget. Rapids City changed service providers in 1998, contracting with the city of Hampton’s (pop. 1,600) police department for a three-year deal, covering routine patrols, radar checks, and enforcement of village ordinances. Because of their close proximity, contracted patrols in Rapids City are worked into the regular patrols of the Hampton Police Department, which also provides community services, a school resource officer, and traffic enforcement. The fee is based on the number of calls and includes an annual cost of living adjustment. Hampton was able to offer police services at a lower cost than Port Byron, although a formal bid process did not take place. The agreement includes a hold-harmless clause for Rapids City, reporting requirements, and procedures for cancellation. One of the benefits cited by Rapids City officials is the reduction in liability for police services.

Cost Savings?

One of the most important factors leading small town officials to consider contracting police services is the potential for cost savings. Officials perceive contracting for services to be cheaper because they avoid the cost of personnel, equipment, vehicles, training, buildings, and insurance. Paying a flat rate for services is cheaper and simpler than the costs of buying and maintaining
vehicles and equipment, and covering salaries and benefits. On the surface, it certainly appears small towns would have much to gain by contracting and would avoid spending large sums of money.

For this to occur, however, service providers would be charging less than the full cost of service provision and, in effect, subsidizing the cost of the service for small towns. While this occurrence would be acceptable to the communities receiving the service, the local governments providing patrols may have difficulty subsidizing services in the long run, especially if they experience financial problems. Thus, many police chiefs and sheriffs are attempting to include the full costs of providing services to communities to avoid subsidization, which could drain resources from other areas of the budget.

Recovering the full costs of providing patrol services is an issue for police chiefs and sheriffs according to recent survey data. For example, more than half of responding police chiefs (51.6%) said that charges they receive for contracted protective services do not fully cover the cost of providing the service (Hazlett et al., 1998). Larger cities are slightly more likely to cover their costs, probably because they have more qualified staff to identify costs. An even larger number of county sheriffs (61.5%) report inadequate charges to cover costs (Fischer & Walzer, 1995). This could be because most sheriffs (45.7%) compute the fee charged based on a flat rate, regardless of services performed, and only 2.9 percent based charges on services performed. Performance contracting is an emerging area of interest for local governments. As the concept becomes more familiar, law enforcement officials may adopt advanced techniques to fully cover their costs based on performance. While most sheriffs (75.0%) say they evaluated the cost of providing contract services during the previous three years, many have been unable to adjust charges or have not been able to increase them enough to cover costs. This could be because of resistance from communities receiving services or from residents of villages who are opposed to paying more.

Full-cost accounting is a private sector management technique that has been recently adapted to meet public sector needs. Some governments use advanced models that add indirect and overhead costs to the normal budgeted line items to arrive at the full cost of a service. The city of Indianapolis, Indiana, for example, uses Activity-Based Costing (ABC) to measure the full cost of services for its innovative managed competition program. For small communities and counties, however, it is difficult to harness the expertise needed to develop advanced accounting programs. While some user-friendly products and computer software packages are being developed for local officials, few models exist to assist local governments in determining the full-cost of services. Until user-friendly accounting tools are developed, it is unlikely that officials are including all costs in the fees they charge for services, thus, some degree of subsidization is occurring. Officials from small towns may achieve some cost savings through contracted police services, but not as much as is commonly assumed.
Consolidation/Merger

The large number of local governments in Illinois with police functions makes consolidation and/or merger of services another option for small communities. Obviously, consolidating police services is available only for communities located near other villages seeking a similar solution. This could be challenging, especially in remote, sparsely populated areas. Small police departments in urban areas have more experience sharing certain services because of their proximity to larger departments with greater resources. Because of the difficulty of small communities being able to provide adequate police services, consolidation with a nearby police department offers another viable alternative for local officials.

There are numerous practical concerns that have to be overcome to make a consolidation alternative work, however. Officers in each police department may have differing wage and benefit levels that must be unified. The state of equipment and vehicles in each jurisdiction may differ in age and quality. Also, naming a police chief can be an explosive issue if the appointee is from one of the communities involved.

In addition, there are political obstacles that can hinder consolidation of police services. Citizens may feel a loss of control over an important service and be skeptical of partnering with a neighboring town. Elected officials may use the issue to raise their visibility for political reasons. Also, local police departments, no matter how small, provide a sense of identity to small communities that makes partnering difficult, especially with a town where there may exist a rivalry in athletics.

These obstacles to consolidation can be overcome through communication, compromise, and cooperation. Financial and demographic trends are combining to make consolidation and merger of services an idea that will be considered more seriously in the future.

Little research exists on the extent of consolidation of services in general and of police services specifically. The 1998 municipal police survey asked administrators to indicate whether services were currently provided with other agencies and whether they favor such arrangements (Hazlett et al., 1998). According to the report, police chiefs expressed little interest in the regional delivery of police services. Only 15.7 percent of respondents said they provided services jointly with county government. A slightly higher number (23.1%) reported an interest in consolidating and/or merging services with counties.

The results were similar when police chiefs were asked about consolidation with other municipalities. Only 18.3 percent of responding chiefs favor consolidated services with other municipalities, and 18.6 percent reported they participated in such arrangements. Surprisingly, respondents from small towns (less than 2,500) were less likely to report consolidated services with other municipalities compared with larger cities. This finding could be because they are too remote
from other communities, making such an option more difficult. Conversely, small town officials were more likely than their big city counterparts to report interest in consolidation with county governments. In sparsely populated areas, consolidation with counties may offer the only realistic alternative to in-house provision.

There are some successful examples of merged police departments from across the nation. In 1973, Las Vegas, Nevada, Metropolitan Police Department became the first consolidated police agency in the nation merged from a municipal police department and a county sheriff’s office. Charlotte, North Carolina, and Mecklenburg County consolidated their police departments in 1993. More recently, Topeka, Kansas, and Shawnee County examined the consolidation of police forces in 1998.

In Illinois, there has been some interest in recent years among local governments examining consolidation of police services. Macomb and McDonough County studied the issue in the 1970s, but took no action due to concerns over loss of control or “turf” battles. Five contiguous municipalities in the Illinois Quad-Cities area—Rock Island, Moline, East Moline, Silvis, and Hampton—conducted referenda in 1988 on creating a “Super-City” or merger of all communities. The referendum failed in all five cities but produced continuing interest in the concept. Carbon Cliff (pop. 1,500) and Silvis (pop. 7,000) commissioned the Bi-State Planning Commission to study the feasibility of a merger in 1998, but no action was taken. A similar study by the commission on a merger between Moline and East Moline led to a referendum to decide the issue in March of 2000. The commission is currently researching the feasibility of consolidating police services in Port Byron, Hampton, and Rapids City. In addition, the failed Super-City effort created momentum to form cooperative agreements among local governments in the Quad-City area, according to Liz Murray of the Bi-State Planning Commission. Numerous intergovernmental agreements were implemented involving a variety of local services since the failure of the Super-City referendum, putting the Illinois Quad-Cities area on the cutting edge of government innovation.

There are two recent examples of successful consolidations of police departments that are worth examining. One involved the merger of two municipalities, the first time for such an occurrence in state history. Consolidation of the two police departments will be examined. The other example is from Lake County where police departments from two communities merged operations. Both examples provide lessons and useful information for small town officials looking at all options for providing police services.

In 1995, citizens in the Henry County communities of Colona and Green Rock voted to merge their cities. A similar merger effort failed roughly 30 years earlier, a victim of rivalries and tensions that existed between the adjacent towns. This time, opportunities for economic development as a combined community led voters to form the new city named Colona. Green Rock was landlocked and had no room for expansion while Colona had ample land available for economic development.
At the time of the merger, the combined population of the two towns was approximately 5,000 but has since grown to about 6,500.

After the referendum merging the towns was approved, officials in the two communities worked closely together to ensure a smooth transition. While the communities shared some services over the years, such as fire protection, a grade school, and wastewater treatment, both had separate, full-time police departments. The merger presented town officials with a variety of issues that needed to be addressed in the combined police department, including staffing levels, pay and benefits, who would become police chief, and operating procedures and regulations. Officials also had to resolve a seemingly insignificant, yet sensitive issue of designing a new police badge for officers to wear. Even careful planning and preparation could not address all issues. According to Chief Robert Schroeder, many issues were not considered until they occurred because there was no guide or existing format for consolidation.

The combined police department began with nine full-time officers and nine part-timers. Currently, the number of part-time officers is down to five, with one part-time civilian employee in Colona becoming full-time to handle administrative and secretarial functions. The department now has 11 full-time officers, including a Community Service Officer (CSO) and an officer secured through a Community Oriented Policing Services (COPS) grant. All full-time members of the force at the time of the merger remain on the combined force.

Personnel policies had to be reworked to accommodate differences in each former community’s pay and benefits. A potentially difficult issue was overcome when city officials decided to adopt the better of the two competing pay and benefit packages in each area. For example, the new department adopted the higher pay scale of the two previous forces and the better components of the separate benefit packages which were broken down by health insurance, sick leave, vacation, and retirement. In other words, officials ensured that no police official suffered any loss in pay or benefits and, in fact, that they would gain as a result of the merger. This approach may have increased overall personnel costs but helped avoid a major obstacle.

Since both departments had police chiefs at the time of the merger, the issue of naming a new chief was another potential obstacle. Instead of choosing one of the two current chiefs and risking charges of favoritism, city officials selected an outsider to oversee the merger and become the new police chief. Chief Schroeder had 30 years of experience in law enforcement, including 26 years in nearby Rock Island. He retained the two previous chiefs as captains on the force, another decision that helped to prevent a negative political fallout.

Schroeder immediately began restructuring the department and upgrading policies and procedures. He combined and computerized recordkeeping systems and eliminated needless paperwork. An improved reporting system and a reorganized system for evidence storage were put
into place by the new chief. Better training and leadership opportunities for officers were also implemented as Schroeder sought to increase the professionalism of the department. New crime fighting strategies were developed as changes were made in police scheduling and officers emphasized prevention techniques such as neighborhood watch programs and community policing. Better management and budgeting led to cost savings and greater efficiency in operations. For example, police vehicles are used on a more equalized basis, creating drastic savings in repair and maintenance.

The badge issue may seem insignificant but was a symbolic and sensitive issue for officers from the two previous departments. Colona officers wore a star on their uniforms while Green Rock used a badge. The new department created a new design that had a star on a badge, thus combining important symbols of the communities into one.

While the transition process has not been totally seamless in Colona, most major issues in merging the police departments were worked out through cooperation, communication, and compromise. Chief Schroeder identified two continuing drawbacks to consolidation. First, there still exists some resentment from Green Rock officers over a loss of identity and control; however, the chief notes that the situation is improving daily and time will further help overcome lingering animosities through the attrition of older officers. Also, the improved recordkeeping and reporting systems resulted in a large increase in crime the first year after the merger. Schroeder believes the higher numbers also reflect better relations between the police and citizens, who are now more likely to report crimes. He predicts a better gauge of crime in Colona after several years of reporting under the new system.

The benefits of the merger outweigh any short-term political and reporting concerns. Not only is the department operated better and more professionally, the combined department also has a better chance of securing grant funds because of its larger size. The department increased efficiency in operations and eliminated duplication between the two departments. This does not mean that large scale cost savings are accruing to the community as a result of consolidation, however. Some cost savings were achieved through bulk purchasing, increased grant funding, and revenues from a policing contract with nearby Cleveland. Elimination of duplication and some overhead expenses also resulted in some reduction in expenses. Overall, Schroeder says, any decreases in costs were negated by increases for personnel costs, training, computers, and other necessary costs related to the successful merger and for improving and professionalizing the department.

In the second case study, two small, suburban communities in Lake County merged their police departments while retaining separate municipalities. Round Lake Park (pop. 5,200) and Hainesville (pop. 2,000) merged police operations in June 1999 after years of cooperation between the two departments.
Prior to the consolidation, Round Lake Park had a full-time police department providing 24-hour coverage with 15 officers, including part-timers. At least two certified police officers patrolled at any given time and the department had a police station. The department also had a K9 unit, a full-time CSO, and a support/records clerk.

Hainesville, on the other hand, provided police services the way many small towns do—with part-time officers. The village employed nine part-time officers and was unable to provide full, 24-hour protective services due to inadequate resources and a lack of space. It also did not have a police station, operating instead out of the village hall. These circumstances led Hainesville officials to consider consolidation as a viable option.

The two departments had worked closely together for a number of years, sharing resources and training. Both police chiefs shared common philosophies regarding community policing and proactive approaches to accessing local, state, and federal law enforcement resources. The two police departments conducted joint training sessions on topics such as firearms qualifications, police baton and control tactics, and computer usage. After receiving support from both village presidents, the chiefs gained the approval of the two village boards.

Both communities were able to gain from this innovative agreement. The combined department added eight new officers and additional equipment to the existing force of Round Lake Park. Four members of the Hainesville department successfully completed the transition to the new police force, bringing total manpower to 22.

Restructuring of police administration will allow the top command to devote more time to a greater variety of tasks. Round Lake Park Police Chief Bruce Johnson was named chief of the combined department and Hainesville Chief George Filenko was appointed administrative commander. Chief Johnson will focus more on the day-to-day operations of the department and Filenko will oversee a variety of tasks, including records management, crime analysis, information services, and training. Local officials believe the division of responsibility will result in a more efficient department and may prove to be the best aspect of the merger.

Hainesville now has 24-hour police coverage, updated policies and procedures, and a police station. In addition, Hainesville gains by accessing the additional services provided by Round Lake Park which were not available before, including a K9 officer, full-time investigators, and proper supervision with the addition of a patrol sergeant. The new department also makes available accident investigators, bicycle officers, Drug Abuse and Resistance Education (DARE) programs, Violence Evasion Gang Awareness (VEGA) programs, and an established Neighborhood Watch program. Results thus far include increased intelligence gathering capabilities and shorter response times.
Other details had to be worked out in the agreement to ensure the success of the new department. For example, the department, named Round Lake Park-Hainesville Police Department, completely changed its appearance. Officers were allowed to select a new shoulder patch, badge, and squad car design emphasizing the department’s community policing motto: “Community Partners.” The agreement is in affect until 2004 and includes provisions for the succession of the police chief and the monthly service fee paid by Hainesville to Round Lake Park.

While it is too soon to draw any long-term conclusions from the consolidation, local officials believe many benefits will accrue to the two communities. Chief Johnson views the merger as a true community partnership that will reduce duplication of effort, increase efficiency, and eliminate waste in utilizing shared assets and resources. In addition, the new department will be able to provide better and more cost-effective police services.

As with the Colona-Green Rock merger, Round Lake Park and Hainesville officials do not envision massive cost savings resulting from the consolidation of their police forces. Although the increased economies of scale will reduce duplication of services and decrease overhead expenses, resulting in lower overall costs, the main emphasis of the merger is on improved and more efficient police services. In fact, some costs may initially increase as a result of unifying the two departments. Greater efficiency in the use of scarce resources will result with better police protection for the residents of the two communities. The least that can be said is that a consolidated force will create greater costs for a higher level of service but at less cost than the communities could have managed individually.

Private Contracts

The final option available for small communities to continue police service is to contract directly with individual, certified officers. This alternative is commonly a last-resort solution for the smallest of towns to retain some form of police services. Typically, small towns contract with a retired or off-duty officer for limited patrol services, but are not able to offer 24-hour patrols.

Contracting directly with certified police officers without a formal intergovernmental agreement is a form of privatization of services. Privatization can involve many things but is generally defined as turning all or part of a service over to the private sector for provision. It can involve the outright sale of public assets or a contract for the provision of a service while the government retains ownership. Enlisting the involvement of volunteers, such as Neighborhood Watch programs, is also a form of privatization.

In some ways, the hiring of private individuals for police services harkens back to the Old West days when “hired guns” and posses were common forms of police protection. In fact, there are currently three times more private sector policemen than public police officers. This trend accelerated
after 1970 due to an increase in spending for private security services. For example, private security officers police many college campuses, corporate offices, and sports events.

While small towns commonly contract with private individuals for policing, few communities have chosen to contract police services with a private firm. Those that have contracted policing have had the arrangements thrown out in court or discontinued due to extreme political pressure. Among the communities that attempted contracts for police services with private firms are Reminderville, Ohio, Oro Valley, Arizona, and Sussex, New Jersey.

The difficulty with such arrangements is that private security guards can make citizens’ arrests and often carry gun but have no police powers. There are also liability and training concerns that hamper the hiring of a private security firm. Perhaps the biggest obstacle is political with citizens and existing police officers fiercely resisting any such arrangement. Public safety services, especially police protection and fire prevention, are seen as the exclusive reserve of the government and not the private sector.

Still, many small communities find that hiring off-duty police officers is the only option available to provide a measure of protective services. A direct agreement with an officer allows the community some degree of control that may not be available through a contract agreement with a larger law enforcement agency or a consolidated department. The scarcity of available police officers and a lack of resources are other factors that drive small town officials to consider this option.

In Illinois, contracts with individual police officers can be found in many of the smallest communities (less than 1,000 in population). Also, some larger police departments contract with off-duty personnel from other departments to provide part-time police services on an as-needed basis. This arrangement prevents the existing force from working unreasonable hours and offers part-time officers a source of additional income. Part-time officers can also fill in when departments are short-staffed due to retirements or other vacancies. Private contracts are dependent upon there being a supply of interested officers from nearby communities. Thus, as with other options for small towns, proximity is a key factor.

There is little information available on the extent and effectiveness of private policing arrangements in small towns in Illinois; however, law enforcement officials interviewed for this report say a market exists for off-duty police officers in small communities throughout the state. Young police officers just getting started in small towns may be interested in extra hours for monetary purposes, and patrols in nearby small towns provide this opportunity. Retired law enforcement officers may also be a source of part-time assistance in or near small towns where they reside.

There are several examples that follow on the different approaches taken by small towns in Illinois to provide some measure of police protection. Two police officers were hired by both
Elmwood (pop. 1,800) in Peoria County and Yates City (pop. 760) in Knox County for patrol services. Both officers serve as chief and sergeant of the two towns and work one shift in each community. There is no formal intergovernmental agreement between the communities, only an agreement between the towns and the policemen. The officers receive an hourly wage from the towns and must provide their own uniforms and firearms. Elmwood and Yates City provide vehicles, equipment, and radios but do not offer the officers any benefits. While the small towns benefit from some measure of police protection, they are not able to provide 24-hour patrols.

Several Knox County Sheriff’s deputies provide part-time patrol services to nearby small towns while off duty. The relationship is directly between the small towns and the officers, with no formal agreement between the towns and the county. In some cases, deputies are the only source of patrols, while in others, they supplement existing police efforts. Off-duty deputies patrol Williamsfield (pop. 570), East Galesburg (pop. 800), and Knoxville (pop. 3,200) in Knox County and Alexis (pop. 900) in adjacent Warren County. Some newly hired deputies are attracted to part-time patrols for economic reasons, but may demand higher wages because of their training.

Off-duty deputies in Whiteside County also provide part-time patrol services in small towns. Lyndon (pop. 620), Morrison (pop. 4,500), Fulton (pop. 3,700), and Prophetstown (pop. 1,800) hire off-duty deputies from the sheriff’s office to police their communities or provide supplemental patrols.

While contracting with individual officers is seen as a last resort for many small communities, it is not a long-range solution to the problem. Turnover of available qualified officers and deputies makes continuity and stability of service an issue. Privatization is only a stop-gap answer and usually does not involve 24-hour protective services. With limited resources, however, small town officials have few other options available other than formal contracts with nearby full-time police departments and/or sheriffs’ offices or establishing a consolidated department with another small town in close proximity.
Conclusion

Small town officials face a variety of trends that are making it increasingly difficult to provide police services in the traditional way—through an in-house, municipal police department. Demographic changes, financial limitations, increases in rural crime, increased mobility of police officers, and unfunded intergovernmental mandates are among the challenges faced by local policymakers. The number of local governments providing police services in Illinois and the recent movement to reinvent government have provided positive incentives and opportunities for local officials to re-examine existing service delivery methods.

This paper identifies three alternate strategies adopted by small communities throughout the state. Contracting for patrol services with county sheriffs’ offices or nearby municipal police departments is the most common method and is the easiest to implement, although its use is relatively limited. Consolidation or merger of small police departments in close proximity to each other is rare but has occurred twice in recent years. One was part of a larger consolidation of two communities and another involved a merger of two village police departments. Contracting directly with certified police officers, a form of privatization, is generally a last-resort strategy for the smallest of communities or is done to supplement in-house police services. Other private sector alternatives are extremely difficult to undertake because of the political and legal obstacles involved.

Because of the vast number of local law enforcement agencies in Illinois and the challenges they face, a greater number of small communities will probably implement alternate arrangements in the future. Certainly an economic slowdown may create additional financial pressures leading local officials to closely consider alternate strategies. In fact, some law enforcement officials interviewed for this paper predict increasing difficulty for towns of less than 5,000 to continue to maintain in-house police departments because of mandates and limited resources.

More research is needed on the extent of alternate policing strategies in small communities. It is expected that there are further variations on the three options discussed in this paper. More information is also needed on management practices adopted by small communities to ensure the success of alternate arrangements. For example, it would be useful to examine in-depth the methodologies used by local officials to determine the true cost of police services. Effective contract monitoring and oversight practices could be explored as well as performance measurement. Such information could be used to assist local officials and law enforcement personnel on best practices and successful
case studies. Adapting innovative management tools for use by small town officials would help ensure the success of alternate policing strategies in the future.

Change in the delivery of any type of government service is difficult, but this is especially true for police services. Consideration of alternate methods of policing is a political question that will impact the identity of the communities involved. An increasing number of officials are discovering that alternate methods of police services can ensure effective services, however, and, with proper controls, can help maintain the identity of the community. The issue ultimately will be decided by leaders in small communities throughout the state willing to experiment and innovate.

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References


Appendices
AGREEMENT
TO PROVIDE LAW ENFORCEMENT SERVICES
TO THE VILLAGE OF ORION, ILLINOIS

THIS AGREEMENT is entered into this 11th day of February, 1992, by and between the County of Henry, state of Illinois, hereinafter referred to as County, and the Village of Orion, Illinois, hereinafter referred to as the Village of Orion.

The original agreement was entered into on the 13th day of May 1980; a new Agreement was entered into on May 13, 1986; since then changes in policy and personnel warrant certain changes in the prior agreements,


NOW, THEREFORE, in consideration of the mutual promises and covenants contained therein and other good and valuable consideration, it is agreed by and between the county and the Village of Orion as follows:

1. The County shall employ additional police officers for the Sheriff’s Department for the purpose of carrying out the obligations of this contract. Of the said police officers who are designated as deputies for the Village of Orion, one full-time officer shall be required to establish residence in the Village of Orion within a reasonable period of time as determined by the Sheriff and consistent with available housing stock, financial status and family needs.

For police officers to serve Orion, the County shall employ three full-time officers and such part-time officers as shall be necessary to provide full service as provided for hereunder; the part-time officers, in so far as possible, shall not have other full-time duties with the County of Henry, and shall be drawn from other sources, so that the County will not be subject to payment of overtime compensation in connection with the duties of the part-time officers in and for the village of Orion.

2. The Sheriff of the County shall orient the personnel of the Sheriff Is Department and any additional part-time people of their responsibilities under this contract.

3. The Sheriff of the County shall make protection available to the community of the Village of Orion no less than 24 hours a day, seven days per week. This coverage shall be in coordination with hours of the Sheriff’s office. Coverage shall mean an officer on duty in the Village of Orion, except when it is necessary for the officer to attend Court or to escort a prisoner to Cambridge or answer emergency calls outside the Village. The Sheriff shall also provide reasonable protection for the village when the officer is out of town.

4. A shift schedule and time records shall be kept at the Orion City Hall.

5. The County shall establish and maintain a communications system of telephone and radio services adequate to provide 24 hour communications for the residents of the Village of Orion.

6. The Sheriff shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime and disposition of all cases which occur within the village of Orion and such
records shall be integrated within the Sheriff’s departments master files. Duplicate copies of such records shall be maintained at the Village Hall of the village of Orion.

6. The deputies who will perform the law enforcement services for the village of Orion shall be designated by the Sheriff and will be subject to his control and direction as are all Deputy Sheriffs. The Village Orion shall not and may not exercise control direction of the Deputies in the performance of their duties.

7. Discipline of the Deputy Sheriffs serving the Village of Orion shall be the responsibility of the Sheriff and the Henry County Sheriff’s Department Merit Commission.

8. All fines and forfeitures for offenses within the Village limits of the Village of Orion shall be paid to the Village of Orion. If the Sheriff issues a citation or makes an arrest in the Village of Orion for violation of a village ordinance, the Village shall be responsible to prosecute the same through its own attorneys. The Sheriff shall cooperate in such prosecutions to the extent of making Officer witnesses available for Court.

9. Consistent with good police practices, the County shall provide for the Village of Orion when the same are necessary to carry out the terms of this agreement.

10. In addition to routine patrols provided herein, the County shall respond to emergency calls for assistance by the citizens of the Village of Orion. The purposes of this contract, an emergency includes offenses which subject persons or property to danger or immediate harm. Deputies assigned to the Village of Orion shall respond to emergencies outside the Village limits as the need arises. However, if emergency situations occur both within the Village of Orion and outside the Village limits at the same time, the Deputies assigned to the Village of Orion will respond to those calls within the Village of Orion. In certain situations, it will be the discretion of the Sheriff to determine which emergency situation is of a greater priority for which there needs to be quicker response.

11. It should be understood that there are times in which the Deputies would be attending court and transporting prisoners on behalf of the Village of Orion and that these times would not be covered totally by patrol of those Deputies within the Village of Orion. However, if an emergency situation occurs, the Sheriff’s Department will provide the reasonably necessary services respond to that emergency.

12. The Sheriff Is Department shall provide the necessary backup and support services for those Deputies that are assigned to the Village of Orion.

13. Police services provided hereunder to not include calls concerning animals unless such animals are dangerous to the public health or safety; such as a suspected rabid animal.

14. A law enforcement advisory meeting shall be held each month on Saturday, following the first board meeting of the month, attended by the Sheriff, President of the Village of Orion, Police Commissioner of the Board of Trustees, and members of the Sheriff Is department assigned to the Village of Orion, unless excused. This law enforcement advisory committee shall hold regular scheduled meetings and shall provide input into services and standards of performance concerning this contract. The meeting shall be open to the public.

15. It is agreed that a law enforcement headquarters be maintained within the Village of Orion. The Village of Orion agrees to furnish at its own cost and expense, of office space, furniture and
furnishings, janitorial service, lights, water, and other utilities. It is further understood that local offices maintained within the village of Orion may be used by the Sheriff in connection with the performance of his duties in territories outside of the Village of Orion and adjacent thereto, provided, however, that the performance of such duties shall not be of any additional cost to the Village of Orion.

16. Either party, County or the Village of Orion, have the right to terminate this contract upon giving 90 days written notice of termination upon the other party by personally serving such written notice upon the Village of Orion or the Chairman of the County Board as the case may be. This contract will remain in full force and effect indefinitely unless the aforesaid written notice to terminate is given by either party, and the contract period shall be from May 1 to April 30 each and every year. A 90 day written notice to terminate contract hereby defined as a written statement from the governing body of the Village of Orion or Henry County, Illinois, stating that the contract shall become null and void 90 days after the date upon which notice is given by the party desiring termination of the contract to the other party.

17. The County shall insure any Deputy serving pursuant to this agreement as all other Deputy Sheriffs of the Sheriff’s Department. Police vehicles owned by the Village of Orion will be insured for liability and physical damage coverages by the county.

18. All present law enforcement equipment owned by the Village of Orion will remain the property of the Village of Orion. Any replacement of such equipment shall be the responsibility of the Village of Orion. Police vehicles will be replaced when it is deemed that they have become physical and financial burden. It will be the responsibility of the Village of Orion to pay for any transfer of equipment as may be required. However, the maintenance and operation of all equipment will be the responsibility of the Sheriff’s Department.

19. The sheriff or his duly authorized designee will be present on a monthly basis at the village of Orion’s monthly board meeting to make a report and answer any questions that may arise by the Trustees of the Village Board regarding the execution of the contract. A written report listing expenditures and activities will be on a monthly basis to the Trustees of the Village Board of Orion.

20. The budget attached hereto is agreed upon by the parties for Fiscal Year 92 ending November 30, 1992, and all subsequent budgets will be agreed upon annually which shall constitute a guideline and the County shall use reasonable efforts to maintain costs at or below such budget; the intent of the parties is that police protection services be furnished by the County to the Village of Orion without profit or loss but at actual cost; any cost above the contract budget shall therefore be paid by the Village of Orion, and any surplus in the budget or sums paid which exceed such actual cost shall be credited to or refunded to the Village of Orion.

A detailed accounting shall be provided by the county to the Village to expedite the realization of the intent of this provision.

The parties further agree that there is a present surplus which shall be credited to the Village of Orion under the contract for past years which is in the sum of $27,649.27.

21. Since Henry County employs a firm for the purpose of conducting its annual line item audit, a copy of that section of the audit which contains the account established for this agreement will be submitted to the Trustees of the Village of Orion within six (6) months of the end of the County fiscal year.
22. All police officers assigned to Orion must attend PTI at a college, academy or university in Illinois certified for training by the Illinois Local Law Enforcement Training Board, or obtain a waiver of said training but, in all circumstances said police officer must be certified as a law enforcement officer.

In regard to training, it will be the responsibility of the County to pay for the training of any deputy assigned to Orion who attends PTI. It will be the responsibility of the village of Orion to pay this officer’s wages and the wages of the personnel who will be used to cover the deputies’ shifts while away at training.

If an officer assigned to Orion is trained partially at village expense because of payment of wages for the substitute officer, as hereinabove provided, and such officer leaves full-time duty at Orion and remains an employee of the county within two (2) years after being assigned to Orion, the county shall either (a) replace this officer with a trained person for the balance of the two (2) year term, or (b) pay the cost of training the new replacement, who must then finish the term, or (c) reimburse the village for the training expenses the village paid for the employee who returned to non-Orion duty.

23. Payments will be made to Henry County in equal monthly installments.

24. The Sheriff will not prohibit the law enforcement officers of the Village of Orion from working at such community activities as school districts, etc. while off duty.

The foregoing constitutes the entire agreement between the parties. This contract may be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

IN WITNESS WHEREOF, the Village of Orion, by resolution duly adopted by its governing body, cause this agreement to be signed by its President and attested by its Clerk, and the county of Henry, by order of its County governing body, has caused those present to be subscribed by the Chairman of said county governing body and sealed by such governing body to be affixed thereto and attested by the Clerk of said governing body all on the day and year written above.
CONTRACT FOR POLICE SERVICES BETWEEN
THE KNOX COUNTY SHERIFF’S DEPARTMENT, THE COUNTY OF KNOX
AND THE TOWN/VILLAGE OF

This CONTRACT is made by and between the KNOX COUNTY SHERIFF’S DEPARTMENT, hereinafter referred to as either the KNOX COUNTY SHERIFF’S DEPARTMENT or SHERIFF, the COUNTY OF KNOX, hereinafter referred to as the COUNTY, and the TOWN or VILLAGE of __________________________, hereinafter referred to as the TOWN.

WITNESSETH THAT:

WHEREAS, The KNOX COUNTY SHERIFF’S DEPARTMENT, the COUNTY and the TOWN are all corporate entities and bodies politic, existing within the County of Knox; and

WHEREAS, the TOWN desires to obtain the services of a well-trained and well equipped Sheriff’s Department for the purpose of providing for the public safety and welfare of its citizens; and

WHEREAS, the COUNTY through its Sheriff’s Department is able and willing to provide such services as desired by the TOWN; and

WHEREAS, the KNOX COUNTY SHERIFF’S DEPARTMENT, the COUNTY and the TOWN desire to enter into this contract for police services, pursuant to the authority granted each body politic by Article Seven (7), Section Ten (10) of the Illinois Constitution.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the KNOX COUNTY SHERIFF’S DEPARTMENT, the COUNTY and the TOWN, hereby agree and contract as follows:

1. This Contract shall be in full force and effect for a period of time from ________________ ____, 199 ____, to ________________ ____, 200 ____, inclusive.

2. The TOWN shall receive and the KNOX COUNTY SHERIFF’S DEPARTMENT and the COUNTY shall provide police and patrol services during the term of this contract for ____ hours per day for a total of hours per month for a total of ____ hours per year. The scheduling of police and patrol services to be provided by the KNOX COUNTY SHERIFF’S DEPARTMENT to the TOWN shall be at those times as requested by the TOWN.

3. The TOWN shall pay to the COUNTY the sum of $ ____ per hour for such police and patrol services rendered by the KNOX COUNTY SHERIFF’S DEPARTMENT. All payments for such police and patrol services shall be made promptly by the TOWN with the initial monthly payment due on the ____ day of __________________ and each subsequent payment is due on the ____ of every month thereafter. Time is of the essence in regards to the TOWN’s payment for police and patrol services to be rendered, as such payments support manpower and related supportive and equipment costs.

4. The SHERIFF shall direct all law enforcement officers rendering police and patrol services to the TOWN to maintain a record of the hours spent in the performance of their duties pursuant to the terms of this contract.
5. Upon request by the TOWN and with the concurrence of the SHERIFF, the KNOX COUNTY SHERIFF’S DEPARTMENT will assign additional law enforcement personnel to address special law major criminal enforcement related problems, including investigations in the event the need arises.

6. The KNOX COUNTY SHERIFF’S DEPARTMENT shall maintain a file and record systems for processing all data received relative to the incidents of arrests, reports of crime, and disposition of all cases which occur within the TOWN, and such records shall be integrated with the department’s master files.

7. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the citizens of the TOWN.

8. The KNOX COUNTY SHERIFF’S DEPARTMENT may, from time to time, at the SHERIFF’s discretion, or at the request of the TOWN, provide intensive traffic control measure within the corporate limits of the TOWN. Such traffic control measure shall include the use of radar and related devices.

9. The KNOX COUNTY SHERIFF’S DEPARTMENT, shall, at the discretion of the SHERIFF, and consistent with good police practices, provide investigative services for the TOWN when such services are necessary to perform the services provided by this contract.

10. All law enforcement officers who are to perform the police and patrol services for the TOWN shall be designated by the SHERIFF and shall remain subject to the SHERIFF’s direction and control.

11. Discipline of all law enforcement officers providing the services contemplated by this contract shall be the sole responsibility of the SHERIFF and the Knox County Sheriff’s merit Commission.

12. All fines, fees and forfeitures collected through the prosecution of violations all state statutes and local ordinances shall be distributed in accordance with the applicable provisions of Illinois law.

13. The KNOX COUNTY SHERIFF’S DEPARTMENT upon request by the TOWN shall establish an orientation program for the citizens of the TOWN concerning the implementation of this contract.

14. This contract may be terminated by either party to this agreement upon ____ days written notice to the other party of that party’s intent to terminate this contract.

15. The preceding contract constitutes the entire agreement between the parties and no oral statements shall supersede any of its provisions. This contract may be amended only by written mutual agreement executed with the same formalities and in the same manner as this contract was executed.

IN WITNESS WHEREOF, the parties hereto, pursuant to those Resolutions duly adopted by their respective governing bodies, have caused these presents to be duly executed by their authorized officers, duly attested, and their corporate or official seals, if any, are affixed to this document.

Dated this ____ day of ________________________, 1999.
A CONTRACT BETWEEN THE VILLAGE OF HAMPTON, ILLINOIS AND
THE VILLAGE OF RAPIDS CITY, ILLINOIS
RELATIVE TO POLICE PROTECTION

THIS AGREEMENT made and entered into this 1st day of April, 1998 by and between the Village of Hampton, a Municipal Corporation, hereinafter referred to as Hampton, and the Village of Rapids City, a Municipal Corporation, hereinafter referred to as Rapids City. WITNESSETH:

WHEREAS, Hampton does maintain and provide full time police protection through a Village Police Department; and

WHEREAS, Rapids City is in need of continued police protection and is willing and able to pay a portion of the costs of operating the Hampton Police Department; and

WHEREAS, it is the opinion and resolve of the Board of Trustees of Rapids City and Hampton that Hampton can furnish protection to Rapids City better, more efficiently and more economically than Rapids City could furnish itself at the present time; and

WHEREAS, both Hampton and Rapids City are of the opinion and resolve that stability and cost effectiveness are of vital importance to the terms of this contract;

NOW THEREFORE, it is agreed by and between the Village of Hampton and the Village of Rapids City as follows:

1. That Rapids City shall pay to Hampton the sum of five thousand two hundred sixty five dollars ($5,265.00) for every month that this agreement is in effect for the period commencing April 1, 1998 and ending March 31, 1999 (year one), five thousand four hundred twenty three dollars ($5,423.00) for every month that this agreement is in effect for the period commencing April 1, 1999 and ending March 31, 2000 (year two), and five thousand five hundred eighty five dollars ($5,585.00) for every month that this agreement is in effect for the period commencing April 1, 2000 and ending March 31, 2001 (year three).

2. That the total rate for police protection by Hampton for Rapids City is sixty three thousand one hundred eighty dollars ($63,180.00) for year one, sixty five thousand seventy six dollars ($65,076.00) for year two and sixty seven thousand twenty dollars ($67,020.00) for year three.

3. That Hampton shall direct its Police Chief and all of the members of its Police Department to regularly patrol throughout the Village limits of Rapids City, and they shall further direct said Police Chief and members of the Village Police Department to enforce Rapids City’s Village ordinances and all State laws within said Village.

4. That the Police Chief of Hampton and the members of his department shall provide regular radar speed checks within the Village of Rapids City at such time and in such manner as shall be deemed advisable by the Board of Trustees of Rapids City. It is recognized, however, that the same Police Chief and the other members of his Police Department shall also provide full time police protection and radar checks in Hampton, and, therefore, said radar checks in both Villages shall be coordinated on a mutually agreed-upon basis.

5. That the Officers of the Hampton Police Department shall respond to any and all calls that may be required by Rapids City.
6. That Rapids City may make such reasonable rules and regulations concerning the conduct and authority of the officers of the Hampton Police Department as it may deem advisable, and the Department’s officers shall comply with any such rules and regulations so propounded while within the jurisdiction of Rapids City. It is understood, however, that inasmuch as the officers of the Hampton Police Department are employees of Hampton, the Rapids City Police Committee shall meet with the Hampton Police Committee in order to approve and adopt such rules and regulations concerning the conduct of the police officers and their duties within the Village of Rapids City.

7. That Hampton shall direct its Police Chief and all members of its Police Department to indicate and account to the Clerk of the Circuit Court which violations represent charges occurring within Rapids City and to do any and all other administrative acts necessary to secure payment of fine monies for said violations by said Clerk to Rapids City.

8. That Hampton shall provide to Rapids City, on a monthly basis, an accounting of all statute and ordinance violations occurring and charged within the Village of Rapids City. Further, that the Police Chief shall report monthly to the Village Board of Rapids City of the police activity, including time spent in the Village of Rapids City during the proceeding month.

9. That in the event of said fine monies as outlined in paragraph 7 above are mistakenly paid to Hampton for violations occurring in Rapids City, Hampton shall reimburse, or cause credit to be issued to, Rapids City for the amount of such fine monies wrongly paid to Hampton.

10. That all expenses and fees incurred in connection with the operation of the Hampton Police Department and all fees, charges and expenses for insurance and bonds incidental to this contract shall be paid by Hampton.

11. That Hampton shall assume all liability for the operation of said Police Department and the actions of its employees and hereby expressly agrees to defend and hold Rapids City harmless from any and all actions or claims whatsoever arising out of the operation of said Police Department or actions of its employees, and shall further provide to Rapids City proof harmless from any and all actions or claims whatsoever arising out of the operation of said Police Department or actions of its employees, and shall further provide to Rapids City proof of public liability insurance in effect during the term of this agreement.

12. That the Hampton Police Committee and the Rapids City Police Committee shall meet on an as needed basis, but not less than one (1) time a year during the period of this Agreement, to discuss the monthly and annual budget for said Hampton Police Department and any other matters relevant to this agreement. Either Village’s Police Committee may schedule said meeting at its option, by giving reasonable written notice of the time and place of said meeting to the other said Village Police Committee.

13. That this Agreement shall remain in full force and effect for a period of three (3) years from the date first written.

14. That Rapids City shall give to Hampton, at least 30 days prior to the expiration of this agreement, a written notice of its intent to enter into a Police Protection Agreement with any municipal corporation other than the Village of Hampton.