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# **Police Contracting in St. Louis County:** Focusing Events and Changes in Image and Venue in Five Case Studies

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A dissertation submitted to The Graduate School at the University of Missouri – St. Louis in partial fulfillment of the requirements for the degree of Doctor of Philosophy in Political Science with an emphasis in Public Administration and Urban Politics.

May 2016

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#### **Abstract**

St. Louis County, Missouri is a fragmented suburban area, covering 505 square miles, with ninety separate municipalities. Fifty-six municipalities maintain in-house police departments, while thirty-four contract police services from other governments. Previous research concerning interjurisdictional collaboration efforts has been rooted in the rational choice theory. However, the rational choice theory alone does not explain why some municipalities do or do not enter into contracts for police services. The purpose of this work is to examine police contracting decisions in St. Louis County, specifically the drivers behind contracting discussions and decisions in five sample municipalities in St. Louis County. The five case studies were examined utilizing theories from the policy process literature, namely focusing events and changes in image and venue. Decisions were also examined utilizing Wilson's typology of police styles. Of the case studies that resulted in a police contract, a change in both venue and image occurred. In the case studies that did not result in a police contract, a change in image and venue related to matters of policing did not occur. Therefore, it was determined that changes in image and venue as well as a focusing event on police were necessary for successful decisions to contract police services.

# Chapter 1 Introduction

St. Louis County is a patchwork of municipalities that, like a true patchwork quilt, vary in shape, size, and community fabric. Despite the differences in these municipalities, each community strives to protect its citizens through police services. The way in which these municipalities provide police services is just as much of a patchwork as the myriad of municipalities. Some municipalities maintain their own police departments while others contract police services from the County or another municipality. The purpose of this work is to examine police contracting decisions in St. Louis County, specifically, the drivers behind contracting discussions and decisions in five sample municipalities in St. Louis County. The question of contracting decisions touches on matters of efficiency, police-community relations, as well as justice and fairness.

Agreements between governments may be made informally, through formalized networks, voluntarily created, or mandated by an outside party. Mandated agreements may be required by legislative bodies. In St. Louis County, contractual agreements for police services are formal agreements created voluntarily between governments. Formal agreements have been described as "transactions that require financial transfers [that are] usually...formalized in order to protect property rights of the participating governments" (Andrew 2009, 134). Legally binding agreements are important to delineate responsibilities and to ensure that financial

commitments and responsibilities are met.

#### Lakewood Plan

Lakewood, California was one of the first examples of a municipality that contracted all of its municipal services with another government. In 1954, Lakewood incorporated to stave off annexation by Long Beach, a neighboring municipality. Lakewood utilized contractual agreements to avoid start-up and maintenance costs of standard municipal bureaucracies (Miller 1981). Lakewood maintained its legislative governing functions, which included responsibilities such as budgeting, finance, planning, and policy formation, while contracting municipal services, such as police, fire, and trash services. This model became known as the "Lakewood Plan." The Lakewood Plan provided a road map for municipalities to contract services production traditionally reserved as a responsibility of the provisioning municipality (Jamison and Bigger 1957).

The police services provided to Lakewood represent a standardized service delivery model. Services are standardized because the provider, the County Sheriff's Department in this case, maintains a set of uniform standards that apply to police practices (Mehay 1979, 61). Under the Lakewood Plan the Sheriff's Department developed a unitized method through which police services were offered. An example of a defined unit was a police-car-on-continuous-patrol with the associated auxiliary services provided (Ostrom, Tiebout, and Warren 1961, 839). The Lakewood Plan also

provided an example of standardized police services provided to a municipality by a contracted agency and an example of how to provide police service with unitized methodology.

The Lakewood Plan is important to any discussion of contractual agreements for the provision of municipal law enforcement services because the plan has been successful. Lakewood was the first municipality to contract police services from the Los Angeles County Sheriff's Department (Los Angeles Sheriff's Department 2009, 5). Today, the Sheriff's Department still provides police services to the City of Lakewood. The Sheriff's Department provides police services for forty-two of the eighty-eight municipalities within Los Angeles County (personal interview, September 11, 2015). One former ranking member of the St. Louis County Police Department pointed out that the Los Angeles Sheriff's Department program was an example for St. Louis County officials on how to effectively implement and manage municipal police contracts (personal interview, June 9, 2014).

#### Why Understanding Police Contracting is Important

The state provides police services as a public good for order maintenance. A pure public good is non-rival and non-excludable. Non-rival means that the consumption of the good by one consumer does not diminish the ability of another consumer to utilize the good. Non-exclusion means that it is impossible to prevent people from using the good, even those who may not be paying for the good (i.e. free-riders). When a public good is both non-

rival and non-exclusionary then it is known as "pure." However, most public goods—such as police services—are not pure (Hirsch 1970 and Hardin 1982). Police services are rivalrous, therefore, they are not pure. Traffic on a freeway is commonly used as an example to explain rival goods. As traffic increases, the ability for drivers to fully enjoy the benefits of the freeway is lessened (e.g., the creation of traffic jams). Similarly, police service is rival because as calls for service increase, the benefits available to other citizens decrease. For example, during times of high call volume, pro-active patrols decrease and response times increase. Therefore, as police utilization increases, benefits decrease.

Police services may be rival, but they are not exclusionary. Service exclusion is generally referred to in the context of the "free rider" problem; that is, can those who do not pay for goods or services be excluded from their use. Free riders are often a problem when the ability of others seeking to utilize the good or service is diminished. While some police services may be excluded (e.g., alarm calls), police services are not excluded from free riders (e.g., citizens who don't pay their taxes or those without legal status in the United States). Understanding the provisioning of police services is important because these decisions impact the actual day-to-day operations of police services. For example, a department with more resources may be able to handle increased demands for service, thus reducing issues of rival consumption. Utilizing this example, if a small municipal police agency was

merged into a larger police agency, the larger police agency may be able to better meet increased demands for police service.

Police departments and the local governments that support these departments may also benefit from economies of scale and division of labor. Economies of scale arise from an increased production of a product (in this case policing), which leads to a decrease in the cost to produce the product. Police departments may benefit from economies of scale because one large department may have increased bargaining power with outside vendors and contractors (e.g. uniform supply companies). Large departments may also operate more efficiently because the cost to operate the department is spread out over a larger group of citizens who pay less for the department. An increase in revenues dedicated to police services leads to a greater resource pool than those available to smaller agencies operated by smaller communities. Division of labor is also important to police services. When labor is divided, there are certain individuals who work in specialized tasks. For example, a large police agency may have dedicated units for evidence collection and processing crime scenes. Small agencies, lacking the size to divide labor and provide specialization may require an unspecialized patrol officer to handle crime scene processing. A police official from the Los Angeles County Sheriff's Department pointed to economies of scale as a factor which influenced contracting in Los Angeles County (personal interview, September 11, 2015).

Provisioning, Production, and Street Level Bureaucrats

Roger B. Parks and Ronald J. Oakerson studied service production in St. Louis, MO and Allegheny County, PA. Parks and Oakerson make a distinction between providers of services and the producers of services. They define providers as those that "make decisions about whether to make a service available through public means and, if so, the quality and quantity of service to make available; how funding will be obtained; and select the appropriate unit(s) to produce the service" (Parks and Oakerson 1993, 23). They then define producers as "[those that] transform resource inputs into service outputs" (Parks and Oakerson 1993, 23). The authors also note that municipalities may elect production of services be carried out through contractual arrangements.

Werner Z. Hirsch provided a similar distinction in his work on local versus area wide government services. Hirsch distinguished between rendering and financing. Rendering refers to the actual physical production of the service while financing refers to actually raising funds to meet the expenditures of physical production (Hirsh 1964, 332).

These authors make a division between providers and producers of public goods and services. This application could be explained utilizing an example from a municipality that contracts police service production. The City of Fenton contracts police service from St. Louis County; Fenton provisions that police service should be provided, allocates funds for police

services and then decides how police service is going to be provided (contract with the County). The St. Louis County Police Department carries out the actual physical production of police services. As one author articulated, the concept of provisioning and production allowed public choice theory a distinction between government and governance (Howell-Moroney 2008, 99).

The concepts of production and provision have been defined separately, but many governments do both. However, in real world situations, the two intersect with one another in complex ways. In the example of a municipality contracting with the St. Louis County Police, the police – acting as the producer – have an impact on decisions of quality and quantity as well as the appropriate unit(s) of service production. Standardized policies and procedures outline how police officers function within the St. Louis County Police Department. If the outlined standardized procedures are not followed, the County Police investigates those infractions and takes appropriate action. The contracting municipality has no say in the standards or quality set for County Police personnel. Additionally, the County Police have control over policing methods employed in contract municipalities. The St. Louis County Police can also recommend the quantity of police officers that are necessary to police a contract municipality. In this case, it is clear that the producers are impacting the decisions of the providers.

Raymond G. Hunt and John M. Magenau discuss the role of the police chief in their book, *Power and the Police Chief*. They distinguish two types of

police chiefs, the local versus the cosmopolitan police chief. This distinction is important because when a municipality contracts with a larger agency, such as the County Police, the municipality trades a local police chief for a more cosmopolitan police chief. The authors define a local chief's viewpoint, "The chief's function...was, in short, to preserve and advance customary concepts and instruments of the police role in society" (Hunt and Magenau 1993, 48). The authors then define the modern chief:

The modern police chief...is now at least widely conceived on an external or cosmopolitan theory, the model of public administration—that is, as an instrumentally rational manager responsible for preserving the public's strategic interests and for ensuring the efficient use of public resources to those ends (Hunt and Magenau 1993, 48).

Hunt and Magenau differentiate between styles of police leadership and command. When a municipality contracts police services, the leadership of policing changes. The styles associated with police leadership are important and do have consequences on the day-to-day operations of the police.

The administrators of police departments, such as St. Louis County are not the only police representatives influencing policy decisions. Michael Lipsky argues that police officers themselves make policy decisions. Lipsky defines a police officer as a street-level bureaucrat. He defines street-level bureaucrats as "public service workers who interact directly with citizens in the course of their jobs, and who have substantial discretion in the execution of their work" (Lipsky 1980, 3). Lipsky argues that street-level bureaucrats

make policy because they have high degrees of discretion and relative autonomy from organizational authority. The individual police officer therefore impacts the quality and quantity of police services he/she provides. For example, a police officer can determine if enforcement action should or should not be taken. This discretionary authority removes the ultimate power of policy makers from those that provision services. The police officer is a part of the production model, but the lines are blurred and the police officer makes decisions traditionally reserved for the provider.

The blurred lines between production and provision as well as the role of street-level bureaucrats impact the decisions that are made with regard to policing decisions. It stands to reason that if a municipality changes who handles police services, then there will be broad effects on the community. *Community Impacts* 

The determination by municipalities on the method by which police services will be provided has an impact on the affected community. There can be many impacts, but a few are worth discussing to illustrate the importance of these decisions on communities. Impacts can include social class and racial segregation, victim reporting, community knowledge of police officers, irregular service provision, and control and usage of assets.

The theory of social stratification-government inequality thesis explains that fragmentation within local governments leads to social class and racial segregation. Richard Hill found that this segregation frequently left

individuals with the most needs within the population in areas with meager fiscal resources (1974, 1567). This means that areas that may need greater police services may not have the fiscal resources to provide them, or the police services provided may be inadequate or ill-equipped to handle the problems of the community. On the other hand, it has been argued that these communities could have the opportunity to fashion service providers in a manner that better represents the needs and desires of the community (Jimenez and Hendrick 2010, 262). The decisions that community leaders make when it comes to police service providers may reflect the choices of the local community, the inability for the community to provide adequate police services due to insufficient funding sources, or a desire to bring in an outside agency to leverage economies of scale.

Victimization and knowledge of policeman have been associated with police agency size. One analysis has suggested that citizens in smaller independent communities expect greater police follow-up and investigation after reporting a crime (Ostrom and Whitaker 1973, 64). Citizens in communities with local police control may expect greater police follow-up due to a higher likelihood of knowing locally controlled and provided police officers (Ostrom and Whitaker 1973, 66).

When police services are provided by independent smaller communities there is an increase in irregular police services. Regular service providers are those that provide services frequently while irregular service providers provide services infrequently and only as needed (Ostrom, Parks, and Whitaker 1974, 91). In St. Louis County, a municipality may provide police services, but rely on St. Louis County for processing major crime scenes. In this example, the municipality would be the regular service provider while the County would be an irregular service provider. When a municipality contracts police service from the County, the County becomes the regular service provider, thus reducing the need for irregular service providers because the County police will provide the services they once provided irregularly as a part of the regularly provided services.

The last example of a community impact based on contracting decisions concerns asset specificity. When a municipality contracts police services they lose the in-house capability of providing that service. Once in-house capability is lost, start-up costs can become a barrier preventing recommencement of in-house services. The establishment of a barrier may put the contractor in a position to take advantage of the contracting entity if sufficient competition and compensation is not agreed upon (Kavanagh and Parker 1999, 3).

*The St. Louis Example* 

Understanding police contracting decisions is particularly important in St. Louis County, which consists of a myriad of municipalities. Police service provision and production has not only been the topic of many news articles, but a topic of discussion within the community for some time. For example,

the *St. Louis Post-Dispatch* published a series of articles in late 2003 discussing problems surrounding small police agencies within St. Louis County (Ratcliffe and Howard 2003). In late 2011, the same paper, published an oped piece wherein the editors encouraged small police departments in the County to contract with the County Police (St. Louis Post-Dispatch Editorial Board 2011). After the disappearance of a Breckenridge Hills resident in 2013, another editorial was published condemning the effectiveness of small police departments in St. Louis County (St. Louis Post-Dispatch Editorial Board 2013). Questions of police provisioning and contracting have always been on the radar in St. Louis County, but a recent event in Ferguson brought policing matters to the forefront of the public conscience.

On August 9, 2014, the attention of the St. Louis community was jolted to matters of policing, municipal governance, as well as the impact of history and shifting demographics on municipalities within St. Louis County. A police shooting on that date and the ensuing response from government leaders and citizens served as a focusing event that put the issue of police reform and police contracting squarely in the public agenda.

The incident occurred in Ferguson when a municipal police officer on patrol encountered two young males walking down the street. The officer, investigating a robbery, stopped to speak with the two. An altercation took place between one of the males and the police officer leading to the officers use of deadly force against one of the males, who was unarmed. Following

the shooting, rioting broke out in Ferguson and nearby communities, which was met with a heavy police response. The grand jury investigating the facts of the incident, as well as a separate probe by agencies within the Department of Justice, found there was not enough probable cause for an indictment of the officer. The release of the grand jury decision was met with a new round of demonstrations.

The incident in Ferguson acted as a catalyst that thrust policing onto the public agenda. Media outlets, government and civic leaders, and everyday citizens began discussing how municipalities police themselves. Questions concerned everything from police officers wearing body cameras to concerns that police department demographics should reflect community demographics. These concerns were not only raised in St. Louis, but nationally.

Ferguson raised concerns about the interaction of place, race, and socio-economic factors on policing and the criminal justice system. Place has always mattered, some municipalities in St. Louis County incorporated in efforts to maintain demographic homogeneity. Andrea S. Boyles recently published a study focused on the experiences of African Americans with the police in the Meacham Park area of Kirkwood. Boyles' work emphasized the role place and race has on interactions with. She concludes that place does matter and, in the Kirkwood case, there is a disparity between policing tactics used with poor minorities and those of white residents (Boyles 2015, 189).

While Boyles' work focused on Kirkwood, the same themes of place, race, and policing were raised after Ferguson.

Ferguson also raised concerns that small municipal police departments provided inadequate police services that lacked professionalism and community relations. Concerns of the misuse of the municipal court system as a revenue generator for municipalities was also raised and will be discussed more in the next chapter. The discussion following the events in Ferguson made policing topics, to include questions of contracting decisions, even more important to the St. Louis region. Police contracting can and does change on the ground policies that impact police-citizen interactions.

# Chapter 2 Policing St. Louis County

The purpose of this dissertation is to examine police contracting decisions. However, it is imperative to understand the landscape within which these contracting decisions are made and the landscape of policing in St. Louis County. St. Louis County is located in the eastern part of Missouri. The County had a population of 998,954 in 2010. The County is 70.3 percent white, 23.7 percent black or African American, and 6 percent of the population is from other ethnic groups. The County is made up of a little less than 508 square miles of land. The median household income is \$58,485 and it is estimated that 10.5 percent of the residents are below the poverty level (US Census Bureau, 2014). In recent years, the County has seen a decrease in the total number of Type I crimes, as defined by the Federal Bureau of Investigation's Uniform Crime Reporting (UCR) (Chart 2.1).

As of December 2015, the County had one County-wide law enforcement agency (i.e., St. Louis County Police), fifty-six municipal police agencies, and thirty-four municipalities that contract police services with another police agency (Table 2.1 and 2.2). St. Louis County is also host to several specialized police agencies.

#### St. Louis County Police Department

Prior to the formation of the current County Police Department, St.

Louis County relied on an elected sheriff's department and constabulary to provide law enforcement services to the County. A series of scandals rocked

the Sheriff's Department in the early 1950's. In July of 1953 a citizens' committee began to study the issue of law enforcement in the County. In 1954, the commission recommended the County should establish a professional police agency, which would assume all law enforcement powers and duties of the Sheriff's Department and the constabulary. County citizens soon voted to enact the committee's recommendation and the Department was established on July 1, 1955. The charter enacting the new Department also allowed for police contracting services. In the years since the Department's inception, it has grown and changed into a professional modern agency. The allowance within the charter for police contracting services foreshadowed an agency that would provide a number of municipalities with police services by way of contracts.

The County Police Department has undergone significant changes since its inception in 1954. In recent years, the County Police Department has published annual reports that provide valuable insights into the workings of the Department and descriptive statistics to understand how the Department has changed in recent years. From 2005 to 2014, County Police expenditures increased by 50 percent, increasing yearly. Over the same period of time, the authorized strength of the Department increased as well, showing a 13 percent increase on balance. In 2014, the County Police had a total force strength authorization of 855. Recent trends indicate the Department's budget and manpower strength will continue to increase.

Since its establishment, the St. Louis County Police Department has grown into a professional organization. It was accredited by The Commission on Accreditation of Law Enforcement Agencies, Inc. (CALEA) on November 21, 1998 and was reaccredited on November 21, 2013 (CALEA, 2014).

#### **Municipal Police Agencies**

The majority of municipalities in St. Louis County are served by municipal police services provided directly by the municipality. These agencies serve small municipalities and large municipalities. The smallest municipality with its own police agency is Kinloch, 2010 population of 298, while Florissant, 2010 population of 52,158, represents the largest municipality served by its own police agency. From 2003 to 2010, the County Police conducted an annual survey of municipal departments; however, participation in the survey was at the discretion of each individual municipality. In 2015, following the events of Ferguson, Better Together, initiated an effort to collect data on police agencies in St. Louis County. The data was published in an April 2015 report titled, *Police Report #1: Regional Overview*. The data collected from these surveys represent the best data sets available regarding municipal police agencies within St. Louis County.

In 2015, the respondent municipalities had an average of twenty-nine full-time officers. The average annual pay for a municipal police officer in the County was \$48,773, while the average annual pay for a County police officer

was \$48,248. Of the respondents, the municipality with the lowest average police officer salary was Velda City, which reported an average annual salary of \$26,808; the highest average police officer salary was reported by Brentwood, at \$70,341 annually (Better Together 2015). In the last annual survey conducted by the County Police, Kinloch reported the lowest average salary while Brentwood reported the highest average salary (St. Louis County 2010). The difference in police officer salaries provides an illustration of the differences in the resources municipalities have to fund police services.

Municipal resources are also reflected in reported police budgets (Chart 2.2). Of the 2015 respondents, the lowest police budget per capita was Glendale, which reported a per capita police budget of \$184.06; while the highest was Edmundson, which reported a per capita police budget of \$1,138. Budget figures provide another illustration of the differences in municipal resources for police services.

#### **Contracted Municipal Police Services**

Approximately 100,000 citizens are served by an outside police agency contracted by their municipality for police services. Of those citizens, the majority are served by County Police. Later in this study, three will be examined in depth. In this section, other municipalities will be examined to provide the reader with an understanding of municipal police contracting in St. Louis County.

In St. Louis County, municipalities with the smallest populations

contract more than municipalities with the largest populations (Table 2.3).

Twenty-two of the thirty smallest municipalities in the County contract police services. Of the thirty largest municipalities in the County, only two contract police services.

The majority of municipalities in St. Louis County do not employee a professional city manager or administrator. Municipalities that do not employee a city manager or administrator have a higher rate of contracting than do municipalities with a professional manager (Table 2.4). Twenty-eight of the fifty-five municipalities without professional management contract police services, while six of the thirty-five municipalities with a professional manager contract police services.

Municipalities in St. Louis County differ in their racial make-up, some are predominantly minority while others are almost exclusively white. Predominantly minority municipalities, those with a white population of less than fifteen percent, contract at about the same rate as do municipalities that are majority white (those with a white population greater than eighty-five percent) (Table 2.5).

In the 2010 census, Kinloch was listed as having the lowest median household income at \$19,231, while Country Life Acres had the highest median household income at \$212,500. If the municipalities of St. Louis County were divided equally into thirds, the municipalities with the lowest median household income contract police services less than those

municipalities in the middle range and those with the highest median household income (Table 2.6).

Municipalities in St. Louis County receive a large share of revenue from a countywide one-cent sales tax. Cities may be divided into three types of cities: point-of-sale cities, pool cities, and a hybrid of the two. Point-of-sale cities retain all of the sales tax generated in their communities. Pool cities, share sales tax revenues on a per capita basis. Hybrid cities are mostly point-of-sale cities, but the cities have annexed land after 1984, the annexed land area remains in the sales tax pool. Pool cities have a higher rate of contracting than do point-of-sale and hybrid cities. Fifty-four percent of pool cities contract police services, compared with ten percent and nineteen percent of point-of-sale respectively (Table 2.7).

The descriptive statistics presented above represent characteristics of municipalities that have chosen to contract police services versus those that have an in-house police department. The section below, will examine the agencies that provide police services via contract.

Municipal Police Providers

In north St. Louis County, the municipalities of Maryland Heights,
Normandy, and Vinita Park provide police services to neighboring
municipalities. Maryland Heights provides police services to Champ. At
present, Normandy is the largest municipal police contractor. Normandy
provides police services to Bellerive, Cool Valley, Glen Echo Park, Greendale,

and Pasadena Park. Champ began contracting police services in 2005 and initially paid Maryland Heights \$15,000 a year to police the village of sixteen people ("Trustees Want More Time to Put Together New Budget" 1996).

Cool Valley dissolved its police department in 2013 in an effort to save money. Cool Valley reached an agreement with Normandy in which the patrol cars used to patrol Cool Valley would bear the logo of Cool Valley (Hampel 2013). In June of 2015, Vinita Park founded the North County Police Cooperative and began providing police services to Wellston. In October of 2015 the North County Police Cooperative began policing Charlack.

Beverly Hills currently provides police services to Velda Village Hills, a municipality of approximately 1,055 citizens. Velda Village Hills had a contract with the County Police at one time, but in 1998, the village decided to sign a contract with Beverly Hills for police protection. The village was concerned about teens loitering, speeding, and derelict properties (Moore 1998). In 2001, residents grew frustrated with Beverly Hills and began shopping for police services (Posorske 2001). In 2004, the trustees of the Village decided to switch the policing contract to Northwoods (Levy 2004). Since then, trustees have again contracted police services from Beverly Hills.

In mid County Kirkwood and St. John provide contract police services. Kirkwood has had a long standing contractual partnership with Oakland for police services. A little over 600 Sycamore Hills residents receive police services from St. John.

In west County, the municipalities of Crystal Lake Park, Huntleigh, and Westwood contract police services from Frontenac. Combined, these three contract municipalities have just over one thousand residents. Town and Country provides police services for Country Life Acres, which boasts a population of seventy-four residents.

In south County, Shrewsbury has provided police services for Mackenzie since 1976.

County as Police Provider

Black Jack, located in north County, was the first municipality to contract with the County Police in 1970. Other north County municipalities that receive police services from the County are Dellwood, Flordell Hills, and Jennings.

In mid County, the municipalities of Hanley Hills, Norwood Court,
Pasadena Hills, and Uplands Park receive police services from the County
Police. Hanley Hills switched to County provided police services at the
beginning of 1992. Hanley Hills represented the first time the County Police
took over policing from a municipality that previously provided its own fulltime police force.

Before switching to the County Police in 1996, Pasadena Hills contracted police services from Northwoods. Residents and leaders of Pasadena Hills grew unhappy with the services they were receiving from Northwoods after Northwoods elected a new mayor, which was followed by

a change in police leadership (Cox 1996).

In south County, the County Police provide police services for Grantwood, Green Park, Marlborough, and Wilbur Park. Grantwood switched to a County contract in 1994 after the death of a their then full-time city marshal ("Grantwood Village Will Keep Contract With County Police" 1999). Green Park was incorporated in June of 1995 and officials there decided upon incorporation to contract police services from the County. Marlborough dissolved its police department in 1997 in favor of a County contract. The reason for the change was cited as financial as well as a desire to change the municipality's image, particularly, a desire to shed the image of a speed trap (Birmingham 1997).

In west County, Clarkson Valley, Twin Oaks, Valley Park, Wildwood, and Winchester contract with the County for police services. Clarkson Valley contracted police services from Ballwin in the 1980's, but in 2007, the municipality agreed to a five-year contract with the County Police (Metro Digest 2007). Winchester also had a contract with Ballwin, but switched to the County Police in 2000 ("West Post Briefs" 2000). Similar to Clarkson Valley and Winchester, Country Life Acres had a contract with a neighboring municipality, Town and Country, for police services. However, in 1997, the Board of Trustees in Country Life Acres decided to contract with the County because they felt they would obtain greater services at less cost (Billingsly 1997).

In 1998, Valley Park decided on a County police contract. The change was motivated by financial issues and problems within the police department. At the time of the turnover, then Mayor Daniel Adams believed the switch would save \$1.2 million over five years (Little 1998). Prior to the change, the in-house police department had been the subject of a number of complaints. Unlike Valley Park, Wildwood did not have its own police department; rather, when Wildwood was incorporated in 1995 the County Police were contracted to provide police services.

#### **Specialized Police Agencies and Services**

St. Louis County has a myriad of specialized police departments.

Several institutions of higher education have their own police departments.

For example, the University of Missouri - St. Louis and Washington

University have police departments with staffing levels that rival many small municipalities.

Lambert Airport, which is located in St. Louis County, but an entity of the City of St. Louis, has its own police force, that was recently merged into the St. Louis Metropolitan Police Department (SLMPD). The County Police and SLMPD have an agreement with Metrolink, which is the regional light-rail and bus authority, to provide police protection to the public transit agency. Major railroads running through the County have their own police agencies, whose officers are given State police powers on railroad property.

The Missouri State Highway Patrol, Troop C, also provides a law

enforcement presence in the County. At one time, Troop C was headquartered in Kirkwood before moving to Town and Country. Most recently, Troop C's headquarters was moved to Weldon Springs located in St. Charles County. The Patrol is primarily responsible for traffic enforcement and accident investigations on State roadways within the County, but the Patrol acts as an additional law enforcement source for police services as needed.

#### **Collaborative Policing Initiatives**

Despite the number of police agencies in the County, there are collaborative initiatives to handle some policing matters. Those efforts include 911 call centers, police training academies, law enforcement computer systems and information sharing networks, as well as specialized police units.

Many communities within the County utilize regional 911 communication centers or contract this service from the County Police. For example, the Central County Emergency 911 Center receives 911 calls and dispatches fire and emergency medical services (EMS) units in western St. Louis County and parts of Franklin County. Several municipalities have come together to form consolidated regional 911 call centers and dispatching services, such as the East Central Dispatch Center West Central Dispatch Center, which is also the latest example of a regional collaboration for dispatching within St. Louis County.

The St. Louis County Municipal Police and Fire Training Center

provides instructions to recruit police officers who will serve throughout the region. Recently, it was announced that, in an effort to cut costs, SLMPD would close their own police academy and collaborate with the St. Louis County Police Academy. These training centers also provide in-service continuing education training for public safety personnel within the region.

The Regional Justice Information Services (REJIS) network in St. Louis allows police agencies within the St. Louis region to have a computerized network that is customizable to fit the needs of the metropolitan region.

Another added benefit to this service is that the computer system contains information specific to the region, such as municipal warrants with a small extradition range (i.e. if a municipality issues a warrant for failure to appear, the police agency may only pick-up the offender within the metropolitan area). The County Police utilize a reporting system known as the Computer-Assisted Report Entry System (CARE), which allows multiple agencies a single repository for police reports, thus reducing the burden of maintaining individual networks for reports.

In Saint Louis County numerous municipal police agencies participate in a mobile reserve SWAT team and it was recently announced that SLMPD's SWAT team would join their resources with the County Police. St. Louis has had a long tradition of sharing air assets, such as police helicopters, through the Metro Air Support Unit.

These collaborative efforts provide examples of resource sharing and

collaboration within policing in the County.

#### Municipal Courts, Policing, and Revenue

Municipal courts and the revenue generated through court proceedings are not the focus of this paper. However, these topics are worth mentioning because they play an important role in the criminal justice system. While policing impacts the daily life of the community and the citizenry, the actions taken by police officers are enforced by the court system. The courts have the ability to levy fines and fees and issue arrest warrants. The ability of the courts to act as municipal revenue generators in the St. Louis region has been a topic of conversation recently. In some cases, the accusation is made that the police act in concert with municipal courts to ensure an adequate revenue stream for municipal functions.

One former police bureaucrat summarized the importance of the courts by pointing out that policing could be contracted, or changed, but the municipal courts would still act independently. As an independent body, the courts could continue to issue large fines, bench warrants for offenders who fail to appear, and reduction or dismissal of charges for municipal residents or those with the ability to pay. In theory, a municipality could contract police services, which may reduce enforcement of certain laws (e.g. minor traffic offenses), resulting in a reduction of a valuable revenue stream. However, the courts could increase fees and fines to a point that would fill the gap left by reduced enforcement efforts (personal interview, January 10,

2015).

A report by the Department of Justice concerning the Ferguson Police Department found troubling evidence that members of the City's administration, police, and court divisions acted in concert to increase municipal revenue through law enforcement practices. The report stated, "[Ferguson] budgets for sizeable increases in municipal fines and fees each year, exhorts police and court staff to deliver those revenue increases, and closely monitors whether those increases are achieved" (United States Department of Justice (hereafter USDOJ) 2015, 2). The Department of Justice also uncovered troubling documents from the City's Finance Director. The report states:

In March 2010, for instance, the City Finance Director wrote to Chief Jackson [the City's Police Chief] that "unless ticket writing ramps up significantly before the end of the year, it will be hard to significantly raise collections next year....Given that we are looking at a substantial sales tax shortfall, it's not an insignificant issue" (2).

Similarly, in March 2013, the Finance Director wrote to the City Manager: "Court fees are anticipated to rise about 7.5%. I did ask the Chief if he thought the PD could deliver a 10% increase. He indicated they would try (2)." The Justice Department's investigation also discovered that police officers within the City knew that revenue generation was stressed. This report lays bare the prevalence of utilizing municipal police agencies as revenue generators.

A group of attorneys who perform pro-bono defense services, known as the ArchCity Defenders, published a white paper examining the problems with municipal court systems. The group focused on three municipalities, Bel-Ridge, Florissant, and Ferguson. They argue that police and court systems in these municipalities target minorities and the poor, who do not have the means to pay fines or consult attorneys. Further, these policies contribute to a cycle of poverty impacting the most vulnerable and those on the fringes of society. They conclude that municipalities utilize their law enforcement powers as a way to generate revenue, which results in an antagonistic relationship between residents and the municipality (Harvey, et al., 2014).

The outcry from groups such as the ArchCity Defenders and the scathing findings of the Justice Department contributed to new legislation related to municipalities, fines and fees, as well as municipal courts. This legislation, Senate Bill 5, created minimum standards for municipal governance and created process citizens could follow if those minimum standards are not being met. Within St. Louis County general operating revenue derived from traffic fines was capped at 12.5% of the annual operating revenue. Municipalities were also required to submit an annual report to the Missouri State Auditor detailing revenues from law enforcement actions (e.g. bonds, fines, court costs, etc.). The legislation also capped fines for minor traffic violations at \$300, limited the conditions in which jail

sentences could be given, and provided additional guidelines related to court costs (Missouri Senate, 2015).

Following the events in Ferguson, Missouri Governor Jay Nixon issued an Executive Order establishing the Ferguson Commission, which examined data and information concerning the St. Louis region. The Commission's published report had several calls to action concerning municipal courts and the municipal criminal justice system. Recommendations included: eliminating incarceration for minor offenses; treating nonviolent offenses as civil violations rather than criminal cases; cancel "failure to appeal warrants;" institute a process to review warrants; and determine a way to assess an individual's ability to pay fines and/or fees and allow installment payment plans (Ferguson Commission 2015, 94).

While municipal courts are not the focus of this paper, the information presented above makes it clear that municipal courts play an important role in the local criminal justice system. The method and manner by which policing takes place in a municipality impacts the courts. Additionally, municipalities in St. Louis have utilized the police and the court systems as a source of revenue generation. It stands to reason that if the provider of police services were to change then the outcomes in revenue generation may also change. One former high ranking police official interviewed for this work recalled a municipality being serviced by a police contract requesting additional traffic enforcement for the purposes of increasing revenue. The

servicing police department refused to enforce traffic enforcement for the purposes of increasing revenue, but did offer to increase traffic enforcement based upon data indicating certain areas needed focused attention (e.g. school zones) (personal interview, January 10, 2015).

## Chapter 3 Literature Review

Political scientists have not been blind to topics concerning interjurisdictional agreements, collective action, and public choice. Writers have
spent considerable time exploring these issues and their work provides a
solid foundation on the topic. However, this body of literature fails to
adequately explain the process of municipal police contracting decisions.
This chapter will explore literature relative to this topic and discuss gaps in
the current knowledge as it relates to the topic at hand.

Simon A. Andrew presents an overview of work on interjurisdictional agreements in his 2009 article, "Recent Developments in the Study of Interjurisdictional Agreements: An Overview and Assessment." Andrew examines pertinent literature, datasets, and research currently being conducted on interjurisdictional agreements.

A comprehensive national dataset that examines the prevalence of interjurisdictional agreements does not exist. Andrew points out, "The last survey of the use of IJAs [interjurisdictional agreements] was conducted more than two decades ago by the US Advisory Commission on Intergovernmental Relations" (Andrew 2009, 135). While a comprehensive national study regarding the use of interjurisdictional agreements does not exist, several local studies have been conducted relative to this topic. The Citizens Research Council of Michigan conducted a study in 2005 that provides information on service production agreements for 116 functions in 26 service

areas in 464 municipal governments in Michigan (Andrew 2006 and The Citizens Research Council of Michigan 2005). The Michigan study found that larger cities provide police services with greater frequency than do villages or townships (The Citizens Council of Michigan 2005, 2).

The State of Iowa maintains information on formal interjurisdictional agreements created by city and county governments within the State. The State of Florida also constructed a dataset concerning interjurisdictional agreements. Andrew explains the Florida dataset, "In 2002, Florida required its county governments with populations exceeding 100,000 people to compile information on the IJAs [interjurisdictional agreements] created by themselves and the local governments within their borders" (Andrew 2009, 136). Although Florida required reporting of significant data, the reporting requirement was restricted to eight general service areas (education, sanitary sewer, public safety, solid waste, drainage, potable water, parks and recreation, and transportation facilities). Andrew holds that in the absence of a Federal dataset the datasets from Michigan, Iowa, and Florida represent the best information for understanding the prevalence of interjurisdictional agreements.

Andrew lists three ways in which scholars have studied the adaptation of interjurisdictional agreements. The first approach, he states, "frames the issue as a choice among several different production options" (Andrew 2009, 136). The second approach examines local policy networks and how those

policy networks influence interjurisdictional agreements. The third approach utilizes case studies and interviews to explore the motivations for adoption of these agreements. Many of these case studies have focused on the roles of elected officials. While this study will make use of case studies, each approach lacks a perspective that takes into account policy process theories. The policy process perspective could supplement the existing literature with a broader theoretical framework to examine the process and factors influencing policy actors with regard to interjurisdictional agreements.

The rational choice perspective is very prevalent in examining the adoption of interjurisdictional agreements. One of the primary researchers using the rational choice perspective has been Richard C. Feiock. Feiock frames his rational choice argument through a theory known as institutional collective action.

Literature suggests that municipalities make contracting decisions from a rational choice perspective that is also rooted in arguments of institutional collective action (Feiock, Tao, and Johnson, 2004, Feiock 2007, and Feiock 2009). While the rational choice perspective is prevalent, the rational choice approach cannot adequately describe the policy process through which municipal actors determine if their municipality will engage in police contracting. There are two conflicts within the rational choice approach. First, from the rational choice perspective, a municipality should contract police services if the municipality has the potential to save on costs

associated with providing police services. Second, the rational choice perspective and the institutional collective action approach hinge on an assumption that the participating institutions are unitary rational actors that engage in interjurisdictional cooperative agreements. An examination of the St. Louis County case demonstrates that some municipalities are not making decisions based solely on costs. Only a small percentage of municipalities contract police services despite the availability of viable and cost saving alternatives. Additionally, the rational choice and institutional collective action approaches fail to account for the myriad of actors inside the institution who are behind the scenes working their own agendas and policy levers to influence these decisions.

#### *Institutional Collective Action*

Richard C. Feiock, a leading scholar on interjurisdictional agreements, utilizes rational choice to frame theories on cooperative agreements and regional partnerships. Feiock discusses his theories succinctly in two papers, "Rational Choice and Regional Governance" and "Metropolitan Governance and Institutional Collective Action." His theory of institutional collective action can be useful in understanding some contracting decisions. However, some of Feiock's propositions can be challenged when examining the police contracting decisions within St. Louis County.

Elinor Ostrom distinguished two types of rational choice models in her 2005 book, *Understanding Institutional Diversity*. The first generation of the

rational choice models held that actors have complete information and seek to maximize their benefits. The second generation of rational choice models accounted for the contextual situations with which decisions are made and allows for asymmetrical information between actors. It is from this second generation model that Feiock developed his theory. Feiock defines institutional collective action this way:

Bilateral contracting and multilateral collective action are mechanisms by which two or more governments act collectively to capture the gains from providing or producing services across a larger area. Taken together these mechanisms can be referred to as institutional collective action (ICA) (Feiock 2007, 48).

In this model, it is assumed that government officials are engaged in a lengthy cost and benefit analysis of cooperative agreements between governments in order to capture as many gains as possible. If officials determine that benefits outweigh costs, then the officials decide to cooperate on service provision.

Feiock also utilizes the Tiebout tradition to further his argument that governments will seek to increase collective benefits through collaboration. The Tiebout tradition holds that individual households make residential decisions based upon the mix of goods and services offered by individual municipalities (Tiebout 1956). Reducing externalities and spillover effects produces significant benefits for citizens. Utilizing the Tiebout model, these additional benefits may increase the likelihood that citizens will wish to

reside within these municipalities. Feiock summarizes the work of Brierly, "Consolidation...solves scale and externality problems, yet their larger scale reduces local control, inefficiencies, and increases coordination costs" (Feiock 2007, 50 and Brierly 2004). In this summary, Feiock introduces the possibility that reduction of local government control of a service is a cost when collaborating for service provision. A reduction in control over police services may become a stumbling block for policy decisions that favor police service contracts. Some communities are reluctant to engage in police service contracts out of fear that the community will lose control over the police.

In Feiock's model, costs are not the only factors on which decisions concerning interjurisdictional agreements rest; rather, the contextual nature of the services that are being considered for cooperation are also factors.

Context may include characteristics of the good or service, configurations of political institutions, and the networks that exist among local government officials (Feiock 2007, 48). It is necessary for Feiock to add context to his theory to avoid a failure of the theory when—from a purely monetary perspective—it makes sense to contract and collaborate on service production. Adding context to the equation introduces limitations to contracting and collaboration and shapes the decision making process that surrounds collaborative decisions.

Feiock subdivides contextual roles into four groups: the transaction characteristics of goods, community characteristics, political institutions, and

the structure of policy networks. Each of these contextual lenses are broken into smaller pieces that are then presented as propositions.

The transaction characteristics of goods are broken into two propositions. The first asserts that services with greater asset specificity are least likely to experience collaborative efforts. Feiock defines asset specificity as "durable investments that cannot easily be redeployed to other users" (Feiock 2007, 53). Utilizing Feiock's definition, an argument could be made that policing is asset specific. The successful beat officer or detective must have an understanding of the community in which he serves to be effective. The notion of community oriented policing is built upon establishing partnerships built on trust with the community and the police. The information a police officer learns about one community is not easily transferable to another community. For example, a police officer from Ladue could not take the information he knows about that community and apply it to Wellston. A police officer's understanding of a local community is asset specific.

Feiock's second proposition for the context of the transaction characteristics of goods is that as the difficulty in measuring and monitoring service outcomes increases the likelihood of collaborative agreements decreases. Determining how to measure and monitor service outcomes for police services is often difficult. Traditional measures have looked at the number of arrests and clearance rates as well as crime statistics and response

times (Moore and Braga 2003). James Q. Wilson has argued that these traditional measures for police performance and the frequent search for better measures of performance are doomed to fail. Rather, he argues, police should design methods of neighborhood assessment before and after police intervention to determine the success or failure of police methods (Wilson 1993, 159). It has also been argued that contracts for police services may stipulate certain performance measures whereby the contracting municipality can measure and monitor police performance on pre-determined metrics (Moe 1984, 760). Despite the difficulties in measuring and monitoring police performance and service outcomes, a number of municipalities do decide to contract police services.

Feiock proposes that the characteristics of a community impact collaboration efforts; he has three propositions related to this theory. The first and second are that as the level of demographic heterogeneity both among and within local governments increases cooperative agreements decrease. The utilization of basic racial demographics reveals that St. Louis County is at least seventy percent white. The racial breakdown of municipalities that contract with the County for police services ranges from 99 percent white to 4.1 percent white. Many racially diverse municipalities do contract for police services and predominantly minority cities contract at a similar ratio than do predominantly white cities (Table 2.5). Based upon these descriptive statistics, Feiock's claim that heterogeneous populations are less likely to

contract needs more research in regards to the St. Louis County case.

The third proposition concerning community characteristics holds that agreements tend to form between governments that neighbor one another.

This proposition generally holds true for the St. Louis County case.

Feiock theorizes that the political structure of a community has an impact on decisions to collaborate, which he explains through five propositions. Collaboration is expected to increase in states with less restrictive laws. The more professionally managed a government is, the greater the likelihood of collaboration. Feiock defines professional management as a local government with a council-manager form. Yet, in St. Louis County, only a small number of municipalities that contract for police services have some type of a professional manager or administrator (Table 2.4). Feiock also argues that the likelihood of collaboration increases when there are district-based representation systems, elected officials have durability in their tenure, and when the governments have similar structures of governance.

Feiock's last contextual lens revolves around network analysis. He argues that as local governments become tied to one another they enact collaborative agreements. Additionally, as local governments become more tightly clustered and historical relationships exist then collaboration becomes more likely. Feiock argues that this is the case because close relationships increase trust and reduce asymmetrical information.

On balance, Feiock's institutional collective action framework lacks explanatory power for the decisions of local municipalities to contract for police services. Small municipalities that provide their own police services are too small to achieve economies of scale. From a purely rational choice perspective, one would theorize that municipalities should contract police services because the municipality could save money and leverage economies of scale; however, many small municipalities maintain their own police agencies. The inability of Feiock's institutional collective action model to explain police contracting decisions leaves room to explore these decisions through other theories. Decisions regarding police contracting are more complicated than the unitary rational actor perspective posited by Feiock; these decisions are shaped by political actors and institutions that are overlooked in the institutional collective action approach.

The rational choice theory draws a line between production and provision. As discussed in Chapter 1, this line is often blurred. Police service decisions are not made in an autonomous vacuum motivated by technical decisions. Rather, contracting decisions have an impact on the day-to-day life of municipal residents. Contracting police services changes the style and approach of the policing methodology. Rational choice theory neglects the impact police providers have on the values, interests, and policing style within communities.

Police Protection as a Lifestyle Service

Feiock's institutional collective action theory lacks explanatory power partly because it fails to take into account the identities of local citizens and the peculiar networks of police administrators. Kelly LeRoux and Jered Carr have described police services as a lifestyle service (LeRoux and Carr 2010). LeRoux and Carr have examined the impact of local officials' interpersonal networks on the formation of interjurisdictional agreements.

LeRoux and Carr expound upon Oliver Williams' 1971 book,

Metropolitan Political Analysis. Williams divides public services into two
generalized groups, system maintenance functions and lifestyle services.

Lifestyle services include public safety services such as police protection as
well as education, parks and recreation, public housing, and economic
development. LeRoux and Carr explain lifestyle services:

These services reflect amenities that vary dramatically in quality from city to city. Williams argued that these services distinguish the lifestyles of wealthier suburban residents and represent the public amenities over which communities compete with one another to attract residents and businesses (2010, 452).

LeRoux and Carr hypothesized and discovered that lifestyle services will remain decentralized. The reason for this decentralization is that lifestyle services represent the quality of life within a community. Citizens and community leaders wish to have lifestyle services that reflect the characteristics of the municipality. Public safety networks also remain

decentralized because they display characteristics of low network densities, which leads to isolation and decreases the likelihood of collaboration.

In St. Louis County many police administrators participate in the same professional networks, such as the St. Louis Area Police Chiefs Association (SLAPCA), Missouri Police Chiefs Association (MoPCA), and the International Association of Police Chiefs (IACP). In the case of police networks in St. Louis County, an alternative hypothesis could be proposed to LeRoux and Carr's hypotheses. The competing proposal would hold that police chiefs are not isolated and are engaged in public safety networks. Instead of working to consolidate, these networks help maintain the statusquo fragmentation and entrenchment of local police administrators. Police administrators are motivated to maintain their jobs and their police departments. Other police administrators have the same desire and do not advocate police contracts. Rather, the Chiefs collaborate on smaller programs, such as Citizens Academies and DARE programs, to save money, engage their communities, and ultimately save their departments. Administrators from a large department, such as St. Louis County Police, do not have to fear losing their jobs or their department; therefore, they are more willing to advocate police contracts in which the County acts as the provider of municipal police services.

A distinction also exists between direct services and auxiliary services provided by police organizations (Ostrom, Parks, and Whitaker 1978). Direct

services are those directed to citizens, such as police patrol, traffic control, and criminal investigations. Auxiliary services are those services used by the police, which would include services such as radio communications, entry-level training, and crime laboratory analysis. This distinction has been utilized to demonstrate the ability of multiple police agencies to form cooperative agreements in regards to auxiliary services. At least one study has shown that the overlap with direct police services is low (Ostrom, Parks, and Whitaker 1978). Utilizing the alternative hypothesis posited against LeRoux and Carr, police administrators would advocate collaborative efforts in the provision of auxiliary services because these services are not directly provided to citizens.

#### Correlational Studies

Correlational studies have been used to predict factors that influence collaborative efforts.

Harry P. Pachon and Nicholas P. Lovrich, Jr., conducted a study concerning assertions regarding larger police departments through examining and analyzing citizen satisfaction surveys through quantitative regression analysis. The authors conducted this study in response to two competing theories of police services: the reformist perspective that posited the benefits of larger departments and, conversely, those groups arguing against consolidation because of the benefits of smaller departments.

Reformists supported large police departments for three reasons: the ability

to specialize, higher levels of professionalism, and benefits from economies of scale. On the other hand, those against consolidation argued that consolidation removed the representativeness that came along with locally controlled departments and that these concerns outweigh factors of efficiency, costs, and equity (Pachon and Lovrich 1977, 39).

Pachon and Lovrich examine two assertions. The first concerns costs and expenditures while the second concerns citizen satisfaction. On the topic of their first assertion, the authors argue that costs and expenditures of different police departments differ based upon the demands placed on forces of varying sizes. As they argue, small suburban police departments do not handle large amounts of violent crime as do large inner-city departments. On the second assertion, the authors found that socio-economic characteristics are the most important variable when examining citizen satisfaction with police services and not the size of the police agency. They conclude that larger police agencies would produce more economical and satisfying police services (Pachon and Lovrich 1977, 45).

James M. Ferris conducted a correlational study to determine the factors impacting contracting decisions. Ferris sought to examine the actual decisions of local governments in contracting out municipal services. He sought to go beyond the traditional examinations of cost savings as the most important factor in the decision to contract. For his analysis, Ferris utilized three independent variables: cost savings (supply side forces), fiscal

pressures, and political forces.

Ferris argued that a municipality must first establish that contracting will improve cost savings before the municipality will engage in contracting. Once cost savings are established, then fiscal pressures and political forces will influence the final decision to contract. The extent to which contracting efforts can occur is dependent on laws and constituents. Laws limit the fiscal capacity of a municipality through reducing local control over financial options. For example, a state may have a law requiring municipalities to run balanced budgets; while, constituents may demand lower tax rates.

Politicians have a self-serving desire to be reelected and will try to reduce or maintain tax rates. Politicians do not seek tax increases; therefore, if contracting will save money and reduce or stabilize tax rates then politicians will favor service contracts.

Ferris hypothesized that political forces play an important role in contracting decisions. He states, "even if cost savings are demonstrated and fiscal prospects are bleak, there is no guarantee that local governments will opt to contract out" (Ferris 1986, 294). Ferris moves the discussion of contracting from the purely rational realm and begins to examine the influence of political actors on contracting decisions. Three potential political forces that impact contracting decisions: the structure of government (mayor-council vs. council-manager), citizens, and public employees. Ferris summarizes the point at which each of these variables would be the most

optimal for contracting; he states:

The decision to contract out will be more likely when (1) the cost savings are greater, (2) the fiscal limits are more stringent, and (3) the potential strength of public service constituency groups and public employees are less powerful (Ferris 1986, 295).

Ferris sought to determine if the proposed optimal level for contracting holds up to empirical analysis.

Ferris obtained his data from a 1982 study conducted by the International City Management Association (ICMA), which surveyed local governments regarding the methods of delivering different service, including contracting municipal services. Utilizing this data, regression analysis was conducted for each of the independent variables, which determined that larger cities are more likely to contract than smaller cities. On the fiscal variable, it was determined that the higher a city's tax burden, the greater likelihood that the city will contract. Ferris also determined that political variables are highly influential in contracting decisions. Cities with greater populations of elderly and lower-to lower-middle-income residents are less likely to contract services. Ferris attributes this finding to the greater reliance of residents of this demographic on public services, who therefore, desire to maintain local control of public services. Public employees also play a role when they make up a large constituency within a city; in these cases, the likelihood of contracting decreases. Ferris' findings provide some insight into contracting decisions.

David R. Morgan and Michael W. Hirlinger examined factors that influenced intergovernmental services in their 1991 article. Morgan and Hirlinger hypothesized that intergovernmental contracting is influenced by the same factors that influence contracting decisions within the private sector. They utilized similar factors for their analysis as Ferris. Those factors are cost considerations, fiscal pressures, and political influences. Morgan and Hirlinger obtained their data from a 1983 mail survey by the International City Management Association on the use of intergovernmental service contracts. The authors then conducted analysis utilizing linear regression to test the impact of each variable on intergovernmental service contracts.

Morgan and Hirlinger have a number of interesting findings. The first is rather obvious, but important. Cities outside of metropolitan areas are less likely to engage in intergovernmental service contracts because of a lack of suppliers. A second important finding is that municipalities that engage in contracting have reduced labor costs. Findings also show that both poor and wealthy communities engage in contracting. The form of government is also an important factor, cities with a council-manager form of government have a greater likelihood of engaging in intergovernmental contracting.

Michael A. Nelson examined the probability of not employing an external service delivery approach in a 1997 article. Nelson borrows from industrial organization literature on the "make" or "buy" dilemmas private firms face. Nelson argues that the public sector must also make these

decisions. Nelson utilized a 1992 International City Management Association survey from 1,221 municipalities to conduct empirical analysis. This study found that municipalities do not always elect the mechanism of least-cost to deliver services. Rather, as preferences for service delivery becomes less heterogeneous then the likelihood of contracting decreases.

These authors utilize correlational studies to determine the variables that directly impact contracting decisions. Pachon and Lovrich examine citizen satisfaction as it relates to jurisdictional size. Ferris as well as Morgan and Hirlinger exemplify the importance of examining cost considerations, fiscal pressures, and political influence variables in correlational studies to examine contracting decisions. Nelson provides information on the expectation on contracting police services.

Studies Specific to St. Louis

Terrence Jones, in his work on fragmentation within St. Louis County, found that suburban municipalities within the County were incorporated because citizens sought homogenous cities and villages (2000, 58). Jones, building on the work of other scholars (i.e. Ostrom, Tiebout, and Warren 1961) found that fragmentation created a marketplace. This marketplace was built upon public choice; namely, the ability of citizens to choose the municipality that had the right balance of services and goods for the individual's taste (Jones 2000, 125). Jones also identifies a consequence of fragmented policing in which police look the other way on violations

committed by local residents and outside residents are handled with a heavier hand (Jones 2000, 132).

Jones articulates that municipal law enforcement services that flow from the fragmented nature of St. Louis County allows for each municipality to find a policing style that best fits the municipality the department serves. In instances where the municipality cannot afford a police department, the municipality can buy the service from a neighboring municipality or St. Louis County (Jones 2000, 131).

Jones also discusses ways in which fragmented municipalities can adapt policies that leverage economies of scale while maintaining local control. One example of this is the training of police officers through the use of a police academy that services the County and all municipalities within the County. Another example of this is found in the Regional Justice Information System (REJIS), in which police agencies within the metropolitan area can easily relay criminal justice information. Jones summarizes the state of law enforcement within St. Louis County, "local control is the default option, but...cooperation can and does occur when appropriate" (Jones 2000, 134). Numerous citizen satisfaction surveys, that report positive responses for locally controlled police agencies, have been utilized to promote and justify this fragmented system.

In the late 1980's and early 1990's Ronald J. Oakerson and Roger B. Parks studied a variety of topics, including metropolitan governance,

organization, and service delivery in St. Louis County (Oakerson and Parks 1993). In one of their works, the two compared service delivery examined St. Louis County and Allegheny County (Pennsylvania). In this work, the authors point out that Missouri State statute requires municipalities in St. Louis with populations over 400 to provide full-time police departments. They found that smaller municipalities in St. Louis County contracted for police services while small communities in Allegheny County were less likely to contract for police services; rather, smaller municipalities in Allegheny County staffed their police departments with part-time officers (Oakerson and Parks 1993, 24).

Oakerson and Parks found that the existence of fragmented police services was supported by integrating structures, that is coordination that occurs between various service providers to produce indirect services. For example, various police agencies collaborate on things such as training and a regional crime-laboratory (Oakerson and Parks 1993, 24). The authors argue that cooperation through integrating structures supports fragmented production of direct services.

Oakerson and Parks write about the Tiebout model in conjunction with citizen voice and the ability of citizens to vote with their feet. Voting with feet means that citizens have the ability to move from a municipality that does not provide the mix of services desirable by the citizen. They argue that voice and exit act as a constraint on the conduct of local officials. The desire

of citizens to find municipalities that present a basket of services to meet the needs of the citizens leads to an increase in the number of provisioning units (i.e. municipalities). However, they point out that in St. Louis County the number of production units falls below provision units for police services. They find that provision units can capture individual preferences within St. Louis County because there are a number of active providers for police services. Municipalities within St. Louis County can shop for a provider that fits the preferences of the provisioner (Oakerson and Parks 1988). As discussed earlier, producers have considerable discretion in the implementation of contracts with municipalities. In practice, there is a blurring of the distinction between provision and production.

The proceeding pages have examined literature pertinent to the topic of interjurisdictional agreements, institutional collective action, police protection as a lifestyle service, correlational studies germane to the topic at hand, and literature specific to St. Louis that discusses cooperative agreements. Each one of these studies provides knowledge and insight; however, what is missing is a study specific to the political and policy process that impacts decisions related to interjurisdictional agreements, specifically police contracting, within St. Louis County.

# **Chapter 4 Hypotheses and Methodology**

The proceeding chapter discussed literature relevant to police contracting decisions. The existing literature does not provide a cohesive understanding of the interplay between theories concerning public choice, the policy process, and certain aspects of criminal justice theory on contracting decisions. The proposed hypotheses for this work will be formulated from agenda setting and policy formulation literature, as well as some policing literature. This section will examine relevant concepts from these areas and how they relate to contracting decisions.

Policy Process Issues and Contracting

The first two hypotheses derive from agenda setting and policy formation literature, specifically focusing events, policy windows, and punctuated change. The majority of literature germane to agenda setting and policy formation concerns the Federal government. However, important concepts from this literature can be applied to contracting decisions at the municipal level.

John W. Kingdon argued there are three types of processes that impact agenda formation: problems, policies, and politics (1995, 16). When an issue becomes a problem, then the probability that the issue will become an agenda item increases. Policies can become agenda items when policy experts intervene and consider policy problems and discuss alternatives. Political forces can also shape the agenda when political mood shifts or elections

change the make-up of elected officials.

Kingdom proposed that focusing events can force issues onto the agenda. Issues are not always evident to the general public, but focusing events can propel an issue onto the agenda. Kingdom presented events such as a crisis or a disaster (1995, 94) as potential agenda drivers. A police department embroiled in turmoil and scandal can become a municipal crisis. When a crisis involving a municipal police department occurs, the municipality may be forced to examine police services, which may lead to questions of police control and police production alternatives.

Kingdon theorized that policy changes occur when policy windows open. A policy window was defined as "an opportunity for advocates of proposals to push their pet solutions, or to push attention to their special problems" (Kingdon 1995, 165). A policy window is an opportunity for agendas considered separately in the various streams to come together. When all three streams (problems, policies, and politics) are coupled, the likelihood for policy change increases.

Policy windows open for a finite period of time, which restricts the ability for policy changes to occur. Frank R. Baumgartner and Bryan D. Jones' punctuated equilibrium theory is a complementary policy process framework, which can also be applied to police contracting issues. Punctuated equilibrium theory holds that the policy process is usually quite stable with only incremental changes but periodically sharp bursts of

heightened attention to a problem or issue, results in the possibility for policy change.

During times of policy stability, Baumgartner and Jones argue that existing political structures and the definition of issues allow for stable policies. However, destabilization can occur within the policy arena.

Destabilization is defined as a time when issues become redefined.

Destabilization can occur when new participants are added or when there is a change in institutional rules or jurisdiction. During periods of destabilization, efforts are made to restore a state of stabilization.

During periods of policy development, which occur during periods of destabilization, policy image influences policy development as well as public policy venue. Policy image is defined as the understanding and discussion of a policy (Baumgartner and Jones 2009, 25). Policy images are both empirical and emotive. Policy images involving the emotive set a tone for how the policy will be discussed. For example, discussions regarding police contracting take on very different tones if the initial discussion was motivated by budget issues versus a discussion that was motivated by police detectives failing to adequately investigate violent crimes.

Policy venue is defined as the institutional location that has the power to make authoritative decisions concerning policy issues (Baumgartner and Jones 2009, 32). Policy venue concerning policing has become important in the St. Louis County context after the events of Ferguson. At one time, police

decisions were very localized issues left mostly to municipal institutions.

After Ferguson, the institutional location of policing decisions has expanded as the Missouri State Legislature, Courts, and the Federal Government are all engaged in discussions of policy issues concerning municipal policing.

For punctuated change to occur, there must be a change in both image and venue, which they describe as the image-venue interaction. If a policy image changes, then the likelihood of policy venue change increases. If venue changes, then the likelihood of policy image change increases. Image-venue interactions may be seen in police contracting decisions where publicized problems with police services lead to image changes. The change in policy image related to policing may result in discussions of police contracting, which culminates in the addition of those involved in the policy venue, for example the addition of the County Police in municipal discussions regarding police services.

The policy process literature concerning focusing events and punctuated equilibrium provide the foundation for two of the hypotheses for contracting decisions.

First, from Kingdon, *for police contracting to make it to the agenda and for it to succeed, there must have been a focusing event or public problem with the in-house police services*. Governments have a long list of problems that they could attend to, but only some problems actually make it onto the agenda.

Focusing events draw attention to a specific problem and allow policy

windows to open. Kingdon also theorizes that budgets can act as problems that focus the agenda on a set of issues (e.g. how is the municipality going to continue in-house police services). Without some sort of problem or focusing event, matters concerning police contracting will not make it onto the agenda.

The punctuated equilibrium theory ties in well to focusing events and provides the second hypothesis of this work. For police contracting decisions to succeed there must be a change in image and venue. First, the image of police contracting can change through focusing events. A focusing event, such as police misconduct, may reshape the image of the police and the policy debate surrounding how to fix the problems of a local police force. Second, venue also changes as the image of the policing policy debate shifts. The idea of venue is best described as the bringing in of outsiders into the local municipal debate regarding policing. For example, if a scandal rocks a municipal police department causing a shift in image, which leads to a policy debate, the County police may enter the debate and offer a solution for the municipality. Thus, the venue of the debate has expanded. The election of new politicians or the departure of long-standing bureaucrats can also result in a change of venue.

The theories of focusing events and punctuated equilibrium, which are part of the policy process literature, add explanatory powers for police contracting decisions. First, utilizing Kingdon's theory of focusing events, for contracting to make it to onto the agenda and succeed, there must have been

a public problem or event that has focused attention on matters of policing that float the issue to the top of the agenda. Kingdom also theorized that budgets could act as agenda drivers and for the purposes of this study, budgetary issues will be considered problems that have the ability to focus the agenda on policing issues.

Second, from punctuated equilibrium theory, for contracting to make it onto the agenda and succeed there must have been a change in both image and venue. The image of the existing police agency must have changed for discussions of police contracting to rise to the top of the agenda. For police contracting to succeed, there must also be a change in venue. In this context, a change of venue can take the form of additional actors or the addition of actors with the subtraction of other actors. For example, municipal leaders may pursue police contracting after the election of a new mayor. The election of a new mayor would be an additional actor. Subtracted actors may also be influenced. For example, a municipality may be reluctant to engage in contracting discussions when a long term and well liked police chief is in office. However, if the police chief leaves, municipal leaders may be willing to engage in contracting discussions. In these instances, the venue landscape would have changed because of the subtraction of an actor involved in the municipal policy process.

Policing Styles and Contracting

The last hypothesis is derived from the work of James Q. Wilson who was a pioneer in policing studies. Wilson wrote about policing styles in his book, *Varieties of Police Behavior*. Wilson described three types of police behavior: the watchmen style, the legalistic style, and the service style. Wilson offered the following explanation for examining police styles:

I try to describe the behavior of patrolmen discharging their routine law-enforcing and order-maintaining functions, to explain how that behavior is determined by the organizational and legal constraints under which patrolman work, to discover the extent to which it varies among police departments, and to determine insofar as the evidence permits what accounts for these differences and especially how local politics contributes to them (Wilson 1968, 10).

Wilson's theories on police behavior are important to conversations regarding police contracting because organizational context and local politics have an impact on policing. Wilson argues that politics shape the methods and operations of police. Wilson is also concerned with street-level bureaucrats, in Wilson's case, the police patrolman. The police patrolman makes policy decisions that are reinforced by police administrators and the local political culture. Patrolman behavior and methods of duty fulfillment provide evidence of the type of policing style employed in a subject municipality.

The watchman style is characterized by police behavior that emphasizes order maintenance within the community. Officers engage in an analysis of the situations to which they are called, resulting in judgment of

the seriousness of the infraction. Less serious infractions are not enforced, rather, officers ensure peacefulness and order is restored. If order is broken and cannot be easily restored then the officer takes action reminiscent of the role of a traditional law enforcer (Wilson 1968, 141). Cities that display watchman tendencies have departments that do not want to upset the status quo, the department is highly sensitive to complaints and there is no formal review process. When complaints are received, the police chief handles the complaints personally to maintain order and police legitimacy (Wilson 1968, 149). Departments with low pay and low education are consistent with the watchman style. Recruitment is frequently done from within the city. These departments also tend to have little or no written rules or specializations within the rank and tend to be highly politicized. Wilson concludes, "An unspecialized department tends to be a watchman-like department that in turn tends to resist specialization" (Wilson 1968, 155).

The legalistic style is described as the antithesis of the watchman style. Legalistic departments place the law enforcement aspect of police work at the forefront of their police methodology. Problems are handled through formal police action that results in high rates of traffic tickets and arrests. Instances of law violations that did not upset public order often end in an arrest. Wilson describes legalistic police departments, "The police will act...as if there were a single standard of community conduct" (Wilson 1968, 172). Administrators demand that officers follow strict adherence to the laws and

policies thus molding a legalistic department. Wilson hypothesizes that these departments act this way because police administrators want to reduce the possibility or suspicion of corruption. Administrators can also ensure that politicians and members of the public cannot accuse the department of failing to act. Generally, these departments were once corrupt or favor-doing departments and a move toward legalistically enforcing the laws was a conscious decision by administrators or politicians to change the public's perception of the department. These departments generally have a reform police chief, meaning the police chief is a civil servant as opposed to a mayoral appointee. The chief seeks to remove politics from police work. Within a reformed department formal hierarchies develop, efficiencies are promoted, and complaints are handled formally through an internal affairs process (Wilson 1968, 186). These departments seek to minimize citizen complaints through recruiting police officers that can be impersonal and adhere to the law enforcement aspect of police work.

The service style is Wilson's third and final style of police behavior.

The service style falls somewhere between the watchman style and the legalistic style. As Wilson describes this style, "The police take seriously all request for either law enforcement or order maintenance...but are less likely to respond by making an arrest or otherwise imposing formal sanctions" (Wilson 1968, 200). Wilson argues that one of the reasons for this type of policing style is a desire to keep public opinion of the organization favorable.

The watchman style centers on keeping the department close to the citizens, which in turn causes the police to focus on some community concerns over specific law enforcement problems. This focus on community relations is central to the department's values, training, and leadership. This community focus requires the patrol officer to have a deep knowledge base of the community. Even though some departments are considerably large, community service occurs at the local precinct level.

As described above, Wilson theorizes there are three types of policing styles. If aspects of policing were plotted on a bell curve, the service style aspects would fill the middle of the bell curve, while the negative attributes associated with the watchman and legalistic styles would be at the margins. Aspects of policing at the margins represents the characteristics of concern for police agencies, for example, a police agency focused solely on traffic ticket revenue at the expense of community policing.

The watchman and legalistic systems each display unprofessional aspects that increases their vulnerability to contract decisions. For example, watchman style departments have little to no professional standards, which increase the possibility of litigation, citizen complaints, and charges of corruption. Legalistic departments have such emphasis on enforcing the law community alienation may result. Community members may feel that the legalistic system preys on the most vulnerable and alienated citizens because they are most frequently the subject of law enforcement action. It is also

important to note that if a municipality contracts police services, then the type of police service displayed by the outgoing department will not translate into the new police department. Therefore, if a municipality that previously had a police department that displayed a watchman or legalistic style contracted police services from the County, the municipality should not expect the same type of policing style it had before the County.

James Q. Wilson and George L. Kelling ushered in the era of community policing in their groundbreaking 1982 article, "The Police and Neighborhood Safety." In this article, the authors posited the "broken windows" theory. The theory holds that if a building has one broken window then the others will soon be broken out because one broken window signals that no one cares about the building. The analogy goes further and holds that if petty crimes and social disorders (e.g., panhandling, abandoned property, public fighting, liter, etc.) are allowed to exist then citizens will feel unsafe. Citizens then begin to avoid areas while those with nefarious motives move in because there is a public perception that no one cares. The article led to an explosion in community policing. Community policing, at its core, is to form cooperative, service-style relationships between the police and citizens to deal with petty crimes and social disorders. Dealing with minor order maintenance had previously been thought of as an illegitimate use of the police, but Wilson and Kelling's article helped legitimize the role of local police in order maintenance (Kelling and Coles 1996, 19). Building

community relations and implementing community policing is particularly important for a police department that exemplifies the service style. In instances where municipalities move from a watchman or legalistic style of policing to a contractor providing a service style could result in increased community policing, which could reduce crime and increase public support of police. In instances of police contracting that shifts the policing style to a service style, service from the outside police agency could result in increased community input.

Municipal departments in St. Louis County display characteristics of the policing styles outlined above. For example, the St. Louis County Police Department displays a service orientation. The Department, while large, has a focus on community relations and is highly professionalized. The Department operates patrol operations out of local precincts and appears to have a good balance of the watchman and legalistic aspects of police work. Wilson's study focused on eight municipalities within the State of New York, which were large and had their institutionalized culture and identity. The resources to conduct a study of municipalities and classify them in Wilson's typology was not possible for this work. Additionally, several of the municipalities studied, were small communities served by very small police agencies, which limits the institutionalization of culture and identity. For the purposes of this work, sources were examined to understand the characteristics of police agencies and then those characteristics were

examined under the lens of Wilson's typologies.

Wilson's police typologies are important, because the assertion of the third and final hypothesis is that municipalities that contract police services were more likely to have operated with the legal and watchman styles, in such a way as may be considered unprofessional. Measuring professionalism in a quantitative and objective fashion is outside the scope of the dissertation. For the purposes of this dissertation, professional policing is policing that is based on specialized training that requires officers to make decisions based on standardized best practices of police conduct, which are practices based upon rules and using judgment to achieve optimum outcomes. The opposite of professional policing, is a policing methodology based upon the personal interests of the police or the unfair application of rules on classifications such as race, ethnicity, place of residence, or income. Professional policing upholds individual civil rights acting within the parameters of due process and equal protections as guaranteed in the Constitution. These unprofessional attributes can be seen in the watchman and legalistic styles. For example, the watchman style resists specialized training and has no formal review process for disciplinary issues. The legalistic style can alienate citizens reducing the optimum outcome of policing. Determining a professional police agency or individual officer is not always easy. However, utilizing Wilson's typologies draws a frame in which to examine police behavior and professionalism.

### Methodology

To study these hypotheses five case studies were completed on St.

Louis County municipalities. Three municipalities have contracted for police services, Fenton, Jennings, and Dellwood. Two municipalities, Rock Hill and Hazelwood, discussed police service contracts, but decided against contracting. The municipalities selected for this study were chosen because they vary in their mix of population, household income, and length of time contracting with the County.

The primary sources of information for this work were news articles, budgets, and personal interviews. Many news articles were pulled from the archives of the *St. Louis Post-Dispatch*. Approximately forty-five individuals were contacted and requested to participate in a semi-structured interview. Of those contacted, twenty agreed to participate in an interview. Qualitative interviews were conducted with questions that focused on the factors that contributed to the contracting discussion and decision. Most of the interviewees provided information which could be verified through public records, such as newspaper articles. A handful of interviewees provided insights into political decisions and motivations that did not make the public record. These insights are presented and noted within each case study. In several instances, the public record provided a well documented narrative of the changing perceptions of police services throughout the contracting process.

Interviewees were promised anonymity prior to each interview.

Interview notes were taken and are maintained by the author. To maintain anonymity, information received directly from interviewees will be noted generically as a personal interview, along with the date of the interview.

Historical census data for this paper was obtained from the United States Census Bureau. Uniform Crime Data was obtained from the Missouri State Highway Patrol and the St. Louis County Police Department. Census information and crime data were used to obtain a better understanding of the case studies.

# Chapter 5 Contract Municipality - Fenton

Of the municipalities studied, Fenton has contracted police services from St. Louis County for the longest period of time. Fenton was incorporated in 1837 and is classified as a fourth class city. Fenton began contracting police services in 1995. The city occupies approximately 6.4 square miles in south St. Louis County and is located next to the Meramec River. Since 1940, Fenton has grown through annexation and through suburbanization. In 1940, the City had a population of 171 (United States Department of Commerce 1943). In 2010, the City had grown to 3,946 residents (Chart 5.1) (United States Department of Commerce 2012). The City's demographic make-up is rather homogeneous, with the percent of white residents consistently above 95% since the 1980's (Chart 5.2).

As a fourth class city, the City has elected to be governed by a mayor and a board of aldermen. The mayor and aldermen are elected every two years. There are eight aldermen elected from the City's four wards, thus two aldermen are elected from each ward. State statute allows a fourth class village to elect a marshal for the purposes of law enforcement.

Like other cities in St. Louis County, Fenton generates the majority of its annual operating budget from sales tax revenues. Fenton is a point-of-sale City that also participates in St. Louis County's sales tax pool in areas incorporated after 1983. In the past five years, the City has not had a general fund budget deficit, although budgeted general fund revenue has decreased

(Chart 5.3).

### The Contracting Decision

An obituary appearing in the August 10, 2014, *St. Louis Post-Dispatch*, declared that Guy L. Youngman had been "called home to Jesus on Friday, 8/8/14" (Obituary of Guy L. Youngman 2014). Youngman served as Fenton's town marshal for twenty-eight (28) years. Youngman was first elected in 1967 and his last term as City Marshal ended in 1993. Although Youngman served for twenty-eight years, his many terms were not without problems. In 1984, the Board of Alderman cut his annual salary to \$4,200 from \$22,500 based upon displeasure with his job performance. In 1989, an effort by Aldermen to increase Youngman's salary to \$6,000 failed by a 4-3 vote (Gayle 1989), but was subsequently passed. In 1991, an audit was ordered of the Department and its evidence room following the discovery of irregularities related to the evidence room. At the same time, police Major Ed Hanneken was relieved of his duties (Billingsly 1991).

Prior to Youngman's term, the City was asked to end the practice of electing a marshal and turn the position into an appointed chief of police.

The ballot measure failed. During Youngman's term, voters were asked another five times to do away with an elected marshal and move to an appointed chief of police. All of the attempts failed. The last ballot measure during Youngman's term occurred in 1992. Prior to the 1992 measure, Youngman supported the measure, but vowed to run if the measure was

defeated. Youngman was quoted, "If it gets defeated again, I'm going to run again. People voted it down in previous years knowing I was going to run" (Fitzmaurice 1992). Youngman also expressed the rationale for his support of the proposal, "The city is getting larger now, and in an election anyone can run.... If you get an inexperienced person who would win, it would be bad for the city" (Fitzmaurice 1992). Youngman expressed concern that an elected police leader could be unqualified to hold the position, which could lead to negative consequences for the city. The measures to move the City to an appointed police chief mirrored other St. Louis County cities in moving away from elected marshals (Fitzmaurice 1992).

In April of 1993, Al Bryan won the marshal's position defeating Youngman and another contender. One former municipal official described the department, at that time, as having some good police officers with inconsistent levels of training and professionalism. The former official went on to say the Department lacked a set of standard operating procedures. Since the police chief was elected, officers were expected to campaign for the chief and to promote the chief's agenda. Officers who campaigned for the winning chief, knew that the chief would protect them against citizen complaints and during disciplinary procedures. The lack of procedures and the spoils of supporting a winning chief, led to a buddy system that created a pervasive political network within the Department (personal interview, July 2, 2015).

Another former City official summarized an elected official's point of view regarding the Department. The former official made a statement that if he woke up and a Fenton police officer had been shot, he wouldn't be sure if the officer was shot by the suspect they were chasing or another Fenton police officer (personal interview, July 8, 2015). The implication is that, the department lacked professionalism. One former County official believed that the department suffered from poor supervision, despite being paid well (personal interview, January 10, 2015).

In January of 1995, tension between the elected Marshal and city leaders was publicized after two police officers, Gary Goede and Billy Ray Allen, were fired. The officers were fired by the Board of Aldermen under the mayor's recommendation. However, Marshal Bryan had recommended disciplinary action, but not termination. Goede argued that his termination was caused by a power struggle between the the Board of Aldermen and Bryan. Goede believed that the Police Department was being micromanaged by City officials, requiring four signatures from City Hall for any purchase above \$25. Bryan cited the Board's action as damaging to Departmental moral. He was quoted, "Our officers are professionals and they want to do their job. But this has people wondering if they're going next" (Oliver 1995).

In April of 1995, two years after Bryan's election, Fenton voters were again asked to end the practice of electing a marshal in favor of an appointed police chief. Fenton officials argued that moving to an appointed police chief

would ensure a qualified person was running the Department. The proposition read, "Should city officials have the authority to hire a qualified chief of police rather than electing a city marshal" (Oliver 1995). Unlike Youngman's 1992 position, Bryan was against the proposed change. Bryan believed that an appointed police chief would be beholden to elected officials and could be fired for political reasons. Bryan was quoted, "That's not good for the city, but it is good for the people in power" (Sutin 1995). The proposal passed with a 7% margin and was set to take effect after Bryan's term ended in 1997.

Also, in April of 1995, Fenton residents were voting for mayor. The incumbent Mayor, Joe Maurath, ran against Alderman Fran Ruzicka. A news article that ran during the race highlighted issues within the police department. The article noted that since the Spring of 1994 five police officers had resigned or been fired from the Department, which led some to claim a power struggle was occurring between Maurath and the Marshal. Ruzicka stated he was concerned about the proposed ballot measure to change the selection of police chief because he feared it could lead to more scandal through nepotism or other patronage. Maurath on the other hand favored hiring a law enforcement consultant to recommend changes to the City and the process to successfully select a police chief (Fitzmaurice 1995). Ruzicka would go on to win the election.

From January of 1995 to April 4, 1995, a span of three months, Fenton

officials had fired two police officers that garnered media attention to the police department, the method of choosing the police chief was changed, and a new mayor was elected. According to several of the interviewed officials, personnel issues, particularly, the situation that led to the firing of Goede and Allen directly contributed to the decision to contract police services with St. Louis County. Goode and Allen were accused of sexual harassment along with Bryan in one case.

In 1994, a Fenton Police Dispatcher filed a lawsuit alleging she was sexually harassed by the former police officers and that Bryan promoted an environment conducive to sexual harassment. The City of Fenton settled this lawsuit in 1996 for \$110,000 (Oliver 1996). Another incident occurred in which two gas station employees alleged that the two former police officers sexually harassed them in 1993 and 1994. Both employees alleged that the officers made sexually explicit comments and one alleged that she was touched inappropriately (Bradford 1996). The gas station employees filed a lawsuit in February of 1995, which the City settled in 1996 for a total of \$160,000. One former City official described the Chief's reaction to the lawsuit brought by the gas station employees as callous, recalling he stated that "boys will be boys," in response to the allegations (personal interview, July 8, 2015).

The lawsuits and complaints led to several closed door meetings of the Board of Aldermen to discuss personnel issues and the police department.

The City Attorney and a subset of aldermen approached the County Police Department to ask for a proposal to police the City. The initial request and discussions were done quietly, outside of the public eye. Several bureaucrats close to the contract negotiations stated that the County was the only service provider approached by the City. The proposal request from the County was favored by those in the negotiation process. The proposal was then placed on the agenda of Fenton's Board of Aldermen.

On May 22, 1995, the Board of Aldermen, in a mostly closed session, voted to terminate members of the police department and then voted to enter into a five-year agreement with the County Police Department for patrol services. The agreement cost \$1,051,510 for the first year of service, and could not be increased more than eight percent in subsequent years. Aldermen denied that the decision was political and defended the closed-door nature of the contracting discussions citing the myriad of personnel issues that surrounded the decision.

News accounts related to the Board's actions recount the speed with which the change occurred and the reactions of some community members. One article detailed the time officers were notified they had been fired, "The officers learned at 7:10 p.m. Monday [May 22] they had been fired and would receive two months severance pay" (Targovnik 1995). The Tuesday after the decision, City Hall had received 50 to 60 calls from citizens regarding the change (Fitzmaurice, 1995). One citizen, Holly McGarrahan was concerned

the County Police would not be as engaged. McGarrahan was quoted, "We always had police officers driving down the street, stopping, talking with the kids.... We just don't think we'll have that with the county" (Targovnik 1995). Yet, another resident, Rose Matejcic, did not believe the change would impact the safety of the community (Targovnik 1995).

In news articles, Fenton officials called the move a cost-saving measure. Valerie Adams, administrative assistant to the Mayor, was quoted, "we will save \$575,000 and probably get better service" (Fitzmaurice, 1995). The City Attorney, Jerome Wallach, also couched the decision as financial. Wallach was quoted, "It was a matter of fiscal responsibility.... Do you want the city to go into debt?" (Targovnik 1995). The Wednesday following the decision, Mayor Ruzicka sent a letter to residents. The Mayor's letter was quoted, "The Board of Aldermen and I have been faced with many difficult decisions regarding the city's future and its financial viability. The city's preliminary five-year financial projections indicate that the city will lose on an average up to 1.5 million per year in sales tax revenue..." (Fitzmaurice 1995).

Others doubted that finances drove the City's decision to contract police services. Mac Scott, who was the spokesman for County Executive George R. "Buzz" Westfall, doubted finances were behind the contracting decision (Fitzmaurice 1995). Following the decision, the editorial board of the *St. Louis Post-Dispatch* criticized the decision. The writers criticized the

secrecy of the contracting discussions and the lack of public involvement. The editorial board also criticized the position statement of Alderman Jack Lauer, who defended the board's secrecy by citing personnel issues. The editorial stated, "Getting rid of a city's police department is more than a personnel issue; it's a restructuring of city services, one that should be open to debate by residents" (St. Louis Post Dispatch Editorial Board 1995). The editorial also called the assertion that Fenton made the decision solely for financial reasons a "dubious assumption" and noted the City could find cost savings without disbanding its police department. The editorial's last paragraph summarizes the matter:

Fenton's flimsy rationales lead almost inescapably to the conclusion that the board was motivated by other reasons. The Fenton police department has not been without controversy. And the wholesale firing has spurred rumors of troubling problems with the Fenton police. Is the real issue one of professionalism and public safety? Fenton residents have the right to get straight answers.

To summarize one former City bureaucrat interviewed regarding this matter, underlying problems with the Police Department led to contracting discussions, but the City latched onto the idea when leaders realized a cost savings could also be obtained (personal interview, July 8, 2015).

Despite the editorials, the news articles, and a small amount of public outcry, the decision was made and the City of Fenton was officially being patrolled by the St. Louis County Police Department. A problem department was disbanded and the City realized a cost savings as part of the process.

#### **Post-Contracting Decision**

After receiving the contract for police services, the St. Louis County Police appointed Timothy Fitch as the first commander of Fenton. A former County Police leader described Fitch's strong leadership abilities as a key to success in Fenton (personal interview, January 27, 2015). After taking over police services, the County Police took a neighborhood policing philosophy. The use of neighborhood policing contributed to the success of the County Police in Fenton. Fenton's 1996 Annual Budget set out public safety goals that included neighborhood watch programs and continued support and participation in community policing programs. The budget also highlighted the cooperative efforts made to establish community policing programs and the ability of the City to deliver quality services more economically through contracting (City of Fenton 1996).

Since contracting in 1995, Fenton has maintained a police services contract with the County Police. In 1995, Fenton allocated thirty-two percent of its budgeted general fund expenditures to police services. The general fund budget allocation for police services averaged thirty percent for fiscal years 1993-1997 (Chart 5.4). In 2015, Fenton's budget allocation for police services had increased to forty-seven percent of its budgeted general fund expenditures. The 2015 budget allocation for police services was a minor budgetary increase, three percent, over the previous year; and only a four percent increase in the budgeted general fund expenditures since the 2011

budget year (Chart 5.5). The 2015 police services agreement called for twenty-one police officers, three sergeants, and one captain to be assigned to the City.

Recently, the amount of revenue generated by municipalities from their municipal courts has been an important discussion point in St. Louis County. Fenton's budget for revenue generated by the municipal court has been low. In 1995, when the police contract was enacted, Fenton expected the municipal court to generate two percent of its budgeted revenue. In fiscal years 2011 through 2015, Fenton expected the municipal court to generate three percent of its budgeted revenue on average.

In the past ten years, per capita crime rates in Fenton have trended higher than the average for St. Louis County. In the past ten years, per capita crime rates in St. Louis County have averaged .03 reported UCR crimes per resident, while Fenton has averaged .11 reported UCR crimes per resident (Chart 5.6).

#### The Fenton Policy Process and the Watchman Style

Of the municipalities studied in this paper, Fenton's story is unique because the City had an elected City Marshal prior to police contracting. Additionally, shortly before contracting began, the long-time marshal left office. Marshal Youngman's statements coupled with the number of failed ballot measures, which sought to change the marshal's office, reveal important characteristics of Fenton prior to the contracting decision. The

ballot measures provide evidence that Fenton officials sought to modernize and professionalize the police department years before contracting.

However, the efforts of City leaders were rebuffed by the voters. If Youngman was to be believed, the citizens of Fenton voted down the ballot measures because he was in office. Youngman's lengthy tenure may have prevented a policy window from opening when municipal leaders sought to professionalize the Police Department. The failure of the ballot proposals indicate that the mood of the citizens did not support changes to Department management. The failed ballot measures indicate that the image held by the electorate did not warrant the proposed changes.

### Focusing Event

In late 1994 and early 1995, City leaders were aware of lawsuits pending against the department. While City leaders had sought to change the Department under Youngman, they failed at the ballot box. However, the pending allegations of police misconduct and the insipid response by the Marshal to address misconduct presented a true focusing event. Kingdon argued that focusing events do not occur in a vacuum, rather they often reinforce an existing problem. In the case of Fenton, City leaders were already engaged in an effort to modify the police structure. The allegations of misconduct drove City leaders to focus their efforts on exploring alternatives to the existing police department. Additionally, the focusing event was coupled with a shift in political mood, as indicated by the successful ballot

measure.

Change in Image and Venue

In the spring of 1995, Youngman was replaced by a new City Marshal and a new Mayor was elected. This created a change in the actors responsible for decisions related to policing. The image of the police department had changed within the community, as evidenced by the ballot measure and the image of the police department was further tarnished in the eyes of City leaders by the allegations of misconduct. This represents a change in venue due to the changing actors and a change in image in how the Police Department was viewed.

Watchman Style

Prior to contracting, the Fenton Police Department displayed characteristics consistent with the watchman style of policing. Accounts by prior police and City bureaucrats indicate that the city marshal would handle complaints through informal methods. When the Board of Aldermen sought to take personnel actions contrary to the Marshal's wishes, it was said he would simply rehire the officer.

The watchman style is characterized by an organization that does not want to upset the status quo. Maintaining the status quo would have been important for an elected marshal, who would have sought reelection and would have wanted to curry favor with the electorate. The ballot initiative to move from an elected marshal to an appointed police chief, is consistent with

Wilson's argument that a watchman style will often become a legalistic department with the appointment of a reform police chief, who would seek to institutionalize a set of professional standards. However, the City contract with the County Police moved the policing style experienced in Fenton to the service style displayed by the County. A highly professionalized police agency came into the City and emphasized community relations and community policing methods.

#### Conclusion

The Fenton case is supportive of the hypotheses. First, a focusing event occurred, which drove the attention of City leaders to police issues and resulted in an exploration of police service alternatives. Second, the City experienced a change in venue and image in relation to the Police Department that resulted in a dramatic shift in police policy. Third, the Fenton Police Department displayed characteristics of the watchman style of policing, which left it vulnerable to corruption and misconduct. The misconduct of the City's officers directly contributed to the vulnerability of contracting.

# Chapter 6 Contract Municipality – Jennings

The City of Jennings is approximately 3.7 square miles and is located in north St. Louis County. The City is nestled outside of the City of St. Louis on the northern side of Interstate 70. Jennings was incorporated in 1946, a time that saw an explosion of municipal incorporations. Jennings was one of more than fifty municipalities that incorporated between 1945 and 1952 (Jones 2000, 30). The City's name came from James Jennings, a slave-owning farmer who settled the area in 1839 (Jennings Historical Society 2014). Jennings population grew after annexation, peaking in the 1960 census number, only to decrease (Chart 6.1). In 2010, the City's population had dropped below the 1950 census level of 15,282 residents to 14,712 residents (United States Department of Commerce 1952 and 2012). The City has also seen a dramatic shift in its demographic characteristics since incorporation (Chart 6.2). In 1950, census figures indicated the City was one hundred percent white. However, in the 2010 census, the white population of the city had dropped to 9 percent.

Jennings is classified as a third-class city and has a mayor-council form of government. The mayor is responsible for the management of the City and serves a four-year term. The City is broken into four wards with two representatives from each ward on the board of aldermen. Aldermen serve two year terms.

Jennings is a "pool city," which means it shares tax revenues on a per

capita basis with other municipalities within St. Louis County. For fiscal years 2011 through 2015, the City has averaged a general fund budget deficit, general fund revenues have averaged \$8,454,690 while general fund expenditures have averaged \$8,708,900 (Chart 6.3). The City began contracting police service from the St. Louis County Police in 2011. Based upon the City's fiscal year 2011 budget, the average patrol officer salary was approximately \$36,526 before contracting with the County (City of Jennings 2010).

#### The Contracting Decision

West Florissant Avenue runs out of the City of St. Louis through Jennings and continues into Ferguson. In the aftermath of the Ferguson police involved of August 9, 2014, Jennings and Ferguson shared more than a common street: at one time they each employed Darren Wilson, the officer who was involved in the shooting. Wilson had worked at the Jennings Police Department prior to Ferguson. The troubles that had faced the Jennings Police Department suddenly made their way to the top news stories of leading news outlets. A *New York Times* article that laid out Wilson's life stated that Jennings provided the formative experiences of Wilson's policing career and those experiences came in a Department rife with problems. The article stated, "[the Department] wrestled historically with issues of racial tension, mismanagement and turmoil" (Davey and Robles 2014). Another article featured in the *Washington Post* had the emblazoned headline, "Darren

Wilson's first job was on a troubled police force disbanded by authorities" (Leonnig, Kindy, and Achenbach 2014). The article's first paragraph described the former Jennings Police Department, "[the City] had a police department so troubled, and with so much tension between white officers and black residents, that the city council finally decided to disband it" (Leonnig, Kindy, and Achenbach 2014).

The media accounts given regarding the Jennings Police Department paint an exaggerated picture of the situation in Jennings prior to the decision to contract police services from the County. Although exaggerated, these media accounts demonstrate how the contracting decision in Jennings shaped the perception of the police department. As one former County police bureaucrat stated, Jennings decision to contract police service was rooted in a crisis surrounding misappropriated grant money (personal interview, June 9, 2014). Yet another County police bureaucrat familiar with the contract negotiations believed the decision to contract police services was made easier through the discovery of fraudulently used grant money as well as an incident of misapplied force and racial tensions between the Police Department and the community (January 10, 2015).

Between 2007 and 2009, the Jennings Police Department received grants from other governmental agencies to conduct overtime enforcement operations related to driving while intoxicated (DWI) violations. In the spring of 2010, it was discovered that thousands of dollars went to pay

overtime to officers for conducting DWI enforcement operations in accordance with the terms of the grant. However, DWI enforcement operations were never actually conducted, meaning members of the Police Department engaged in fraud.

Robert Orr was the Jennings Police Chief at the time of the DWI grant misuse. Orr was a long-time Jennings Police Department employee who worked his way up to lead the Department. Orr retired on Friday, October 29, 2010, during the investigation of the DWI grant fraud. Disavowing any knowledge of the fraudulent activity, Orr was quoted in one news article as saying, "Some accusations were made...that I should have known what was going on, but that's not possible because there were no checkpoints performed in the last 2 1/2 years...there were no checkpoints to watch" (Hollinshed 2010). Orr was defended by then Jennings Mayor Benjamin Sutphin, who stated, "Chief Orr had nothing to do with this [DWI grant fraud], and this has nothing to do with his retirement" (Hampel 2010).

In preparation of Orr's retirement and in the wake of the DWI scandal, City leaders requested the County Police Department appoint a County Police captain as interim chief as well as conduct an in-depth analysis of police operations. On November 1, 2010, County Police Captain Troy Doyle assumed the position of interim chief overseeing police officers employed by the Jennings Police Department. Doyle was the former commander of the County's North County Precinct who sought to strengthen neighborhood

watch programs and hot-spot policing within Jennings (Hollinshed 2010).

Doyle's initial term was slated to last until May 2011. Mayor Sutphin was quoted, "Doyle will be in charge at least until we get this situation cleaned up and the department straightened out" (Hampel 2010). Some worried that Doyle's presence was a step toward a County take-over, which was not ruled out by Mayor Sutphin or Tim Fitch, the County's Police Chief. Sutphin was quoted,

"At the end of May, we'll evaluate whether to hire our own chief and continue with an independent police department, or to ask the county to take over completely.... Our officers were grumbling that this was just a path to move them out in favor of county officers. I told them that it wouldn't have to end up that way if they got their act together" (Hampel 2010).

For his part, Chief Fitch was quoted, "at that point [in May of 2011], it will be a matter of figuring out the cost.... If Jennings can afford it, we will provide it" (Hampel 2010).

In early January of 2011, the Jennings Police Department was once again receiving negative media attention after a police pursuit and the firing of shots by a Jennings Police Officer. On Tuesday, January 4, 2011, a Bel-Ridge police officer conducted a traffic stop on a vehicle containing two females and a child. During the stop, a female passenger slid to the driver's seat and drove off, hitting the officer as she fled. Bel-Ridge officers initially pursued the vehicle, but ended the pursuit due to the presence of a child in the vehicle. A Jennings police officer encountered the vehicle and began a

pursuit based upon police radio traffic that indicated the driver was wanted for assaulting a police officer. The Jennings officer was not aware of the presence of a child in the vehicle. During the pursuit, a Jennings officer attempted to shoot out the vehicle's tires. The attempt to shoot out the tires failed. The chase came to an end in the City of St. Louis and the officer was subsequently suspended (Bell 2011). The aftermath resulted in another incident of questionable police practices by Jennings' police officers.

City leaders initially indicated discussions of police contracting would not happen until May of 2011, but those discussions happened months earlier. On February 10, 2011, citizens crowded into a town hall meeting to discuss the possibility of a County police contract. City officials presented a list of contracting advantages and County officials promised the City could maintain control, local identity, and that the move was not a County take over. Contracting was expected to save the City money due to decreased liability and legal expenses. Residents, including Jean Deeds, who had lived in the City for forty-two years, wanted everything to stay the way it was. One council member expressed concerns regarding the proposed County contract (O'Connell 2011). Councilwoman Yolonda Fountain-Henderson did not think the City should rush into a police contract. She was quoted, "I feel like with the problems that we have, they can be fixed. The problem was leadership, we can fix it as a community" (O'Connell 2011). Councilman Rodney Epps supported the policing decision and was quoted, "We have bad policing here, and it costs us money.... We have a mess, why do you think the county is here? If we didn't have a mess, they wouldn't be here" (O'Connell 2011).

Despite the concerns of residents and Councilwoman Fountain-Henderson, on February 28, 2011, the Jennings City Council voted 6-1 to hire the County Police through a contractual agreement. Councilwoman Fountain-Henderson abstained from the vote. She had filed a lawsuit attempting to block the contract decision and characterized the contract as a take over (O'Connell 2011). Mayor Sutphin defended the contract citing the problems with the in-house police agency. Another Councilman Dennis Campbell was quoted following the decision, "It's so easy to do the right thing, it's like a no-brainer for me" (O'Connell 2011). The contract began on March 12, 2011.

As discussed, media accounts of the Jennings Police Department at the time of the contracting decision largely focused on issues related to grant funds and police misconduct. However, other issues have been identified as factors in the contracting decision, namely potential collective bargaining of police officers and racial tensions between the community and the police.

A City official close to the contracting process stated that while corruption was the primary driver for the contracting decision, concerns of unionization and collective bargaining also played into the decision. This City stated that police officers had sought to unionize prior to the decision to

contract. Fearing the possibility of unionization, Mayor Sutphin pushed for a County police services contract to avoid unionization. A former police bureaucrat stated that Jennings police officers wanted a collective bargaining agreement that would strengthen disciplinary procedures. This official citied the Mayor's unwillingness to bargain as the primary driver of the contracting decision. Solidifying disciplinary procedures was necessary because the Department ran on a "good ol' boy system," in which disciplinary policies and procedures were unfairly followed and enforced (personal interview, October 30, 2015).

County and City officials close to the contracting process also cited racial tensions between the City and the Police Department. The City had seen a demographic shift that was not reflected in the police administration. One City leader stated non-residents would avoid coming through Jennings because the police would frequently stop motorists. Department members were known to enforce the law with a heavy hand, with a particular focus on traffic violations, which led to a disconnect between the police and local youth. Despite the claims of racial tensions, a City leader observed the Jennings Police Department knew members of the community, would stop and speak with community members, and were visible (personal interview, June 16, 2015). A former police official stated that the Jennings Police Department would police fairly, but racial minorities were fearful of police (personal interview, October 30, 2015).

While unionization and racial tensions were not topics of discussion in the media surrounding the contracting decision, they are important to note in this paper. The fact that leaders observed these underlying issues are an important note in understanding the undercurrents of the contracting decision. The problem of unionization was solved by the County Police because the County contract relieved the City of personnel issues. The County also sought to improve police and community relations through community policing strategies, such as neighborhood watch programs.

#### **Post-Contracting Decision**

After receiving the contract for police services, Captain Troy Doyle remained the commander of Jennings. County police officers patrolling the City were assigned cars marked "City of Jennings" and police patches specific to Jennings were put on County Police uniforms in an effort to maintain local identity. In Mayor Sutphin's budget letter for fiscal year 2012, Sutphin stated, "the contract with St. Louis County for police services resulted in savings in both the general revenue and capital improvement fund" (City of Jennings 2011). The cost savings contributed to a two percent pay increase for full-time employees.

A former County Police administrator stated that the County took an active role in policing through community policing strategies. The County police utilized data to determine the areas with the highest rates of crime and then focused on policing those areas the hardest. The former administrator

credited County's community policing efforts as a factor that decreased crime rates within the City (personal interview, January 10, 2015).

The initial contract divided the City into four beats, to be staffed twenty-four hours per day and seven days per week. The contract provided thirty-three commissioned officers from the County police, which consisted of one (1) commanding officer, which was identified as a Lieutenant in the original contract and later modified to Captain, six (6) sergeants, and twenty-six (26) police officers (City of Jennings and St. Louis County, Missouri 2011 and 2015).

From fiscal year 2012 through fiscal year 2015, the percentage of the general fund expenditures dedicated to supporting the police contract has averaged thirty-three percent. The total general fund expenditures dedicated to police and public safety expenses have increased since the inception of contracting from the years immediately proceeding the contracting decision (Chart 6.4). The City's expected revenue from fines and fees has slightly increased for budgets during the County Police contract.

In April of 2015, Fountain-Henderson, the former councilwoman who attempted to gain a legal injunction against the police contract, was elected Mayor of Jennings. In September of 2015, the newly-elected Mayor and another councilwoman raised concerns regarding harassment of residents by County police and a lack of patrols. Concerns regarding the lack of a bidding process to award the police contract were also raised (Byers 2015). Later in

the month, elected City leaders announced the police services contract would be put out to bid in anticipation of the March 11, 2016 expiration date of the County police services contract. During the announcement that the contract would be put to bid, previously raised issues of County police performance were downplayed. Rather, City officials said the contract had to be put to bid in order to comply with City policies. A news article that ran regarding the announcement described the public's support for the County police. One resident was quoted, "I don't see personally how we can do any better than St. Louis County" (Fowler 2015). The County police commander, Captain Jeffrey Fuesting, pointed to decreasing crime rates and community support in response to the announcement (Fowler 2015).

In the past ten years, per capita crime rates in Jennings have trended higher than St. Louis County, but per capita crime rates have decreased in recent years and have shown further decreases under the County police contract. In the past ten years, per capita crime rates in St. Louis County have averaged .03 reported UCR crimes per resident, while Jennings has averaged .08 reported UCR crimes per resident (Chart 6.5).

## The Jennings Policy Process and the Watchman Style

The Jennings case supports the hypotheses of this paper. There were two focusing events as well as a change in image and venue. Prior to contracting, the Jennings Police Department displayed characteristics associated with the watchman style of policing.

#### Focusing Event

Jennings had two independent focusing events that contributed to the contracting decisions. Jennings Police had long grumbled about low pay and high work demands. In 2005, Jennings faced a growing crime rate, an increase in violent crime, and a police force demanding higher pay (Cambria 2005). Yet, the City did not contract and in 2010 the City's police officers made an average of \$10,000 less than the County average for police officers working in other municipalities (St. Louis County 2010). In 2005, Robert Orr was the Police Chief. Orr was still at the helm of the Department when his employees corruptly obtained overtime funds between 2007 and 2009 and when the investigation came to light in 2010. The fraudulent receipt of grant money associated with DWI enforcement efforts served as Jenning's first focusing event. This event led to the retirement of Orr and the installation of a County police bureaucrat to oversee and evaluate the Department's policies and procedures.

The installation of a County commander, was the first step in opening the policy window. First, a focusing event occurred, which defined the institution as problematic. Second, the political forces in the City of Jennings supported changing the manner in which the Police Department ran when they asked the County to oversee and evaluate the police situation. Third, the installation of County Police commander, put into place a new set of policy specialists. During the initial discussions surrounding the installation of the

County Police Captain, the County Police Chief was already discussing contracting in the media, laying a foundation for the subsequent outcome.

The second focusing event was the misapplied use of force by a Jennings police officer. A little over a month later, the City decided to contract police services. This second focusing event further illuminated both procedural and personnel issues with the Jennings Police Department and opened the City to another potential lawsuit. All of these issues could be solved through a County Police contract. The County invested time and resources explaining the potential benefits of contractual police provision. The corruption within the Department opened the policy window, but the misapplied use of force kept the policy window open for a longer period of time, which further increased the chances for contracting.

Change in Image and Venue

The decision to contract police services in Jennings was accompanied by a change in image and venue during a period of destabilization. The change in image occurred in the wake of the two focusing events. The image of the Department was shaped by the focusing events, leaving a dark cloud of corruption and unprofessionalism over the Department.

A change in venue can be characterized as a change in the institutions that control policy issues. In this instance, City leaders invited the County Police to appoint a police commander to oversee the Department. This appointment was done after news of the misapplied grant funds broke and

the police chief resigned, which led to instability. Once County command was in place, the policies and practices of the Department were scrutinized. The presence of County Police commander during the second focusing event allowed the County control the policy narrative. When Councilman Epps pointed to bad policing by the municipal Department, he referred to the County as an agency that was brought in to handle a policy problem. Watchman Style

The Jennings Police Department prior to contracting displayed attributes associated with the watchman style of policing. The Department was described as one that frequently enforced traffic regulations with a heavy hand, particularly on those from outside the City. While the watchman style is described as having a focus on order maintenance over formal law enforcement action, the watchman style left room for aggressive policing in certain areas, such as traffic enforcement, particularly with a select group of individuals such as outsiders driving through the municipality. The watchman style also described the police as withdrawing from relationships with African-American citizens, which could lead to a perception of racial tensions. Jennings displayed attributes of the watchman style in the methods of police enforcement.

Jennings also displayed attributes of the watchman style in the organizational context. Watchman style departments are characterized by low pay. Jennings officers were paid salaries lower than the County average

for municipal officers. A small police agency, such as Jennings, limited the ability to develop specialization and advanced training opportunities, which is characteristic of a watchman style department. Lack of oversight and standardized procedures are also typical of watchman style departments. The lack of oversight was demonstrated in the DWI grant scandal when the Police Chief admitted his lack of knowledge in the fraud related to DWI grants.

#### Policy Entrepreneur

Jennings is the first example where the County's actions reflect those of a policy entrepreneur. A policy entrepreneur is an organization or individual willing to expend resources in the hopes of obtaining a policy they favor. The County favored a police contract and the investment of a full-time police commander, although reimbursed, helped ensure an outcome favorable to the County. The County commander not only oversaw the Department, but a comprehensive examination of the Department's operations was undertaken. The County also invested time and resources preparing a proposal for police services and explaining the potential benefits of contractual police provision. *Conclusion* 

The Jennings case further substantiates the hypotheses. Jennings was the subject of an investigation concerning the fraudulent use of DWI grant funds, which acted as a focusing event that drew attention to corruption within the department. This focusing event led to a change in image and

venue and the appointment of a County commander to oversee the agency.

A second focusing event, further changed the image of the agency and allowed for policy entrepreneurs and experts to further frame the agency as unprofessional.

# Chapter 7 Contract Municipality: Dellwood

Jennings and Dellwood were both incorporated during a time of explosive growth in the number of municipalities incorporating between 1945 and 1952. Dellwood's incorporation came at the tail end of this period of municipal growth, with incorporation in the year 1951. Dellwood is classified as a fourth class city. The City covers 1.03 square miles of territory in north St. Louis County. The first census after incorporation, the 1960 census, showed the City's population at 4,713 (United States Department of Commerce 1961). The 1970 census showed a peak in the City's population at 7,137 (United States Department of Commerce 1973), however, the City's population began decreasing in subsequent census years and had dropped to 5,025 residents in the 2010 census (United States Department of Commerce 2012) (Chart 7.1). Like Jennings, Dellwood has seen a dramatic demographic shift since incorporation. In the 1960 census the City was 97% white, while the 2010 census showed a white population of 18% (United States Department of Commerce 1961 and 2012) (Chart 7.2).

As a fourth class city, the City has elected to be governed by a mayor-city administrator-aldermen form of government. The City is broken into four wards with two aldermen elected from each ward. Unlike Fenton and Jennings, Dellwood has a city administrator who is responsible for supervising City operations. The City participates in the sales tax pool and has had a mostly balanced budget in the past five fiscal years (Chart 7.3).

In the 2010 survey of County police departments, Dellwood reported having a force of seventeen officers (St. Louis County 2010). Dellwood began contracting police services from the County Police Department in 2012.

## **The Contracting Decision**

In April of 2011, former alderwoman Loretta Johnson was elected mayor of Dellwood. Johnson was Dellwood's first African American mayor. She replaced Jack Agnew, who had served as Dellwood's mayor for twelve years. One former City bureaucrat described the operation of the City as a mom and pop shop in which the police department did not operate under a set of formalized rules and regulations. The Mayor hired a new city administrator who found several problems with City management. Attempts were made by the Mayor and newly appointed administrator to modernize and professionalize City departments, only to receive push back from entrenched bureaucrats (personal interview, January 2, 2015).

The Dellwood Police Department was described as an agency with several internal problems in early 2011. There were rifts between officers motivated by race. The ability to discipline officers was obstructed by personal relationships within the Board of Aldermen. When disciplinary actions would go before the aldermen, officers would employ their personal relationships in such a way as to thwart severe disciplinary action. The ability to influence disciplinary proceedings was particularly beneficial to three or four officers who were frequently the subject of complaints.

Despite the internal problems brewing within the police department, officers were paid at a level similar to their colleagues in other municipal departments. In 2010, the average salary for a police officer in Dellwood was \$46,795 while the average pay for a municipal police officer in St. Louis County was \$46,154 (St. Louis County 2010). The Department consisted of sixteen officers with an average of twelve years of service (Walker 2011).

After the April election, City leaders attempted to hold a hiring process for the Department, with a focus on recruitment of not only qualified applicants, but also minority applicants. The process did not net the results City leaders had hoped. In the fall of 2011, City leaders stealthily approached the St. Louis County Police to discuss the possibility of contracting police services.

A former City official speculated racism was behind the initial contract discussions. When the Mayor took office, the department had a small number of minority officers. It was believed that Mayor Johnson sought to replace the internal department in hopes of gaining more minority officers, which would reflect the changing demographics of Dellwood. The official stated the negative information that was published about the Dellwood Police Department was trumped up to tarnish the reputation of the Department (personal interview, May 20, 2015).

News of the potential contract began to spread in late November. On Monday, November 28, 2011, residents crowded into a council meeting to

express their support for the Dellwood Police Department. One resident collected signatures in support of the Police Department. A news account of the meeting summarized the comments made by many residents in attendance, "[Residents said] the officers were more like family than a city service...telling stories of officers helping them with personal problems, checking on them after accidents or family deaths, and knowing them on a level that made them feel safer" (Walker 2011). At the meeting, the City Attorney Donnell Smith cited personnel issues as the rationale for exploring contracting options with St. Louis County and that the process was just beginning. Mayor Johnson refused to comment since the decision revolved around personnel matters. Chief Fitch of the County Police indicated City leaders had approached the County approximately two weeks prior to November 28 (Walker 2011).

After the open forum, the council went into closed session. During the closed session, Police Chief Fred Haunold was placed on administrative leave. The City agreed to pay the salary of a County Police lieutenant and the County agreed to provide a sergeant at no cost to the City. The agreement called for the County to oversee the police department (Walker 2011).

In the wake of these discussions and the replacement of police leadership, police members went door to door seeking support for the Department. Aldermen reported that some citizens feared supporting the switch to St. Louis County because they felt threatened by the door to door

campaign. Alderwoman Dawnn Tanksley was quoted, "They [the residents] were terrified...I had to assure them that it would be okay. That didn't do any good - they were still afraid...The day they started canvassing, I had several residents that were offended and afraid...like they were being targeted. They were intimidated" (Rivas 2011).

On December 7, 2011, a town hall was held with several hundred residents in attendance, the majority supported keeping an independent Dellwood police agency. City Administrator Frank Myers defended the aldermen's decision to explore a police contract option citing several concerns, including increased crime rates, personnel issues, improper handling of evidence, and improper reporting of crime statistics to state and federal authorities. While City leaders and aldermen explored a County police contract, some aldermen were skeptical. Alderman James Lovings called for the matter to be placed on the ballot (Walker 2011).

The next day, on December 8, 2011, a special session was called to vote on dissolving the Police Department and contracting with the County.

However, no vote was taken because the requisite number of aldermen for a quorum was lacking. This session foreshadowed a months long stand-off and legal battle between aldermen trying to prevent a County takeover and those willing to dissolve the Department.

After news of a potential County takeover became public, police officers began applying for jobs with the County. Several of Dellwood's

fifteen officers were hired by the County Police in the wake of the announcement. This led to a dire situation for police protection in Dellwood, which resulted in the Mayor ordering a state of emergency because the City lacked enough police officers to adequately patrol the City.

On Monday, January 10, 2012, the Mayor asked the County Police to cover some police patrols in the City. The Mayor was quoted, "our city has become unable to conduct normal business and our citizens will suffer without assistance" (Currier 2012). The County agreed to patrol the City during day shifts. However, County police officers would only be able to enforce state laws. As a practical matter, this meant County officers would not write traffic tickets or handle other low level nuisance crimes, such as abandoned vehicles (Currier 2012).

The County Police Chief acknowledged that residents may have a hard time accepting the presence of County officers. He was quoted, "We fully expect that people will be against us and will test us.... We know there are people hoping and praying that we screw up" (Currier 2012). Alderman James Lovings, who protested the County contract by boycotting council meetings, was a vocal critic of the proposed change. Lovings argued that the dwindling police force was the only way to ensure support for a contract. Lovings was quoted, "The only way (Johnson) could get St. Louis County to Dellwood was to get our officers gone.... The way to get them gone was to lean on Chief Fitch to take our officers" (Currier 2012). Lovings argued that

the matter of a police contract should be put before the residents on the next municipal ballot.

In the media accounts surrounding the County patrols, County
Sergeant Dave Kopfensteiner, stated issues had been discovered with
Dellwood's evidence procedures. Particularly, Dellwood had not sent
evidence that required analysis by the crime laboratory. This information
foreshadowed additional revelations of a County audit that would cast a dark
shadow on the competency of the Department.

In late January of 2012, additional revelations were made about mishandling of evidence by the Dellwood Police Department. A newspaper account summarized the problems: "In the audit, St. Louis County police allege that Dellwood officers sold copper tubing from the police evidence locker to a copper scrap yard...evidence had been destroyed or was never returned to its owner...[and] guns had been taken from the locker by officers for personal use (Walker 2012)." In the same newspaper account Chief Fitch praised Dellwood officials for bringing the matter to light while Alderman Lovings, one of the four Aldermen boycotting council meetings, defended the Police Department (Walker 2012).

Almost a month later, in late February of 2012, news was released that the Dellwood police had mishandled cases, to include egregious crimes such as reported cases of rape. The County reported that between 2009 and 2011, 121 cases were mishandled. In many cases, the initial report and follow-up

work generated leads that led to a suspect, but Department members failed to complete the case and seek a warrant for the subject's arrest. A news article presenting the mishandling of cases to the public cited a woman, Felicia Vanderford, whose son had been murdered in the City. Vanderford described how she was contacted by police during the homicide investigation. She was told that police had conducted an investigation and a suspect had been developed. However, the subject was not arrested and had not been prosecuted (Walker 2012).

Former City officials argued the report of mishandled cases was blown out of proportion. These officials cited a lack of witnesses and victim cooperation as the primary reason warrants were not applied for by detectives. Officials argued that this was an easy way to further tarnish the reputation of the police unnecessarily. One former official pointed out that St. Louis County had unsolved cases and that their policing methods may not result in successful prosecutions in all cases (personal interview, May 20, 2015).

Despite several months of negative reporting about Dellwood police, four aldermen continued to boycott council meetings. On April 3, 2012, a municipal election was held leading to the election of three new aldermen and the reelection of an incumbent. Two of the boycotting aldermen, Richard Culberson and Donald Haynes, were replaced. Culberson did not seek reelection and Haynes was unseated. James Lovings, a boycotting aldermen

was reelected. Nine days after the election, the stalemate came to an end and the board approved a contract with the County police. The measure passed 5-3. Newly elected Alderman Ellis Fitzwalter and previously boycotting aldermen Lovings and Karen Bober voted against the measure.

Dellwood elected police service from St. Louis County, but unlike the other municipalities studied, Dellwood received a second proposal from Ferguson, a neighboring municipality. The two proposals were vastly different. The County proposed a contract that would cost approximately \$1.3 million annually, while Ferguson proposed a contract that would cost approximately \$621,000 annually. The County proposal would assign twelve officers to the City of Dellwood while Ferguson would hire six additional officers. Ferguson's officers would be assigned beats that covered Dellwood, but would not be primarily responsible for policing Dellwood. Then Ferguson Police Chief Tom Jackson was quoted, "We'd be adding people to each platoon and changing our beat plan to maximize our response times and efficiency" (Byers 2012).

### **Post Contracting Decision**

Dellwood has continued contracting with County Police since beginning the contract in 2012. An amendment to the contract was executed in June of 2015 because the City elected to remove the lieutenant position. The County would still provide twelve officers and a sergeant. In post contracting fiscal years, the percentage of general fund expenditures

dedicated to contracting has averaged fifty-five percent (55%).

A few people interviewed described the County Police as being purely "reactive." The officers assigned to the City were spending their time outside of City assisting with other calls for service being handled by the County Police. The former Dellwood Police Department was described as being present and visible, driving down every street every day, but that daily presence was lacking with the County Police (personal interview, May 20, 2015).

Since contracting with St. Louis County, the City has seen an increase in reported crime. In the last ten years, the City saw a spike in reported crime since 2011 (Chart 7.4). In 2010, there were .04 reported UCR crimes per resident and .01 reported violent crimes per resident. In 2014, there were .07 reported UCR crimes per resident and .02 reported violent crimes per resident.

# The Dellwood Policy Process and the Watchman Style

Dellwood's path to a police contract had the most drama of any of the municipalities studied. The contracting process took almost four months, with a persistent media narrative that the existing department was unprofessional while four aldermen boycotted meetings. Despite the drama associated with the contracting decision, Dellwood's path to contracting is supportive of the hypotheses.

# Focusing Event

Dellwood represents a variation of a focusing event when a symbol emerges and diffuses. In these instances, as with all focusing events, an underlying issue, such as an unprofessional City department is coupled with a focusing event. However, instead of the traditional focusing event, a symbol emerges and then the issue spreads. In the case of Dellwood the Department became a symbol of an unprofessional police agency. The unprofessionalism began to diffuse as the St. Louis County Police began to audit the department and uncover issues. As the County began uncovering issues, the web of problems grew wider and culminated when attention was called to the mishandling of egregious violent crimes.

# Change in Image and Venue

The Dellwood case exemplifies a change in venue and image. The first change in venue occurred when Mayor Johnson was elected and hired a new city administrator. The venue continued to change when the County police were asked to provide oversight of the Department. The addition of a new administrator and the invitation of County police into municipal affairs changed the authorities that were responsible for making decisions regarding police policies.

A change in image occurred as the County Police began conducting audits of the Department. The negative reporting concerning the investigative abilities of the Dellwood Police Department changed the tone

surrounding the Department. The narrative about the Department changed to unprofessionalism.

Despite the initial change in venue and image, a change in police service did not immediately occur because of the boycotting aldermen. The change in service providers did not occur until another venue change occurred after the April 2012 municipal elections when the Board of Aldermen was reshaped, which allowed for a police contract agreement. *Watchman Style* 

Similar to the other municipalities studied, the Dellwood Police

Department displayed characteristics of the watchman style. The politics of
the watchman style are marked by a lack of political willpower to
professionalize and modernize the police department, in part because of poor
city administration. The City of Dellwood suffered from a "mom and pop"
attitude toward city administration for years prior to the election of Mayor

Johnson. This attitude carried over to the police department. Political
willpower to professionalize the department did not exist. Even during the
initial contract negotiations when unprofessional actions by police were made
public, political willpower was lacking.

The police chief prior to the decision to contract had a long tenure with the Department, which is consistent with the watchman style. Officers lacked specialization despite pay that was on par with the average pay of other municipal police departments throughout the County. The Department had a small detective bureau. However, as the County audit discovered, detectives did an inadequate job on investigations.

Policy Entrepreneur

Similar to Jennings, the County police acted as a policy entrepreneur in the Dellwood case. The County police were provided legitimacy in reviewing Dellwood when they were invited into the City and asked to conduct a review of the existing police agency based upon their expertise. The County's presence helped move the agenda of contracting forward in two visible ways. First, the County audit uncovered deficiencies in the existing police service. Second, the introduction of the County police helped create a shortage in Dellwood's ability to field enough police officers to serve the town. This allowed the County to provide officers to cover the day shift and introduced them into the day to day operations related to policing the City.

When the topic of police contracting was first discussed, Dellwood residents spoke out against disbanding Dellwood's police force. When additional officers were needed to police the City, the County police provided resources to fill the void. After agreeing to provide officers, County Police Chief Fitch was quoted, "We fully expect people will be against us...so we have to be prepared to become immediately subjected to scrutiny" (Currier 2012). The quote exemplifies the policy entrepreneur role of the County because resources were provided in the hopes of swaying citizen opinions

about police services. If citizens who were previously critical of County Police were able to interact with County Police, it may result in a positive shift in public opinion. A positive shift in public opinion could quell critical voices.

#### Conclusion

Dellwood's march toward police contracting has the most drama of the case studies presented in this paper. A new mayor sought to professionalize City services and in the process brought in a larger Department to oversee and review the practices of the police, which resulted in a new narrative of an unprofessional police agency. However, attempts to contract police services led to a boycott by members of the Council. After a municipal election a year after the Mayor's election, a vote was finally taken to contract police services.

# Chapter 8 Non-Contract Municipality: Rock Hill

Rock Hill is one of two case studies in which police contracting was discussed and debated, but not implemented. Rock Hill was incorporated in 1929. The City was given its name by a Presbyterian minister who encountered two steep and rocky hills while going to the area to celebrate a service (City of Rock Hill).

The City is classified as a fourth class city and covers a little over one square mile in the middle of the County. The City is bisected by Manchester Road. Between the 1940 and 1970 census the City's population grew from a low of 1,821 residents to a high of 7,275 residents (United States Department of Commerce 1943 and 1973). After 1970, the City's population began to decline to 4,635 residents in the 2010 census (Chart 8.1) (United States Department of Commerce 2012). In the last thirty years, the City has not experienced a large demographic shift (Chart 8.2).

As a fourth class city, the City has elected to be governed by a mayor-city administrator-aldermen form of government. The City is broken into three wards with two aldermen elected from each ward. The City is a point of sale City, which relies on sales taxes for a significant portion of its general fund revenue. The City has had a general revenue fund deficit in four of the past five fiscal years (Chart 8.3).

# The Contracting Decision

In fiscal years 2002 and 2003, the City of Rock Hill had a very tight, but balanced budget (Chart 8.4). As a former City bureaucrat stated, the City was looking at the possibility of bankruptcy in the years before 2004 if the situation of tight budgets continued and expenditures continued to grow. As a dire financial situation griped the City, leaders began to examine all services in an effort to cut expenditures in anticipation of the 2004 fiscal year (personal interview, July 8, 2015).

Part of the dire financial situation in the City was caused by a push to construct a civic center expected to cost over ten million dollars. The effort was spearheaded by then Mayor Robert Salamone. A large part of the City's reserve funds were expended to finance the initial planning stages of the civic center. The City had also failed to attract a Wal-Mart store, which would have bolstered tax revenue.

The examination of City departments included the twelve-man police department. In 2004, the median Rock Hill police officer salary was \$48,250. As a cost saving measure, police contracting was discussed. Rock Hill did not examine a change to police services because of unprofessionalism or corruption. Rather, the police were simply another City department that needed examination in a larger effort to reduce expenditures.

City leaders initially approached the St. Louis County Police as part of their review. The County was asked to develop a plan to police the City and

determine the associated costs. One former City bureaucrat stated the County prepared a good proposal.

In May of 2004, news broke that the City was examining the possibility of police contracting. Reactions to the possibility of contracting police services were overwhelmingly negative. David Arnold, a resident was quoted, "how can we build a civic center if we can't pay for our police" (Sparks 2004)? Other residents defended the Rock Hill Police believing outside police agencies would not be as effective. Another resident, Tim Sheahan was quoted, "our police know who the bad guys are and they know what's going on" (Sparks 2004). Rumors were also circulating that contracted police services would result in increased police response times and decreased police presence and proactive patrols.

Despite the support for the police department, City leaders, particularly Don Cary, the City Finance Director, argued the City had to examine expenses because of the dire financial situation. On May 26, 2004, the City held a special meeting to discuss the proposed changes. At the meeting the financial situation was discussed. Cary believed the City would face a deficit budget by fiscal year 2007 if changes were not made. It was estimated that contracting police services from the County would save an average of \$300,000 annually. The County police proposed assigning a lieutenant to oversee the municipality and five patrol cars.

One former City bureaucrat recalled a Rock Hill police officer standing

in the back of a meeting in which contracting was discussed. The officer stood at the back of the meeting holding an infant telling the residents he was going to lose his job leading to an inability to care for his child (personal interview, July 8, 2015).

The pressure against contracting was too great, which led the Council to back down. Instead of contracting, the Police Department agreed to pursue cost cutting measures. The Council also agreed to allow a buyout of long term employees.

# Following the Decision Not to Contract Out

In the years following the contracting discussion, the City's general fund revenues outpaced general fund expenditures (Chart 8.4). The percentage of general fund expenditures dedicated to the police department fell from 32% in fiscal year 2004 to 26% in fiscal year 2006. The proposed convention center was not completed.

One interviewee stated that many residents felt Mayor Salamone attempted to ruin the City of Rock Hill (personal interview, May 12, 2015). After leaving office, Salamone faced corruption charges for receiving kick backs from a pension fund company that took over service to the City during Salamone's tenure.

In the ten years since the decision not to contract, the per capita crime rate has remained relatively study. The per capita crime rate for Rock Hill has remained lower than that of St. Louis County (Chart 8.5).

# The Rock Hill Policy Process

Rock Hill discussed contracting police services from the County, but did not actually contract. The Rock Hill case supports the hypotheses through negative findings. Rock Hill had a focusing event, but it did not concern the Police Department. The image and venue of the Police Department did not change. Throughout the contracting discussions the professional abilities of the Police Department were not questioned. Historical references and interviewees failed to provide an adequate picture of Rock Hills' police style. Therefore, the third hypothesis concerning police styles could not be satisfactorily answered.

# Focusing Event

In Rock Hill, a specific incident did not focus attention on the police department. Rather, budget constraints created a focusing event surrounding the City's budget and future fiscal position. The focusing event was a catalyst to reexamine service provision and the civic center backed by the Mayor.

Focusing events do not occur in a vacuum, they must have accompaniment. Unlike the successful contracting examples, the focusing event did not specifically center upon the Police Department and lacked accompanying concerns or issues related to the Department. In Rock Hill, residents and leaders did not have a preexisting perception of a problem related to the Police Department. As one former County police leader stated, Rock Hill, provided a quality police service (personal interview, May 21,

2015). Residents could not accept a solely budgetary rationale for disbanding local police control.

Budgetary concerns can constrain policy and promote policy (Kingdon 1995, 106). In the case of Rock Hill, budgetary concerns promoted a policy discussion concerning police contracting. Rock Hill's focusing event included the Police Department, but was not defined by the Police Department. In this instance, the focusing event drew attention to the proposed civic center. Citizens were not willing to exchange municipal services for a civic center. The focusing event also caused City leaders to reduce expenditures in individual departments.

Change in Image and Venue

The period leading up to Rock Hill's contracting discussions was not a period of instability. The image and venue of the Police Department was stable throughout the contracting discussion period.

Rock Hill lacked a change in both image and venue during the discussion of police contracting. Negative information regarding the police department was not revealed during the contracting discussion. The image of the police department as a good service provider was not shaken.

Unlike other municipalities, Rock Hill lacked a change in actors during the contracting discussions. The County was not called in to oversee or audit the police department. A new mayor or city administrator did not enter the picture advocating a change to police services.

#### Conclusion

Elected Rock Hill leaders wanted to build a civic center during a time when bureaucrats were forecasting a dire fiscal position for the future of the City. City leaders began to consider options to cut expenditures, which led to a discussion of the possibility of contracting police services from St. Louis County. The focusing of attention to contracting was not precipitated out of a police issue. The venue and image surrounding the police department was stable and there were no changes to either. Residents did not support the civic center plan and did not support police contracting. City leaders were able to take actions to cut expenditures and the civic center was not constructed. In the end, the Rock Hill Police Department was maintained.

# Chapter 9 Non-Contract Municipality: Hazelwood

Of the municipalities studied, Hazelwood has the largest population and land area. The City was one of the rash of municipal incorporations in the late forties and early fifties, incorporating in the year 1949. The City is located in north St. Louis County covering a little over sixteen square miles. Since incorporating, the City has grown in size and population. In the 1950 census, the population numbered 336 and had grown to 25,703 in the 2010 census (Chart 9.1) (United States Department of Commerce 1943 and 2012). In the past thirty years, Hazelwood has seen a demographic shift, but not to the extent of Jennings and Dellwood. The City's population was 87% white during the 1980 census and 64% white in the 2010 census (Chart 9.2) (United States Department of Commerce 1982 and 2012).

Hazelwood is a home rule city, which means the City has drafted and adopted a charter outlining a structure of government specific to the City. Hazelwood operates under the council-manager plan of governance. In the council-manager form of governance, cities employ a professionally trained administrator to manage the day to day operation of the City. A weak mayor primarily serves as the political leader of the city, but lacks administrative authority.

Like Fenton, Hazelwood is a point-of-sale City that also participates in the County's sales tax pool in areas incorporated after 1983. In the last five fiscal years, the budgeted general fund revenue has averaged over thirty million dollars while general fund expenditures have averaged a little over twenty-four million dollars. Revenues outpaced expenditures every year (Chart 9.3).

# The Contracting Discussion

In 1948, the St. Louis Ford automobile plant moved to Hazelwood, by 2002, the plant employed more than 2,600 workers (Gillerman and Schlinkman 2002). In 2002, Ford was facing declining profits. The company, announced that the Hazelwood plant faced closure. The possibility of losing revenue associated with the plant caused City leaders to discuss potential cost saving measures. One of those measures, was a consideration to contract police services from the St. Louis County Police.

The potential economic impact of losing the Ford plant could have significant consequences on the City's budget. If the Ford plant closed, the City faced a potential decrease in revenue of twenty percent (Gillerman and Schlinkman 2002).

In anticipation of losing revenue, the City obtained a proposal for police services from the St. Louis County Police. A former City leader recalled two council members wanted to explore the idea of contracting police services. These two council members thought the discussion could occur out of the public forum. The City Manager was asked to explore contracting options (personal interview, November 20, 2015). One former County police administrator recalled Hazelwood Police Chief Carl Wolfe

made the initial inquiry regarding a potential contract (personal interview, January 10, 2015). Initial news the of proposal was circulated in an anonymous e-mail. The anonymous e-mail caused the City's Communication Manger, Deb Faber, to confirm that a proposal was received, but any decisions on disbanding the Police Department would require significant discussion and that the discussions would be rooted in the budget (Posorske 2002).

On May 14, 2002, County Police Lieutenant Ken Cox presented the County's proposal to police Hazelwood to the City Council. The County proposed a \$3.6 million contract to provide police services. The County's proposal was significantly less than the \$5.6 million Hazelwood was spending on police services. During the meeting, Mayor Carr made it clear that the meeting was simply an information session (Harris 2002).

News of a potential police contract did not sit well with members of the community or members of the police department. A campaign was started to save the department and dubbed a "Blue Ribbon Campaign" because community and police members were asked to wear blue ribbons to City Council meetings to show support for the Police Department. Members of the Police Department also began touting the professionalism of the department. Russ Craven, a police officer, was quoted as saying, "The Hazelwood Police Department is one of the most respected, professional and progressive police departments in the region" ("Hazelwood police officers

rally to save department" 2002).

On May 15, 2002, over five hundred residents showed up at a meeting of the City Council. The Council rejected the County's policing proposal. In response, Mayor Carr noted that the proposal was not a formal action item and expressed contentment that the residents would support a revenue increase (Harris and Porsorske 2002). A former City leader stated that the cost savings from a County contract would have been marginal if Hazelwood was to maintain the same level of police services that were provided internally. However, the City would not have known if a County police contract was a viable option without exploring the matter (personal interview, November 20, 2015).

While the County's proposal to provide police services was rejected, City leaders were still concerned about the impending plant closure and the possible loss of revenue. In the City Manager's fiscal year 2003 budget proposal, the news of the Ford plant closure loomed large. In the budget prepared for fiscal year 2003, department heads cut \$1.2 million from their operating budgets. As part of the cuts, five vacant full-time employees were cut. Two of those cuts came from the Police Department (City of Hazelwood 2002).

One former County police administrator believed that Hazelwood used the County. The County prepared a patrol plan for the City as part of its proposal. The former administrator believed Hazelwood simply took the

plan and used it as a blueprint and implemented the suggested changes in an effort to save money (personal interview, January 10, 2015).

One former City leader believed that the people of Hazelwood had a deep conviction that municipalities should provide their own police service. This leader pointed to Hazelwood's annexation efforts in the nineties. During those annexation efforts, Hazelwood leaders had Hazelwood police officers patrol areas that were to be annexed. Residents in soon to be annexed areas began to see Hazelwood police with greater frequency than they had seen County police. At that time, flyers were produced touting the superiority of public services provided by the City. The policing efforts demonstrated by the City during the annexation discussions resulted in a service standard citizens expected. Unincorporated citizens, who were later annexed, wanted to be served by the Hazelwood police because they could recall lackluster service by the County police (personal interview, November 20, 2015).

In 2006, the Ford plant closed. Hazelwood still maintains its own Police Department, which is staffed by sixty-nine officers. In the last ten years, the per capita crime rate in Hazelwood has been slightly higher than the rest of St. Louis County (Chart 9.4).

# The Hazelwood Policy Process and the Service Style

Hazelwood's contracting discussion resembled Rock Hill's because both City's examined police service options in the face of a budget crisis. The Hazelwood case is also supportive of the hypotheses. Hazelwood lacked a focusing event specific to the police department and a change in image and venue. The Police Department displayed characteristics closely associated with the service style.

Focusing Event

Hazelwood's focusing event was the announcement that the Ford plant would close by mid-decade. This event, focused the attention of City leaders on budgetary matters. The City's concerns regarding the budget focused attention on all City departments, to include the Police Department, but a focusing event specific to the Police Department did not exist.

Budgetary concerns in Hazelwood also acted as policy promoter, which caused the possibility of police contracting to rise higher on the agenda. The impending closure of the Ford plant and the conjoined budget issues also promoted other agenda items, such as an effort by City leaders to find alternative revenue streams. City leaders also advocated Ford to continue production in the City.

Change in Image and Venue

The views of residents and City leaders regarding the Police

Department's professionalism and effectiveness were positive and that view did not change. As one former member of the County Police command staff stated, the consensus was that the department did their job (personal interview, May 21, 2015). Residents supported the Department and were willing to attend a City Council meeting to voice their support. The

individuals responsible for policies surrounding the Police Department did not change. The City did not see a change in leaders prior to the contracting discussion. The Mayor had served since 2000 and the police chief had served for a little over fifteen years. While the County Police prepared a contract proposal, the County was not asked to oversee or audit the existing municipal police services.

Service Style

The long tenured Police Chief had built a professional department. The Police Chief was a member of several professional policing organizations, including the International Association of Chiefs of Police (IACP). As one prior City leader stated, the Chief was highly respected and aggressive in establishing an effective police agency that excelled in community-oriented policing (personal interview, November 20, 2015). The characteristics described by the former City leader are consistent with the service style of policing. In the service style, a reform police chief implements a standardized set of procedures, focusing on serving the community through community policing methods. In the service style, the police chief is responsive to the needs of the community. The same City leader stated the Chief understood the needs of the police and the community and that he would ask the Council to provision the Police Department appropriately (personal interview, November 20, 2015).

# Conclusion

In the case of Hazelwood, all three hypotheses were supported. The contracting discussion was born out of concern for future revenue projections related to the potential shuttering of the Ford plant. A focusing event specific to the Police Department was lacking. A change in venue and image was also lacking. The Department also displayed characteristics associated with the service style of policing.

# Chapter 10 Conclusion

St. Louis County is made-up of ninety municipalities that provide police services both internally and through contractual agreements. The purpose of this work was to examine police contracting decisions under the lens of agenda setting and policy process theories. To study the issue, five St. Louis County municipalities were examined. It was hypothesized that successful contracting discussions would be preceded by a focusing event, a change in image and venue, and that a legalistic or watchman police department would be more likely to contract out than a department with a service style.

# Focusing Events

Different types of focusing events preceded the contracting discussions in each municipality. Focusing events surrounding problems with the police departments proceeded contracting in Fenton, Dellwood, and Jennings. In Rock Hill and Hazelwood, focusing events proceeded the contracting discussions, but the events centered around budgetary issues, not the police.

In Fenton, allegations of police misconduct presented a focusing event during a time in which City leaders sought to implement police reforms aimed to modernize the Police Department and increase professionalism. In Jennings, two focusing events, one concerning corruptly gained grant funds and the other surrounding the misapplication of deadly force served as focusing events. In Dellwood, the focusing event centered on unprofessional

conduct by the Dellwood Police Department, which was epitomized by lackluster case investigations.

In Rock Hill and Hazelwood, the focusing event did not focus on the police. Rock Hill's budget issues were driven by proposals to build a civic center that would have depleted dwindling resources. In Hazelwood, concerns of future deficits were fueled by the announcement the Ford plant was slated for closure.

These findings suggest that focusing events are necessary for the topic of police contracting to make it to the agenda. For contracting to succeed, the focusing event must focus attention on a problem or issue with the existing police service. In instances where the focusing event raised police contracting to the agenda, but was not specific to the police, the agenda item failed to result in a police services contract.

Change in Image and Venue

A change in both image and venue were necessary for contracting to occur in the case studies. Changes in image and venue result during periods of policy destabilization. A change in image regarding the police provided a new tone in which to discuss and evaluate existing police services and alternatives. A change in venue often brought other individuals into the discussion of policy issues surrounding the police.

In contracting discussions that ultimately led to contracting, there was a change in image and venue with relation to the municipal police

department. For example, in Fenton, one change in venue occurred when a new city marshal was elected. A change in image occurred as the information was made public that called into question the quality and professionalism of the police department. In both Jennings and Dellwood, one change of venue occurred when County police commanders were asked to oversee the existing police departments. The image of the existing police agencies was also changed as information related to the quality and professionalism of the police department was made public. Contracting discussions in Rock Hill and Hazelwood lacked a change in both image and venue.

# *Police Styles*

Wilson's police service styles were utilized to frame a discussion of police agencies and practices that operate on the margins of professional policing. It was hypothesized that police agencies displaying characteristics associated with the legalistic and watchman styles of policing would have a higher likelihood of contracting. While an in-depth analysis of the policing culture and the accompanying style was not feasible for this analysis, an assessment of policing styles was made based on interviews and public documents. The municipalities that contracted police services in this study displayed characteristics of unprofessional police behavior associated with the watchman style as framed by Wilson. The dissolved agencies were often described as "good 'ol boy" departments. Discipline was uneven and standardized policies in procedures were either not in place or overlooked.

The agencies that were ultimately dissolved displayed characteristics of police agencies operating at the margins. These practices often led to a disconnect between the community and the police.

The municipal police departments that were dissolved in favor of contracted police services displayed characteristics of the watchman style, providing evidence in favor of the hypothesis. However, given the absence of hard data on policing styles and the limited number of cases, more research would be needed to fully test this hypothesis.

# *Policy Entrepreneurs*

At the beginning of this research, the potential for policy entrepreneurs and their role in the policy process was overlooked. While conducting interviews and research, it became clear that policy entrepreneurs did play a role in the policy process. In at least two of the case studies, Dellwood and Jennings, the County Police acted as policy entrepreneurs. Policy entrepreneurs invest resources into a problem in order to obtain a favorable outcome. The County Police invested resources in the form of manpower, agency audits, and patrol plans during contracting discussions. While the municipalities offered to reimburse the County's expenses for the assignment of police commanders to oversee the Departments, the County had to shuffle manpower at the command staff level to cover the assignments.

County Police members became key actors in the policy process, particularly during audits of existing police departments. As seen in the

cases of Dellwood and Jennings, the County Police audits resulted in negative press regarding the departments. The introduction of the County Police also resulted in a change in venue because the County Police could influence local police policy and policy discussions surrounding the police. The introduction of the County Police impacted both changes in venue and image.

Several interviewees pointed to respectable intentions by the County

Police when it came to matters of contracting. The motives of the County

Police to engage in contractual police services were often described as a

desire to provide a professional police service to municipal residents.

However, as seen in several articles, citizens and some elected leaders have

had concerns the County Police engage in "take-over" tactics during

contracting discussions. When the County Police act as policy entrepreneurs

there is the possibility for a conflict of interest. If the County Police can enter
the policy fray, thus changing the venue, and release negative information

about a department, changing the image, the County stands a better chance of
receiving a police services contract. The County therefore receives a benefit,
even if it is as minuscule as an increase to the number of full-time employees

allowed and an increase in the size of territory policed.

Findings and the Rational Choice Theory

One of the criticisms of rational choice theory in Chapter 3 was that the theory could not fully explain police contracting decisions. From the rational choice perspective, a municipality should contract police services if the

municipality would save money and increase efficiency. While saving money and achieving greater efficiency did play a role in contracting decisions, these were not the only factors. In cases where contracting could have saved money, such as Rock Hill, the municipality decided against contracting police services. The rational choice perspective also assumes that participating institutions are unitary rational actors. The participating institutions have a number of actors inside the institutions who are behind the scenes working their own agendas and policy levers to influence decisions. These actors can drive the agenda, such as the introduction of policy entrepreneurs.

Feiock expanded the rational choice discussion to include matters of context in decisions to collaborate between governments, a few of those contextual factors are worth mentioning again in light of the research. One of Feiock's propositions was that characteristics with greater asset specificity are least likely to experience collaborative efforts. Policing is asset specific because police officers are familiar with the territory in which they function. Citizen concerns about losing officers known to them were raised by citizens in all of the case studies.

Feiock also theorized that community characteristics and political structures would influence collaborative agreements. Utilizing the data presented in Chapter 2, it was clear that several of these contextual factors did not matter in the case of police contracting in St. Louis County. One of the contextual theories was that demographic homogeneity increased

collaborative agreements. However, in St. Louis County many racially diverse municipalities contract police services (reference Table 2.5). Another factor concerning political structure held that collaborative efforts would increase with professional management. Yet, in St. Louis County, the majority of municipalities contracting police services are not professionally managed (reference Table 2.4).

The data and case studies suggest that rational calculations were not enough to ensure contracting decisions. In both Rock Hill and Hazelwood contracting police services from the County could have decreased costs and increased efficiencies, yet these municipal police departments were retained. In Fenton the cost savings of contracting were publicized, yet the underlying causes of contracting were not rooted in cost savings and increased efficiencies. In the cases presented, rational calculations related to costs and efficiencies were not sufficient to bring about the decision to contract. In these cases, there also needed to be a change in image and venue.

Changes in image and venue occur in a specific space in time. In the case studies presented, these changes were preceded by focusing events. One of the purposes of this work was to examine how theories from the policy process literature could be applied to contracting decisions, particularly when rational choice theories seemed to fall short. The majority of municipalities in St. Louis County do not contract police services. In the County several municipalities with small populations, which most assuredly could increase

efficiencies, do not contract police services. The case studies suggest that for contracting to occur there needs to be a perfect storm of events. Kingdon describes this perfect storm of events as a policy window. A policy window is only open for a short period of time and various actors must seize upon the opportunity for action on a specific agenda item. Certainly, in the successful contracting decisions, various policy participants were able to come together. The need for these various events to occur and open a policy window indicates the possibility that inefficient and unprofessional municipal police agencies, that would benefit from contracting, will continue to exist.

*The Future of Policing in St. Louis County* 

As discussed, the decision to contract police services does not always occur out of need or rational basis. These contracting decisions need to be combined with other events. The recent events and follow-up from the incident in Ferguson, are redefining and reshaping the policing landscape in St. Louis County. The follow-up has consisted of inquiries and reports by the Department of Justice and the Ferguson Commission. The Missouri State Legislature and the County Council have taken up the matter and passed legislation that seeks to reduce unprofessional practices within the criminal justice system in St. Louis County.

This work was started long before the events of Ferguson, but those events cannot be overlooked. The hypotheses and conclusions of this work can be applied to post-Ferguson policing in St. Louis County. Ferguson acted

as a County wide focusing event on both municipal policing and municipal court systems. Issues of professional policing and an examination of alternatives to the status-quo St. Louis County municipal police system have long been discussed by those concerned with matters of policing. However, Ferguson thrust matters of municipal policing onto the agenda causing not only those interested in police policies to examine the status-quo but others outside of the day to day policy process.

The issues that have been laid bare by Ferguson show municipal police agencies that operate at the margins of professionalism. These agencies often display characteristics of the legalistic or watchman style of policing. Police agencies operating at the margins are often joined by a larger criminal justice system in which prosecutors and municipal courts enforce laws with a heavy hand of fines, fees, and warrants. Over-policing and the severity of court sentences are often targeted on outsiders and residents with low incomes. The ArchCity Defenders report summarized this concern, "Overall...stopping, charging and fining the poor and minorities...and by incarcerating people for the failure to pay fines...unintentionally push the poor further into poverty" (Harvey, et al., 2014). The operation of police agencies that feed upon outsiders and residents with low incomes to increase revenues further increases poverty and decreases the quality of life for a certain segment of society.

There has been a shift in policy venue and image in relation to municipal police agencies in St. Louis County. The venue was greatly expanded as the federal government, legislative bodies, government agencies, and an appointed commission all began to examine police services in St. Louis County. The image of municipal police agencies was forever changed. Prior to Ferguson and immediately after, many small municipal police agencies still exist and many have not made the necessary changes to increase efficiency or professionalism. Contracting police services does not always occur because of a rational need, which suggests that some incentive is necessary to professionalize police services.

Incentives and encouragement to change the status-quo of policing and the operations of municipal courts in St. Louis County has occurred in Senate Bill 5 and in recent County legislation. Senate Bill 5 limited the amount of revenue a municipality could collect from traffic fines. The Bill also limited fines and jail sentences and provided guidelines related to court costs. Municipalities were also required to submit an annual report to the Missouri State Auditor detailing revenues from law enforcement actions. Senate Bill 5 was one post-Ferguson change by the Missouri legislature to upend the status-quo.

The St. Louis County Council, concerned about problems with professionalism in municipal police agencies in the County went beyond the Missouri legislature. In December of 2015, the County Council approved a

measure requiring police departments in the County to meet a series of baseline standards. The measure was supported by County Executive Steve Stenger. Stenger stated that the measure's main purpose was to ensure equal access to quality law enforcement across the County (Giegerich 2015). Departments were allowed six months to meet the standards set forth in the bill or face fines or a County takeover. While the measure is currently being contested in court, it demonstrates the attention local leaders are giving to policing policies and the desire to change the business as usual attitude of policing in St. Louis County.

Outside of St. Louis County and Missouri, national attention has been turned to policing policies. After Ferguson and several other high-profile events surrounding police in other parts of the county, President Barack Obama called together the "Task Force on 21st Century Policing" to examine issues of policing. In May of 2015, the Task Force released its report, which featured six topics, or "pillars." Those six pillars were: (1) building trust and legitimacy, (2) policy and oversight, (3) technology and social media, (4) community policing and crime reduction, (5) training and education, and (6) officer wellness and safety. Key recommendations concerned an emphasis on increasing peace officer training standards. The group also recommended creating standards for hiring and education of police officers. Another key finding of the group was to expand a database that maintained a list of decertified police officers in an effort to keep officers who had been

discharged due to a problem from becoming a police officer in another state or another department.

Ferguson has created an environment that has led to the opening of a policy window that is conducive to further contracting and collaborative efforts. Based upon the findings of this study, future efforts of contracting and collaborative efforts are to be expected in St. Louis County. A focusing event and changes to both image and venue have occurred.

Limitations, Recommended Research, and Conclusion

The purpose of this work was to examine police contracting decisions in St. Louis County, specifically the drivers behind contracting discussions and decisions examined primarily under the lens of policy process theories. This study was limited to five case studies, which represent only a small sampling of municipalities in St. Louis County. The findings are insightful and further our knowledge of contracting decisions and the policy process behind those decisions. However, five case studies may not be representative of all the cases of municipal contracting or those instances in which a municipality would benefit from contracting.

The focus of this study was also specific to the St. Louis County experience. St. Louis County is an extreme case of suburban fragmentation, with a large number of small municipalities. The findings of this study may not be generalizable to other areas or metropolitan areas with larger suburbs. Due to the timing of this study and the focus on St. Louis County, the

majority of individuals contacted for an interview failed to respond or declined. Several cited potential litigation issues surrounding contract decisions. Others, felt that the timing of the study was suspect and questioned the integrity of any study focused on policing in the aftermath of Ferguson. At least one potential interviewee cited a previous interview in which the interviewee's words were inserted into an article that displayed bias (in the opinion of the potential interviewee).

Future research could certainly expand the foundation laid by this work. Increasing the number of interviewees and the municipalities studied could produce a broader picture of contracting decisions in St. Louis County. A comparative study, utilizing examples from St. Louis County and other regions where contracting is prevalent (e.g. King County, Washington and Los Angeles County, California) could determine the generalizability of this study.

The three case studies of successful police contracts were limited to municipalities that have contracted with the St. Louis County Police. Further research on municipalities that have only contracted with other municipal governments would be beneficial. This research could compare and contrast the differences and rationale behind decisions to contract with another municipality versus the County.

Wilson's policing styles were utilized to frame a discussion of police professionalism in this study. Future studies could operationalize

professionalism through an in-depth analysis of policies and procedures for each department. The policies and procedures of each case study, both before and after the contracting discussions, could be matched against national standards as outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). Utilizing the standards recommended by CALEA, the departments could be rated on levels of professionalism based upon the existence of commonly accepted policies.

As the nature of policing in St. Louis County continues to evolve, future studies should be completed, perhaps utilizing techniques described above. Future research could further an understanding of the evolution of policing in both America and in a highly fragmented metropolitan area after a metropolitan-wide focusing event. Future research could also be expanded to the policy process. Examining the policy streams and the policy window opened after Ferguson would be insightful to both the policy process and criminal justice arenas.

Despite the limitations of this study and areas for future research, this study has expanded an understanding of police contracting decisions and the ability to apply theories of the policy process to these decisions. The rational choice models previously used to describe interjurisdictional agreements posited that the participating institutions are unitary rational actors that sought to reduce costs and increase efficiency. Feiock built upon this foundation and proposed that context played an important role in

interjurisdictional agreements. This study moved beyond that discussion, utilizing theories from the policy process literature, to demonstrate the importance of focusing events and the necessity for changes in image and venue for contracting to occur.

## Tables

Table 2.1							
Municipal Police Departments in St. Louis County							
Ballwin	Eureka	Overland					
Bel-Nor	Ferguson	Pacific					
Bel-Ridge	Flordell Hills	Pagedale					
Bella Villa	Florissant	Pine Lawn					
Bellefontaine Neighbors	Frontenac	Richmond Heights					
Berkeley	Glendale	Riverview					
Beverly Hills	Hazelwood	Rock Hill					
Breckenridge Hills	Hillsdale	St. Ann					
Brentwood	Kinloch	St. John					
Bridgeton	Kirkwood	Shrewsbury					
Calverton Park	Ladue	Sunset Hills					
Chesterfield	Lakeshire	Town & Country					
Clayton	Manchester	University City					
Country Club Hills	Maplewood	Velda City					
Crestwood	Maryland Heights	Vinita Park					
Creve Coeur	Moline Acres	Warson Woods					
Des Peres	Normandy	Webster Groves					
Edmundson	Northwoods	Woodson Terrace					
Ellisville	Olivette						

Table 2.2 Municipalities Contracting Police Services in St. Louis County					
Municipalities Contract  Municipality	Police Services in St. Louis County  Police Service Provider				
Bellerive	Normandy				
Black Jack	St. Louis County				
Champ	Maryland Heights				
Charlack	Vinita Park (North County Police Coop.)				
Clarkson Valley	St. Louis County				
Cool Valley	Normandy				
Country Life Acres	Town & Country				
Crystal Lake Park	Frontenac				
Dellwood	St. Louis County				
Fenton	St. Louis County				
Glen Echo Park	Normandy				
Grantwood Village	St. Louis County				
Green Park	St. Louis County				
Greendale	Normandy				
Hanley Hills	St. Louis County				
Huntleigh	Frontenac				
Jennings	St. Louis County				
Mackenzie	Shrewsbury				
Marlborough	St. Louis County				
Norwood Court	St. Louis County				
Oakland	Kirkwood				
Pasadena Hills	St. Louis County				
Pasadena Park	Normandy				
Sycamore Hills	St. John				
Twin Oaks	St. Louis County				
Uplands Park	St. Louis County				
Valley Park	St. Louis County				
Velda Village Hills	Beverly Hills				
Vinita Terrace	Vinita Park (North County Police Coop.)				
Wellston	Vinita Park (North County Police Coop.)				
Westwood	Frontenac				
Wilbur Park	St. Louis County				
Wildwood	St. Louis County				
Winchester	St. Louis County				

			St. Louis Cour	Table 2.3 nty Municipalit	ies by Size			
Smallest	t 30 Municipaliti	es	Middle 30 Municipalities			Largest 30 Municipalities		
		2010			2010			2010
Municipality	Contract*	Population	Municipality	Contract*	Population	Municipality	Contract*	Population
Champ	1	13	Lakeshire	0	1432	Olivette	0	7737
Country Life Acres	1	74	Hillsdale	0	1478	Maplewood	0	8046
Mackenzie	1	134	Bel-Nor	0	1499	Brentwood	0	8055
Glen Echo Park	1	160	Winchester	1	1547	Des Peres	0	8373
Bellerive	1	188	Vinita Park	0	1880	Sunset Hills	0	8496
Vinita Terrace	1	277	Warson Woods	0	1962	Ladue	0	8521
Westwood	1	278	Hanley Hills	1	2101	Richmond Heights	0	8603
Kinloch	0	298	Marlborough	1	2179	Berkeley	0	8978
Huntleigh	1	334	Wellston	1	2313	Ellisville	0	9133
Twin Oaks	1	392	Moline Acres	0	2442	Eureka	0	10189
Uplands Park	1	445	Green Park	1	2622	Town & Country	0	10815
Crystal Lake Park	1	470	Clarkson Valley	1	2632	Bellefontaine Neighbors	0	10860
Pasadena Park	1	470	Bel-Ridge	0	2737	Bridgeton	0	11550
Wilbur Park	1	471	Riverview	0	2856	Crestwood	0	11912
Beverly Hills	0	574	Pine Lawn	0	3275	Saint Ann	0	13020
Greendale	1	651	Pagedale	0	3304	Jennings	1	14712
Sycamore Hills	1	668	Frontenac	0	3482	Clayton	0	15939
Bella Villa	0	729	Fenton	1	4022	Overland	0	16062
Flordell Hills	0	822	Woodson Terrace	0	4063	Creve Coeur	0	17833
Edmundson	0	834	Northwoods	0	4227	Manchester	0	18094
Grantwood Village	1	863	Rock Hill	0	4635	Ferguson	0	21203
Pasadena Hills	1	930	Breckenridge Hills	0	4746	Webster Groves	0	22995
Norwood Court	1	959	Normandy	0	5008	Hazelwood	0	25703
Velda Village Hills	1	1055	Dellwood	1	5025	Maryland Heights	0	27472
Cool Valley	1	1196	Glendale	0	5925	Kirkwood	0	27540
Country Club Hills	0	1274	Shrewsbury	0	6254	Ballwin	0	30404
Calverton Park	0	1293	Saint John	0	6517	University City	0	35371
Charlack	1	1363	Black Jack	1	6929	Wildwood	1	35517
Oakland	1	1381	Valley Park	1	6942	Chesterfield	0	47484
Velda City	0	1420	Pacific	0	7002	Florissant	0	52158
Police Contracts	22 of 30	73%	Police Contracts	10 of 30	33%	Police Contracts	2 of 30	7%
* 0 = Municipal Polic								

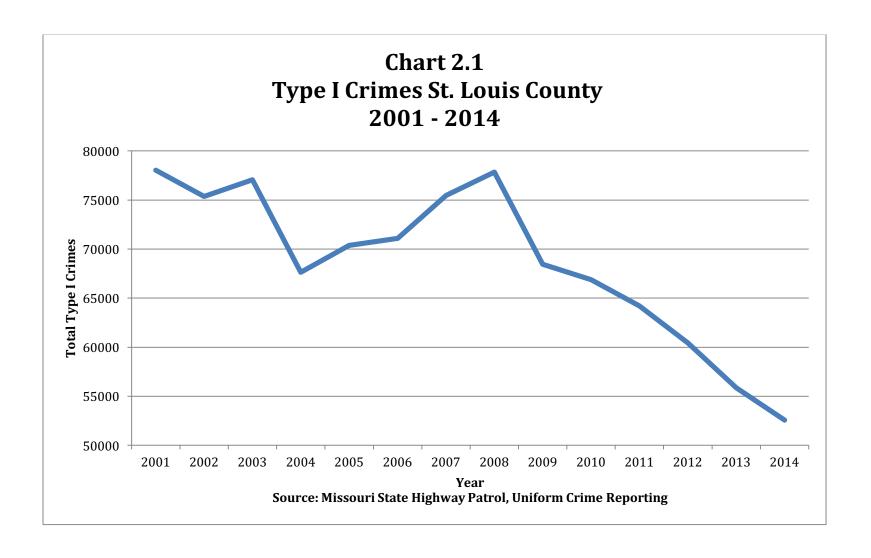
St. I	ouis County	Table 2.4 Municipalities by		Management	
		lly Managed		Professionally 1	Managed
Municipality	Contract*	Municipality	Contract*	Municipality	Contract*
Bel-Nor	0	Lakeshire	0	Ballwin	0
Bel-Ridge	0	Mackenzie	1	Berkeley	0
Bella Villa	0	Marlborough	1	Black Jack	1
Bellefontaine		, and the second se			
Neighbors	0	Moline Acres	0	Brentwood	0
Bellerive	1	Norwood Court	1	Charlack	1
Beverly Hills	0	Oakland	1	Chesterfield	0
Breckenridge Hills	0	Overland	0	Clayton	0
Bridgeton	0	Pagadala	0	Country Club Hills	0
Bridgeton Calverton Park	0	Pagedale Pasadena Hills	1	Crestwood	ŭ
	1	Pasadena Filis Pasadena Park	1	Crestwood Creve Coeur	0
Champ	_	Pine Lawn	_	Dellwood	
Clarkson Valley	1		0		1
Cool Valley	1	Riverview	0	Des Peres	0
Country Life Acres	1	Saint Ann	0	Ellisville	0
Crystal Lake Park	1	Sunset Hills	0	Eureka	0
Edmundson	0	Sycamore Hills	1	Fenton	1
Flordell Hills	0	Twin Oaks	1	Ferguson	0
Florissant	0	Uplands Park	1	Glendale	0
Frontenac	0	Valley Park	1	Hazelwood	0
Glen Echo Park	1	Velda City Velda Village	0	Kirkwood	0
Grantwood Village	1	Hills	1	Manchester	0
Green Park	1	Vinita Park	0	Maplewood	0
Conservation	1	Minite Transce	1	Maryland	0
Greendale	1	Vinita Terrace	1	Heights	0
Hanley Hills	1	Warson Woods	0	Normandy	0
Hillsdale	0	Wellston	1	Northwoods	0
Huntleigh	1	Westwood	1	Olivette	0
Jennings	1	Wilbur Park Woodson	1	Pacific Richmond	0
Kinloch	0	Terrace	0	Heights	0
Ladue	0	Terruce	O	Rock Hill	0
	Police Contra	cts 28 of 55		Saint John	0
*0 = Municipal Police			ce Services	Shrewsbury	0
•	•	,		,	0
				Town & Country	0
				University City	0
				Webster Groves	0
				Wildwood	1
				Winchester	1
				Police Contracts	6 of 35

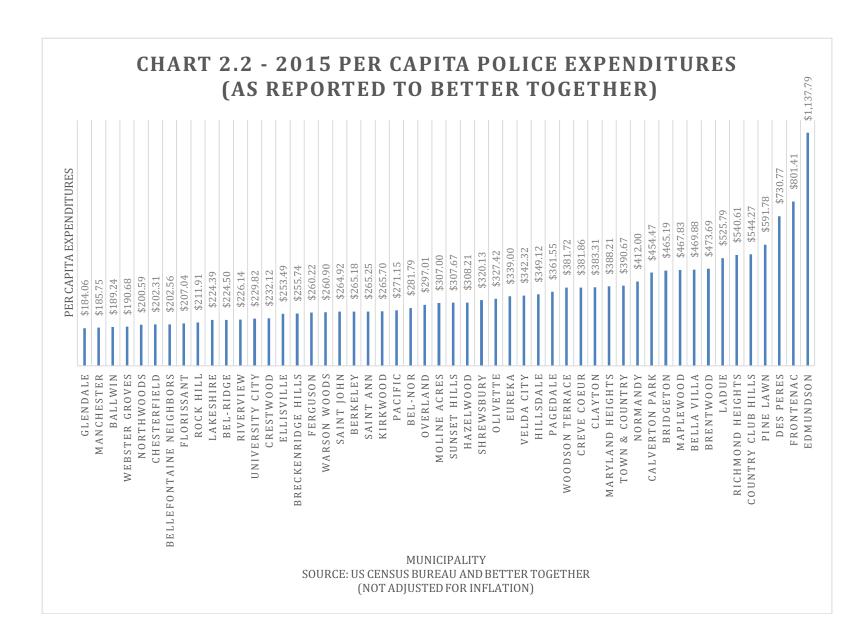
			Table St. Louis County Municipa		Divorcity			
Predominantly M	// // // // // // // // // // // // //	Vhite)	, ,	erse	Diversity	Predominantly White (>85% White)		
Municipality	Contract*	% White^	Municipality	Contract*	% White^	Municipality	Contract*	% White^
Velda Village Hills	1	0.9	Black Jack	1	16.3	Chesterfield	0	86.5
Pine Lawn	0	1.5	Dellwood	1	18	Brentwood	0	87.5
Uplands Park	1	2	Normandy	0	21.3	Manchester	0	87.6
Hillsdale	0	2.2	Vinita Terrace	1	22.7	Town & Country	0	87.8
Wellston	1	2.4	Bellefontaine Neighbors	0	25.7	Pacific	0	88.4
Velda City	0	3	Riverview	0	27	Ballwin	0	89.3
Pagedale	0	3.4	Greendale	1	28	Kirkwood	0	89.4
Kinloch	0	3.4	Pasadena Hills	1	28.1	Webster Groves	0	89.9
Norwood Court	1	4.1	Ferguson	0	29.3	Frontenac	0	90.1
Beverly Hills	0	4.2	Vinita Park	0	30.1	Shrewsbury	0	90.4
Northwoods	0	4.3	Pasadena Park	1	35.1	Huntleigh	1	91.3
Flordell Hills	0	5.8	Bel-Nor	0	48.7	Crystal Lake Park	1	91.5
Moline Acres	0	6.3	University City	0	50.8	Ellisville	0	91.7
Glen Echo Park	1	8.1	Calverton Park	0	53.4	Westwood	1	92.1
Country Club Hills	0	8.2	Breckenridge Hills	0	53.5	Wildwood	1	92.2
Jennings	1	8.5	Bellerive	1	54.8	Green Park	1	92.5
Cool Valley	1	11.8	Charlack	1	55.8	Winchester	1	92.6
Hanley Hills	1	12	Edmundson	0	56.4	Bella Villa	0	92.6
Bel-Ridge	0	14.2	Olivette	0	60.9	Clarkson Valley	1	92.9
Berkeley	0	14.3	Hazelwood	0	64.1	Lakeshire	0	93.7
Police Contracts	8 of 20	40%	Saint John	0	67.4	Crestwood	0	93.8
			Woodson Terrace	0	68.5	Sunset Hills	0	94.1
			Florissant	0	69.3	Des Peres	0	94.3
			Saint Ann	0	69.5	Eureka	0	94.9
			Rock Hill	0	70.6	Fenton	1	95.5
			Bridgeton	0	72.4	Ladue	0	95.5
			Maryland Heights	0	73.2	Country Life Acres	1	95.9
			Overland	0	73.3	Wilbur Park	1	96.2
			Maplewood	0	74.1	Oakland	1	96.2
			Clayton	0	78	Glendale	0	96.7
			Creve Coeur	0	79.9	Twin Oaks	1	97.4
			Marlborough	1	80	Warson Woods	0	97.9
			Richmond Heights	0	81.7	Grantwood Village	1	99
			Sycamore Hills	1	82.8	Mackenzie	1	99.3
			Valley Park	1	85.1	Champ	1	100
			Police Contracts	11 of 35	31%	Police Contracts	15 of 35	43%
*0 = Municipal Police De	epartment. $1 = C_0$	ontract Police	Services ^Source: 2010 US Ce				, , , , , , , , , , , , , , , , , , , ,	

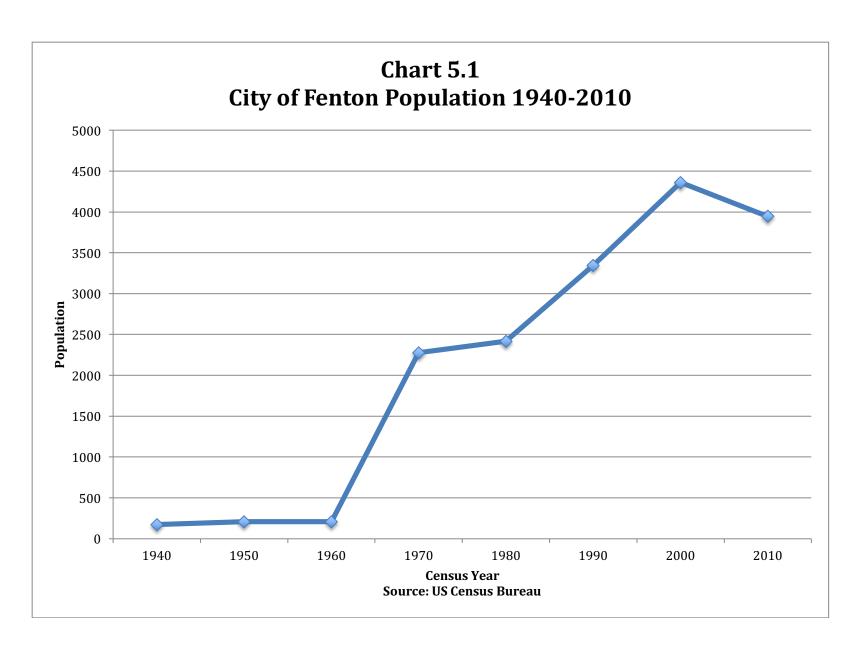
			St. Louis County Municip					
Lower 1/3 i	n Household I		Middle 1/3 in Household Income			Top 1/3 in	Household Inc	
		Median Household			Median Household			Media Househol
Municipality	Contract*	Income^	Municipality	Contract*	Income^	Municipality	Contract*	Income
Kinloch	0	\$19,231	Lakeshire	0	\$44,000	Kirkwood	0	\$69,84
Normandy	0	\$21,183	Overland	0	\$44,816	Olivette	0	\$70,0
Wellston	1	\$23,836	Shrewsbury	0	\$45,709	Manchester	0	\$71,4
Hillsdale	0	\$23,958	Bella Villa	0	\$47,969	Bel-Nor	0	\$72,6
Riverview	0	\$25,885	Dellwood	1	\$48,432	Webster Groves	0	\$73,2
Bel-Ridge	0	\$26,404	Uplands Park	1	\$49,063	Glen Echo Park	1	<b>\$76,8</b>
Marlborough	1	\$27,150	Hazelwood	0	\$49,355	Crystal Lake Park	1	<b>\$77,</b> 5
Velda City	0	\$29,250	Bellefontaine Neighbors	0	\$49,549	Fenton	1	\$78,0
Pine Lawn	0	\$29,570	Vinita Terrace	1	\$49,659	Oakland	1	\$78,9
Pagedale	0	\$29,767	University City	0	\$50,099	Ballwin	0	\$79,4
Country Club Hills	0	\$29,821	Florissant	0	\$50,894	Pasadena Hills	1	\$81,0
Flordell Hills	0	\$30,417	Pacific	0	\$51,004	Clayton	0	\$83,9
Jennings	1	\$30,656	Sycamore Hills	1	\$52,000	Creve Coeur	0	\$91,6
Cool Valley	1	\$31,389	Calverton Park	0	\$52,222	Sunset Hills	0	\$91,9
Berkeley	0	\$31,745	Greendale	1	\$52,500	Eureka	0	\$94,2
Vinita Park	0	\$32,065	Mackenzie	1	\$53,750	Chesterfield	0	\$96,3
Breckenridge Hills	0	\$32,312	Bridgeton	0	\$53,879	Bellerive	1	\$101,8
Norwood Court	1	\$33,113	Winchester	1	\$54,464	Glendale	0	\$102,2
Velda Village Hills	1	\$33,214	Black Jack	1	\$54,903	Grantwood Village	1	\$106,2
Beverly Hills	0	\$33,375	Pasadena Park	1	\$54,907	Warson Woods	0	\$110,1
Maplewood	0	\$35,067	Maryland Heights	0	\$55,643	Wildwood	1	\$113,7
Hanley Hills	1	\$35,496	Richmond Heights	0	\$57,880	Des Peres	0	\$117,4
Edmundson	0	\$36,827	Valley Park	1	\$58,378	Champ	1	\$120,0
Ferguson	0	\$36,928	Wilbur Park	1	\$60,179	Town & Country	0	\$135,9
Moline Acres	0	\$37,000	Crestwood	0	\$62,860	Westwood	1	\$144,7
Woodson Terrace	0	\$37,015	Green Park	1	\$63,164	Frontenac	0	\$147,9
Charlack	1	\$37,796	Rock Hill	0	\$65,438	Ladue	0	\$154,5
Northwoods	0	\$38,235	Brentwood	0	\$65,950	Huntleigh	1	\$173,
Saint Ann	0	\$39,343	Twin Oaks	1	\$66,429	Clarkson Valley	1	\$186,8
Saint John	0	\$43,413	Ellisville	0	\$67,944	Country Life Acres	1	\$212,5
Police Contracts	8 of 30	27%	Police Contracts		43%	Police Contracts	13 of 30	13%

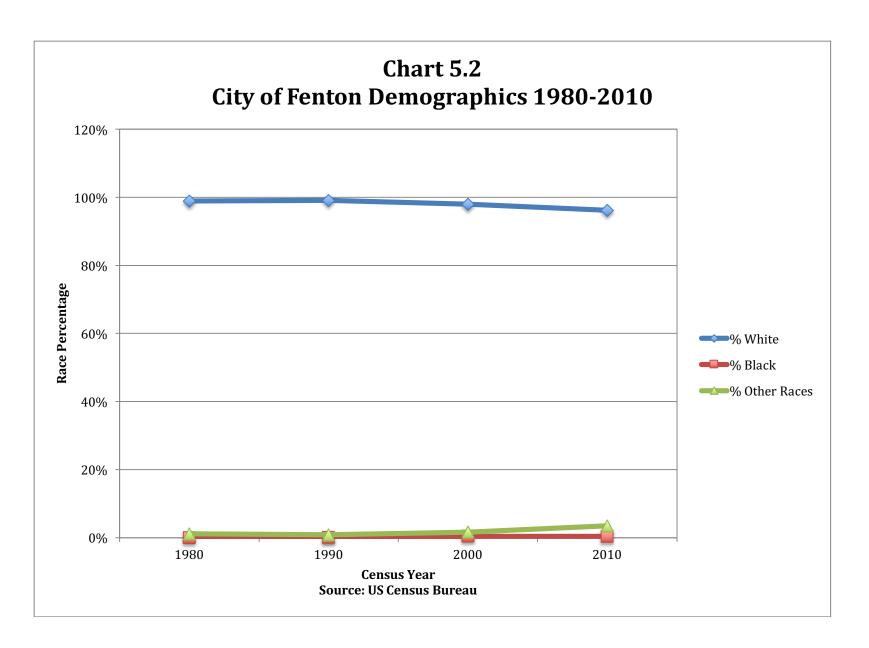
				ble 2.7			
				ies by Point of Sale vs. Pool			
Point of Sale	Cities	3	Hybrid Cities Pool Cities				
Municipality	Contract*	Municipality	Contract*	Municipality	Contract*	Municipality	Contract*
Berkeley	0	Ballwin	0	Bel-Nor	0	Lakeshire	(
Beverly Hills	0	Bridgeton	0	Bel-Ridge	0	Mackenzie	
Breckenridge Hills	0	Crestwood	0	Bella Villa	0	Maryland Heights	(
Brentwood	0	Creve Coeur	0	Bellefontaine Neighbors	0	Moline Acres	(
Clayton	0	Des Peres	0	Bellerive	1	Normandy	(
Cool Valley	1	Ellisville	0	Black Jack	1	Northwoods	(
Edmundson	0	Eureka	0	Calverton Park	0	Norwood Court	Í
Ferguson	0	Fenton	1	Champ	1	Oakland	1
Frontenac	0	Hazelwood	0	Charlack	1	Pagedale	
Ladue	0	Kirkwood	0	Chesterfield	0	Pasadena Hills	
Maplewood	0	Manchester	0	Clarkson Valley	1	Pasadena Park	
Marlborough	1	Pacific	0	Country Club Hills	0	Pine Lawn	
Olivette	0	Sunset Hills	0	Country Life Acres	1	Riverview	
Overland	0	Town & Country	0	Crystal Lake Park	1	Saint John	
Richmond Heights	0	Twin Oaks	1	Dellwood	1	Sycamore Hills	
Rock Hill	0	Valley Park	1	Flordell Hills	0	University City	
Saint Ann	0	Police Contracts	3 of 16	Florissant	0	Uplands Park	
Shrewsbury	0			Glen Echo Park	1	Velda City	
Warson Woods	0			Glendale	0	Velda Village Hills	
Woodson Terrace	0			Grantwood Village	1	Vinita Park	
Police Contracts	2 of 20			Green Park	1	Vinita Terrace	
				Greendale	1	Webster Groves	
				Hanley Hills	1	Wellston	
				Hillsdale	0	Westwood	
				Huntleigh	1	Wilbur Park	
				Jennings	1	Wildwood	
				Kinloch	0	Winchester	
						Police Contracts	29 of 54
*0 = Municipal Police	Department, 1 =	= Contract Police Serv	ices				

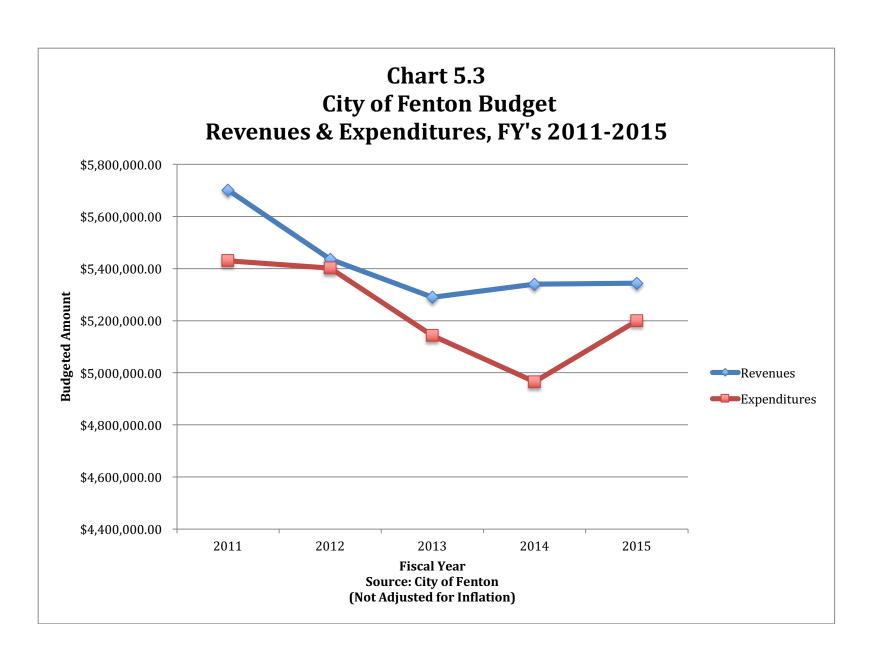
## Charts

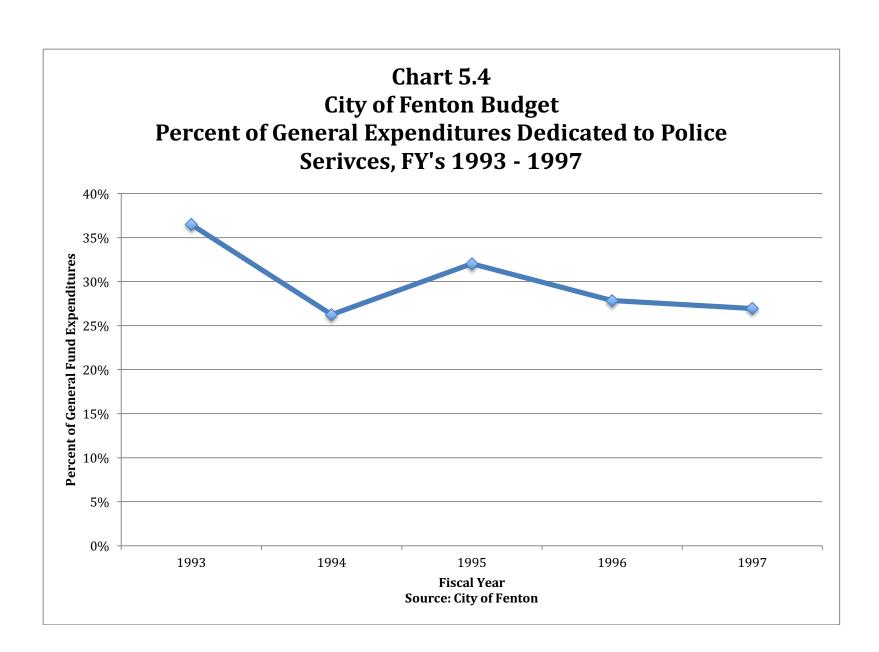


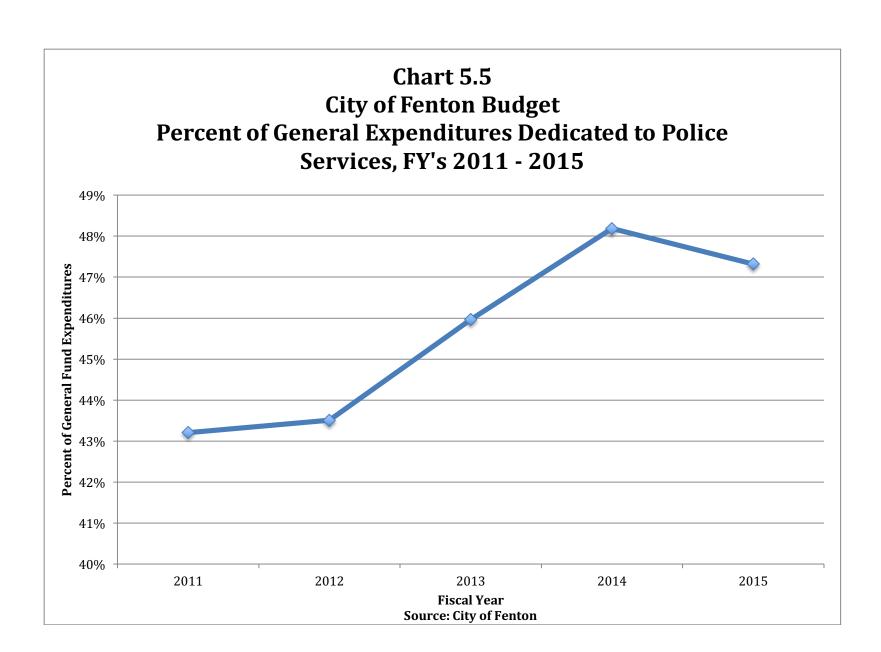


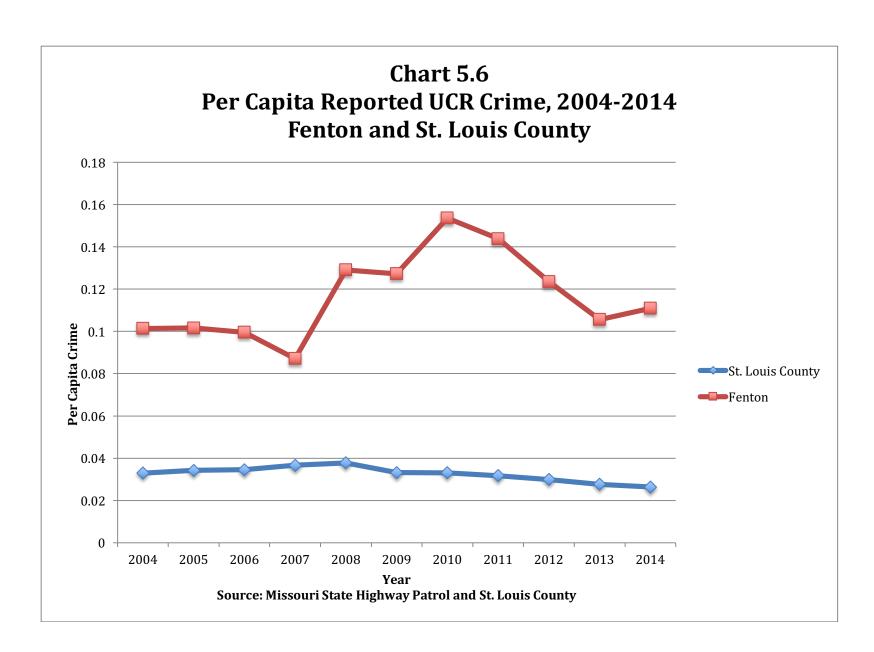


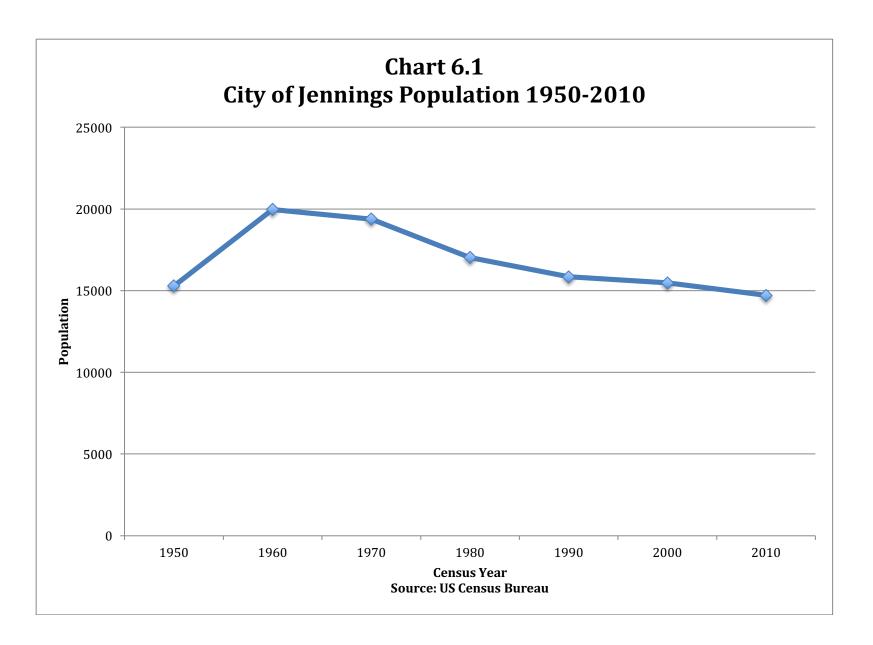


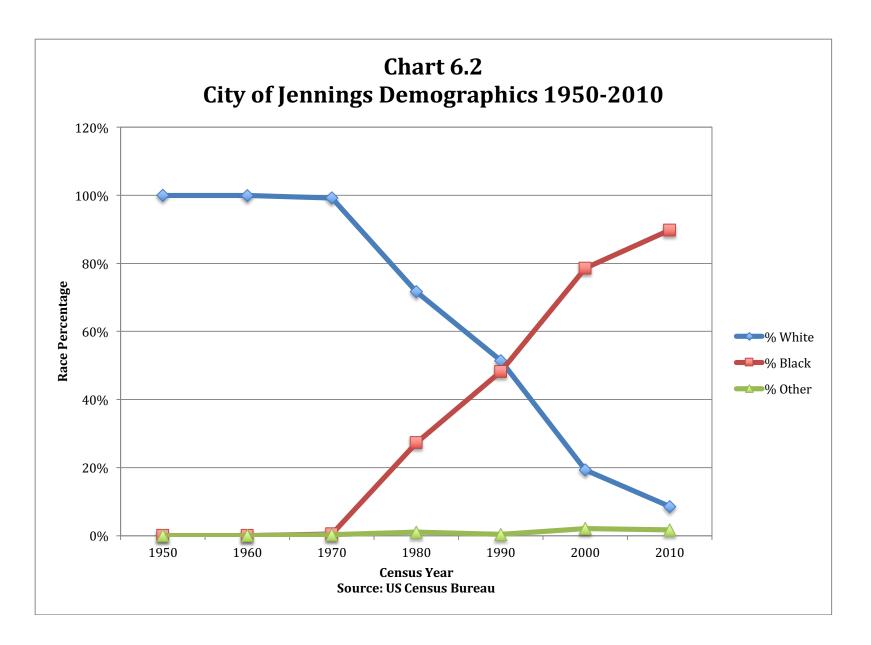


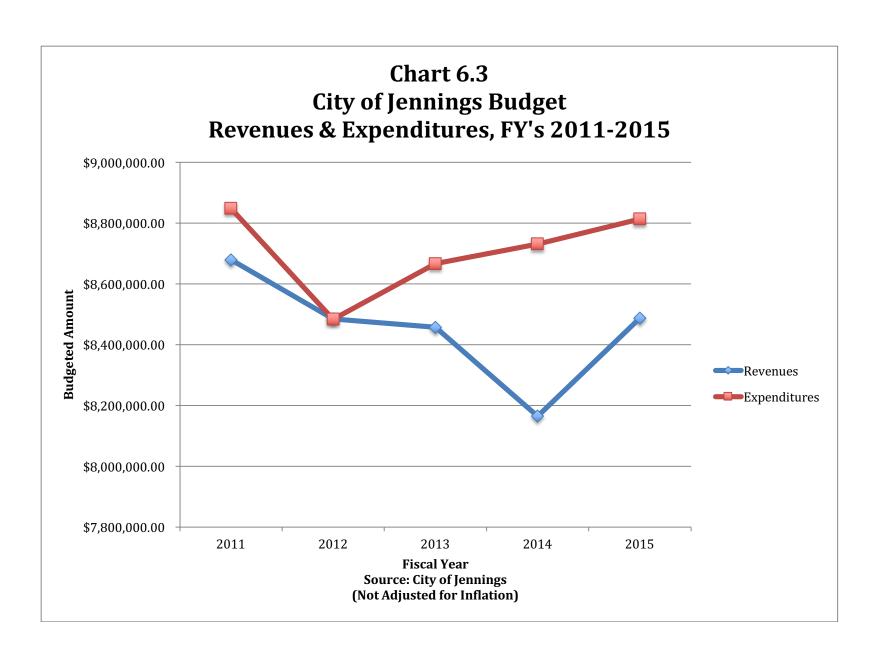


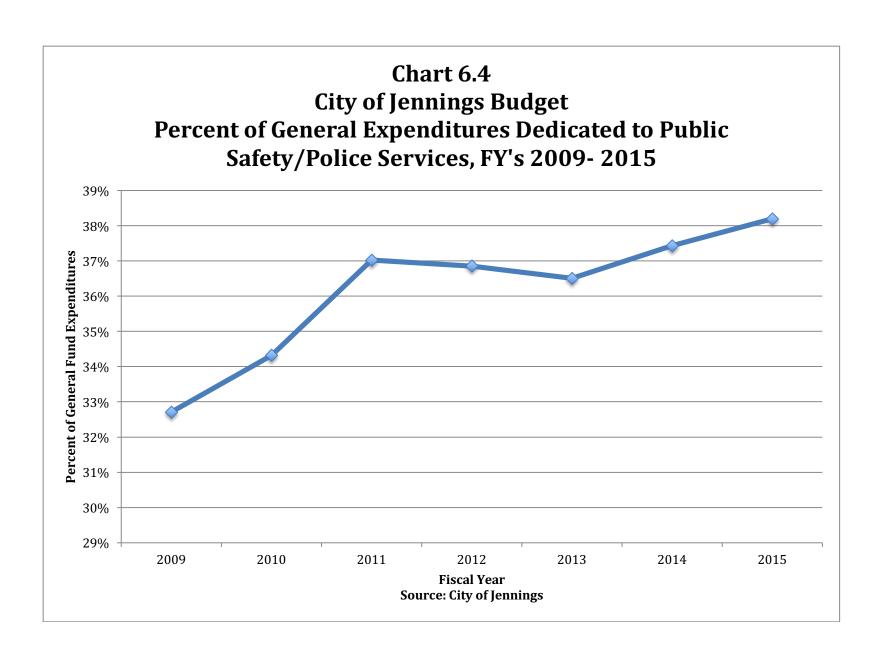


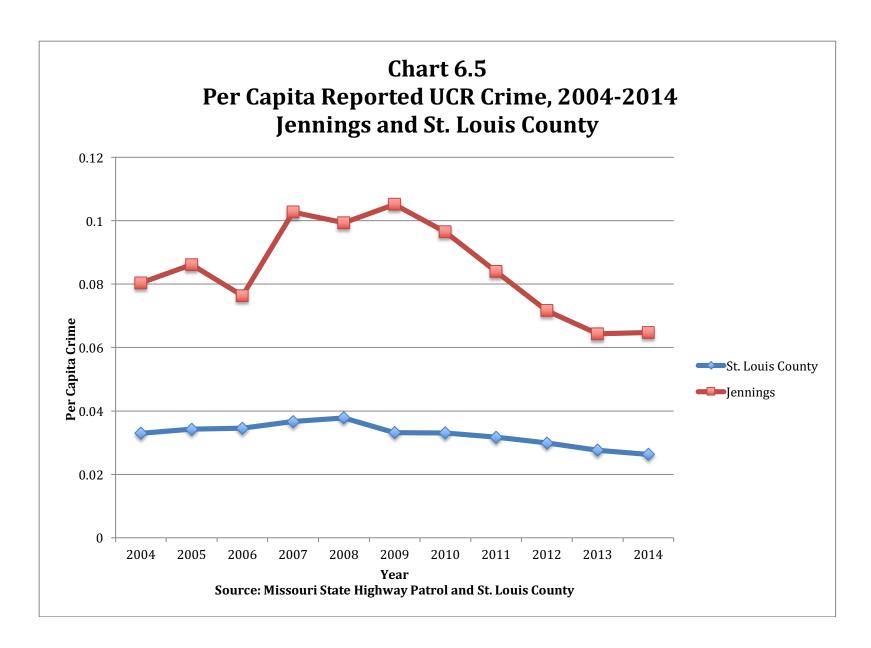


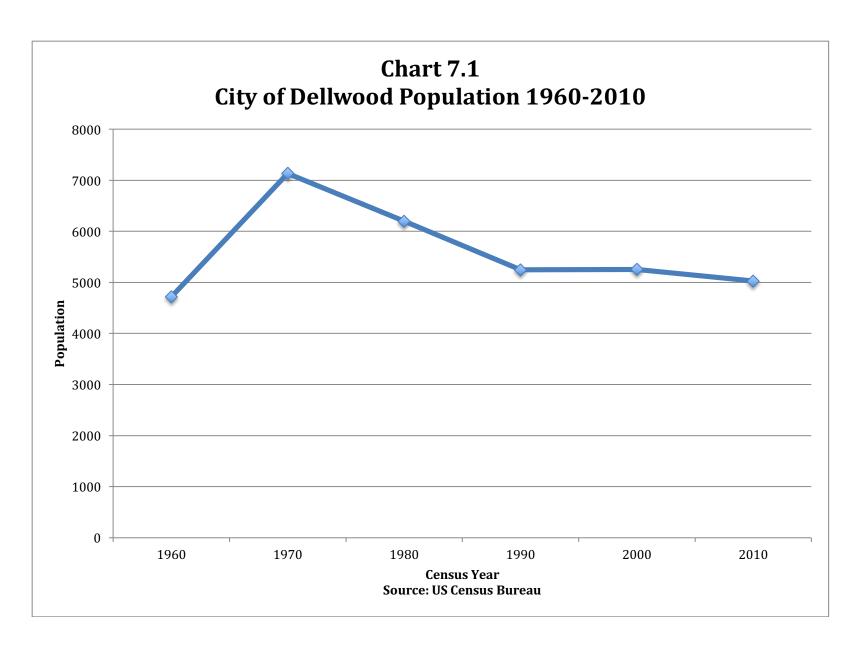


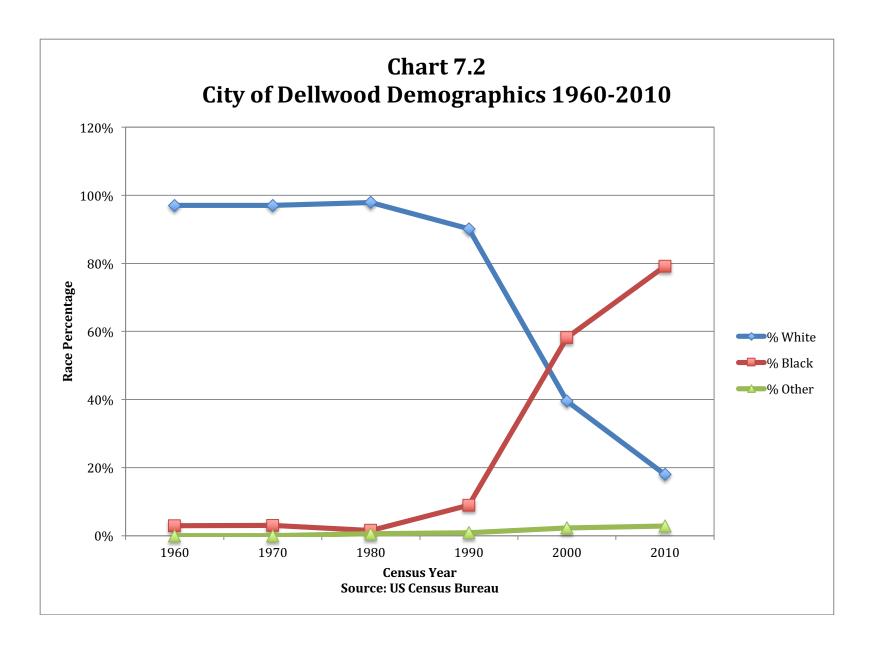


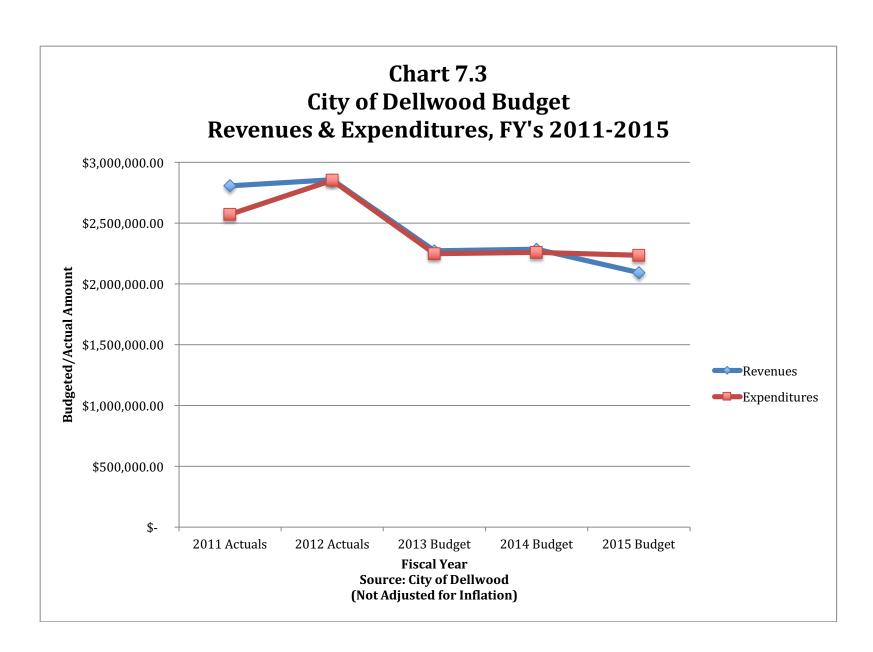


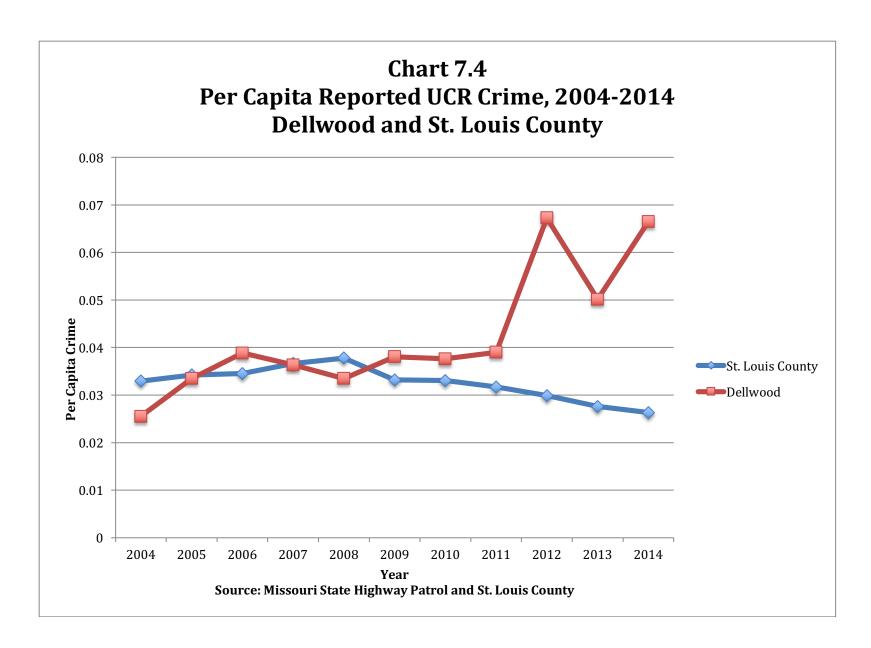


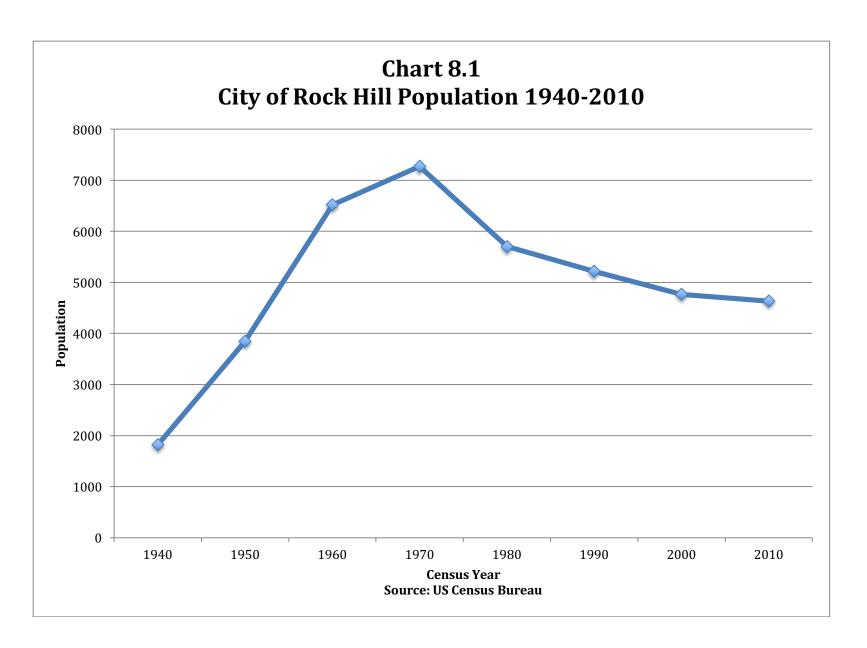


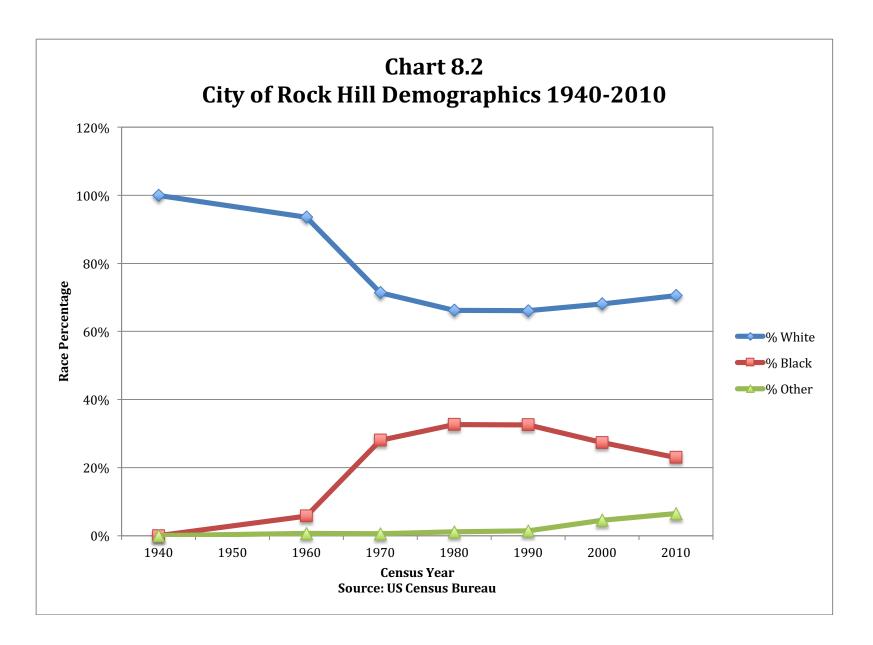


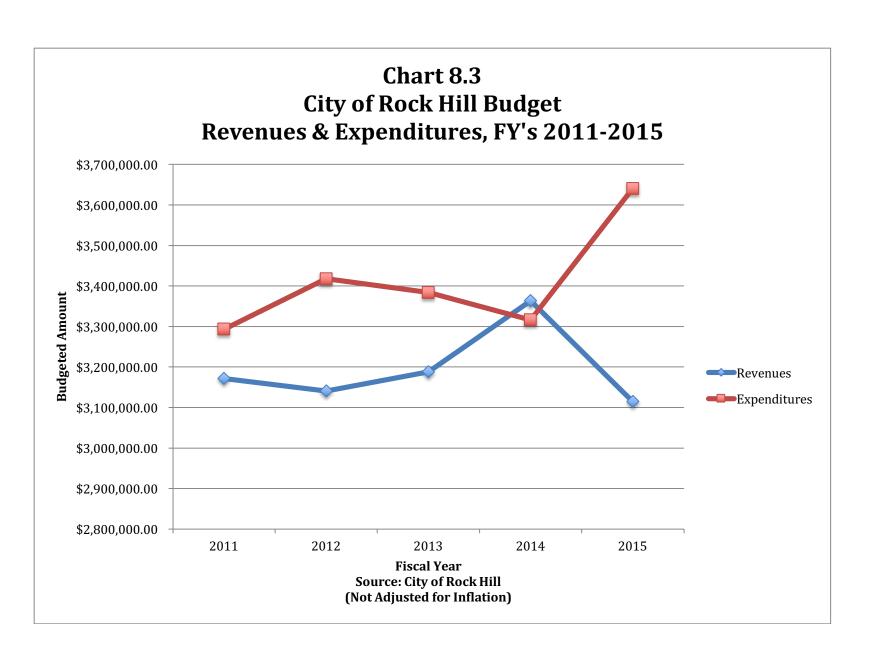


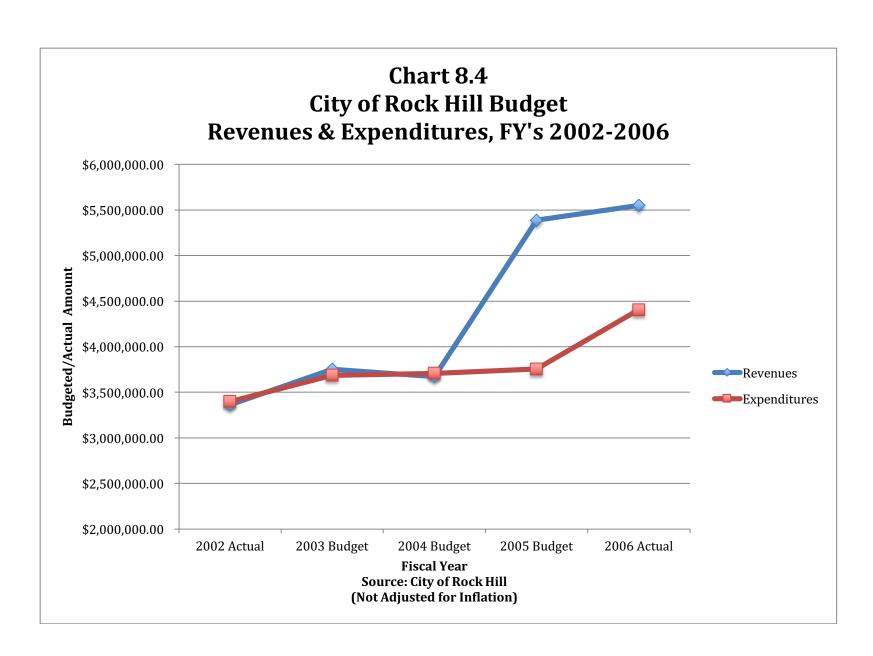


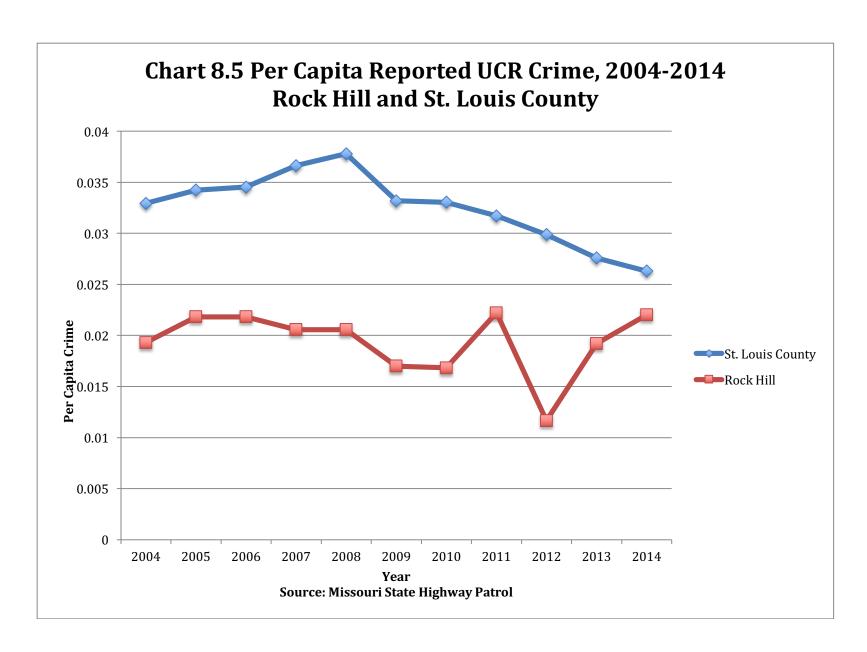


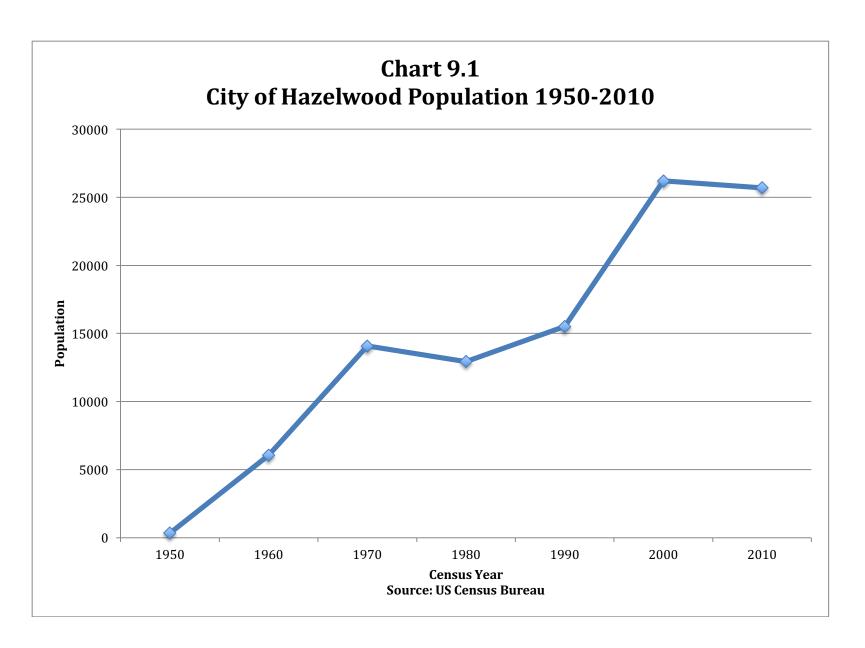


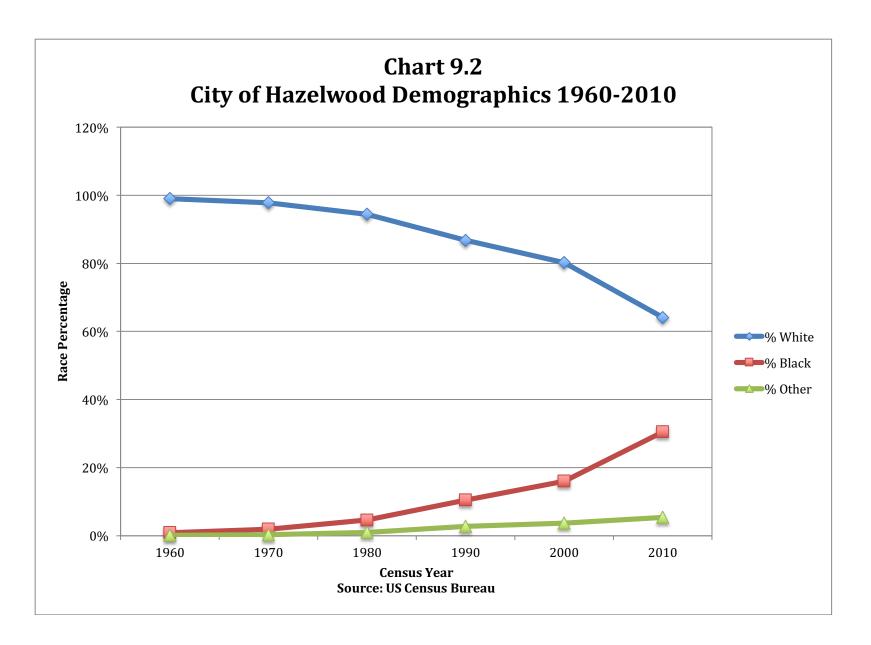


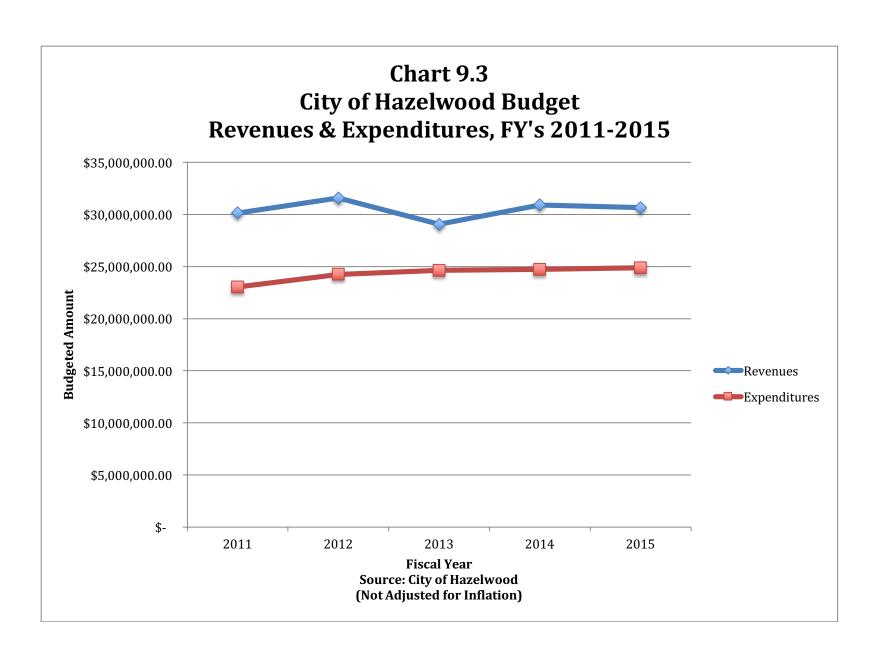


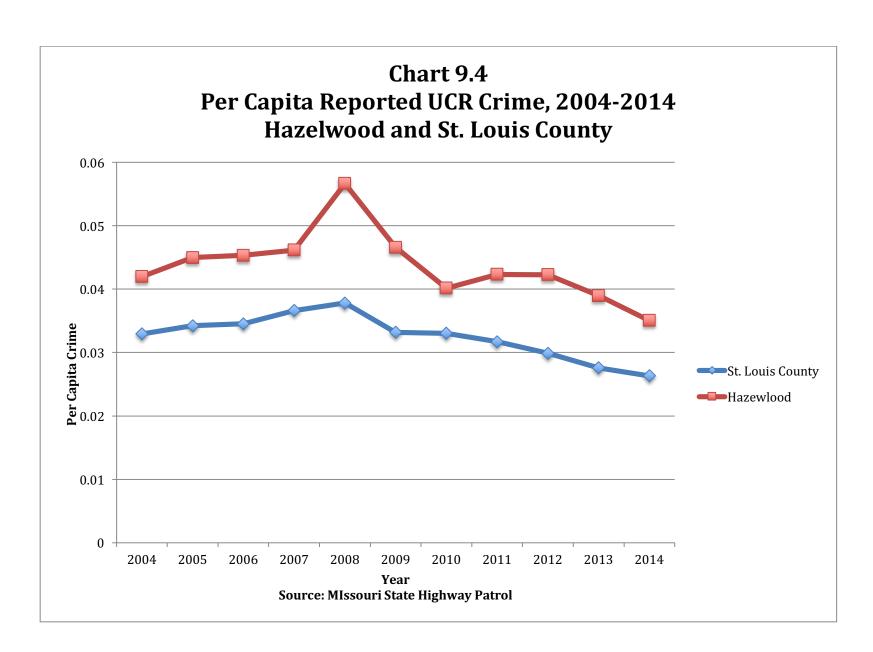












## References

- Andrew, Simon A. 2009. "Recent Developments in the Study of

  Interjurisdictional Agreements: An Overview and Assessment." State

  and Local Government Review. 41:133-142.
- Baumgartner, Frank R. And Bryan D. Jones. 2009. *Agendas and Instability in American Politics*. Chicago: Chicago University Press.
- Bell, Kim, "Police Changeover: Hanley Hills Adopts County Protection Source," St. Louis Post-Dispatch, 15 December, 1991.
- Bell, Kim, "Driver arrested, officer suspended after chase Stopped by police, woman drove off with baby; during ensuing chase, Jennings officer fired at car," *St. Louis Post-Dispatch*, 7 January 2011, News Pg. A2.
- "Bel-Nor Will Continue to Provide Police Protection to Greendale," St. *Louis Post-Dispatch*, 22 April, 2004.
- Better Together. 2015. Police Report #1: Regional Overview. St. Louis, MO.
- Billingsly, Linda, "Fenton Police to be Audited," *St. Louis Post-Dispatch*, 21 December, 1991, Five Star Edition, News, Pg. 15B.
- Billingsly, Linda M., "Contract set for police protection; switch ok'd to County, from Town and Country," *St. Louis Post-Dispatch* 29

  December, 1997, West Post, Pg. 1.
- Birmingham, Steve, "Police Cut; Contract set with County; trustees cite savings, increase in protection," *St. Louis Post-Dispatch*, 18 August, 1997, Zone South, Pg. 1.

- "Board Approves Pact to Patrol Village," St. Louis Post-Dispatch, 12 January, 1989, News, Pg. 3.
- Boyles, Andrea S. 2015. *Race, Place, and Suburban Policing: Too Close for Comfort*. Oakland, California: University of California Press.
- Bradford, Colleen, "Fenton Settles Harassment Suits Against Ex-Officers," St.

  Louis Post-Dispatch, 27 June, 1996, Five Star Edition, News, Pg. 2B.
- Brierly, Allen B. 2004. "Issues of Scale and Transaction Costs." In *City-County Consolidation and Its Alternative: Reshaping the Local Government Landscape*, eds. Jared B. Carr and Richard C. Feiock. Armok: ME Sharp, 55-86.
- Byers, Christine, "Dellwood evaluates policing proposition Ferguson's offer 'is a very different proposal and not what we envisions...," St. Louis Post-Dispatch, 12 January 2012, News, Pg. A3.
- Byers, Christine, "Jennings mayor, councilwoman raise concerns about contract with St. Louis County police," *St. Louis Post-Dispatch*, News, 10 September 2015, Pg. A11.
- CALEA. 2014. "St. Louis County Police Department." *CALEA Client Database*. http://www.calea.org/content/calea-client-database (4 August 2014).
- Cambria, Nancy, "Police, firefighters in Jennings want higher salaries," *St. Louis Post-Dispatch*, 3 March 2005, Five Star Edition, North Post, Pg. 2.
- Citizens Research Council of Michigan. 2005. Catalog of Local Government

Services. CRC Memorandum 1079 (September). Livonia.

City of Fenton. 1993. Statement of Condition of the City of Fenton for Fiscal Year Ended December 31, 1993. Fenton, MO.

City of Fenton. 1993. 1994 Proposed Budget. Fenton, MO.

City of Fenton. 1994. 1995 Annual Budget. Fenton, MO.

City of Fenton. 1995. 1996 Annual Budget. Fenton, MO.

City of Fenton. 1996. 1997 Annual Budget. Fenton, MO.

City of Fenton. 2010. 2011 Approved Budget. Fenton, MO.

City of Fenton. 2011. *Approved Budget Fiscal Year* 2012. Fenton, MO.

City of Fenton. 2012. Approved Budget Fiscal Year 2013. Fenton, MO.

City of Fenton. 2013. Annual Budget Fiscal Year 2014. Fenton, MO.

City of Fenton. 2014. Annual Budget Fiscal Year 2015. Fenton, MO.

City of Hazelwood. 2001. Budget: Fiscal Year 2001-2002. Hazel wood, MO.

City of Hazelwood 2002. *Proposed Budget: Fiscal Year* 2002-2003. Hazelwood, MO.

City of Hazelwood. 2003. Budget: Fiscal Year 2003-2004. Hazelwood, MO.

City of Hazelwood. 2010. *Budget* 2010-2011. Hazelwood, MO.

City of Hazelwood. 2011. Budget 2011-2012. Hazelwood, MO.

City of Hazelwood. 2012. Budget 2012-2013. Hazelwood, MO.

City of Hazelwood. 2013. Budget 2013-2014. Hazelwood, MO.

City of Hazelwood. 2014. *Budget* 2014-2015. Hazelwood, MO.

City of Jennings. 2008. Adopted Operating Budget Fiscal Year 2008 - 2009.

- Jennings, MO.
- City of Jennings. 2009. *Adopted Operating Budget Fiscal Year* 2009 2010. Jennings, MO.
- City of Jennings. 2010. *Adopted Operating Budget Fiscal Year* 2010 2011. Jennings, MO.
- City of Jennings. 2011. *Adopted Operating Budget Fiscal Year* 2011 2012. Jennings, MO.
- City of Jennings. 2012. *Adopted Operating Budget Fiscal Year* 2012 2013. Jennings, MO.
- City of Jennings. 2013. *Adopted Operating Budget Fiscal Year* 2013 2014. Jennings, MO.
- City of Jennings. 2014. *Adopted Operating Budget Fiscal Year* 2014 2015. Jennings, MO.
- City of Jennings and St. Louis County, Missouri. 2011. *Police Service Agreement*.
- City of Jennings and St. Louis County, Missouri. 2015. First Amendment to Police Service Agreement.
- City of Rock Hill. "History." http://www.rockhillmo.net/History.aspx (2 November 2015).
- Cox, Michelle M., "County Police Assume Duties; Northwoods Out," St. Louis

  Post-Dispatch, 12 September, 1996, Zone North, Pg. 1.
- Currier, Joel, "St. Louis County police begin Dellwood patrols Mayor declares

- state of emergency as aldermanic fight rages on over dissolution of department, "St. Louis Post-Dispatch, 11 January 2012, Pg. A1.
- Davey, Monica and Frances Robles. 2014. "Darren Wilson Was Low-Profile
  Officer With Unsettled Early Days." NYTimes, 24 August, 2014.
  http://nyti.ms/1mG6lo5 (16 October 2015).
- Feiock, Richard C. 2007. "Rational Choice and Regional Governance." *Journal of Urban Affairs*. 29(1): 47-63.
- Feiock, Richard C. 2009. "Metropolitan Governance and Institutional Collective Action." *Urban Affairs Review.* 44: 356-377.
- Feiock, Richard C., Jill Tao, and Linda Johnson. 2004. "Institutional Collective Action: Social Capital and the Formation of Regional Partnerships." In *Metropolitan Governance: Conflict, Competition, and Cooperation,* ed. Richard C. Feiock. Washington, DC: Georgetown University Press, 147-158.
- Ferguson Commission. 2015. Forward through Ferguson: A Path Toward Racial Equality. 14 October 2015.
- Ferris, James M. 1986. "The Decision to Contract out: An Empirical Analysis." *Urban Affairs Quarterly*. 22(2)(December): 289-311.
- Fitzmaurice, Leo, "City Officials Hope 6th Time a Charm for Marshal Plan," St. Louis Post-Dispatch, 22 October 1992.
- Fitzmaurice, Leo, "County Police Patrol Fenton after Firing," St. Louis Post-Dispatch, 25 May 1995, Five Star Edition, News, Pg. 1B.

- Fitzmaurice, Leo, "Police Flap, State Audit Plays Roles in Mayoral Race," *St. Louis Post-Dispatch*, 23, March 1995, Five Star Edition, Zone South, Pg. 1.
- Fowler, Lilly, "Jennings to put police contract now with county up for bids," St. Louis Post-Dispatch, 29 September 2015, News, Pg. A4.
- Gayle, Lisha, "Bid to Raise Salary of Marshal Rejected," St. Louis Post-Dispatch, 19 January 1989.
- Giegerich, Steve, "St. Louis County Council enacts police standards bill, setting up court challenge," *St. Louis Post-Dispatch*, 01 December 2015.
- Gillerman, Margaret and Mark Schlinkmann, "Hazelwood plans to urge Ford to keep plant open; Mayor will join Governor on visit to headquarters, St. Louis Post-Dispatch, 17 January 2002, North Post, Pg. 1.
- "Grantwood Village will keep contract with County Police; we have 'no complaints,' says village board chairman," St. Louis Post-Dispatch, 21 June, 1999, South Post, Pg. 2.
- Hampel, Paul, "Cool Valley to dissolve police department," *St. Louis Post-Dispatch*, 10 January 2013.
- Hamper, Paul, "Jennings hands county reins to its police force Mayor says

  DWI grant money was misappropriated," *St. Louis Post-Dispatch*, 1

  October 2010, news, pg. A1.
- Hardin, Russell. 1982. *Collective Action*. Baltimore: The Johns Hopkins University Press.

- Harris, D. Paul, "County police propose to serve Hazelwood," *St. Louis Post-Dispatch*, 15 May 2002, Metro, Pg. B2.
- Harris, D. Paul and Alex Posorske, "Police support makes difference; as audience cheers, Hazelwood council rejects takeover; tax hike may be needed," *St. Louis Post-Dispatch*, 20 May 2002, North Post, Pg. 1.
- Harvey, Thomas, John McAnnar, Michael-John Voss, Megan Conn, Sean Janda, and Sophia Keskey. 2014. *ArchCity Defenders: Municipal Courts White Paper*. November. 03a5010.netsolhost.com/WordPress/wp-content/uploads/2014/11/ArchCity-Defenders-Municipal-Courts-Whitepaper.pdf (August 23, 2015).
- "Hazelwood police officers rally to save department; City may turn over services to County," St. Louis Post-Dispatch, 13 May 2002, North Post, Pg. 8.
- Hill, Richard Child. 1974. "Separate and Unequal: Governmental Inequality in the Metropolis." *The American Political Science Review*. 68(4):1557-1568.
- Hirsch, Werner Z. 1964. "Local Versus Area wide Urban Government Services." *National Tax Journal*. 17(4) (December): 331-339.
- Hollinshed, Denise, "County takes over Jennings police force Captain gets temporary reins of department tainted by scandal," St. *Louis Post-Dispatch*, 31 October 2010, Community Pg. B1.
- Howell-Moroney, Michael. 2008. "The Tiebout Hypothesis 50 Years Later:

- Lessons and Lingering Challenges for Metropolitan Governance in the 21st Century." *Public Administration Review.* 68(1):97-109.
- Hunt, Raymond G. And John M. Magenau. 1993. *Power and the Police Chief:*An Institutional and Organizational Analysis. Newbury Park: Sage
  Publications.
- Jamison, Judith Norvell and Richard Bigger. 1957. "Metropolitan Coordination in Los Angeles." *Public Administration Review*. 17(Summer): 164-169.
- Jennings Historical Society. "A Brief History of Jennings, Missouri." 2014. http://jenningshistory.org/history.asp (October 14, 2015).
- Jimenez, Benedict S. And Rebecca Hendrick. 2010. "Is Government Consolidation the Answer?" *State and Local Government Review*. 42(3):258-270.
- Jones, E. Terrence. 2000. Fragmented by Design: Why St. Louis Has So Many Governments. St. Louis, MO:Palmerston & Reed Publishing.
- Kavanagh, Ian and David Parker. 1999. "Managing the Contract: A

  Transaction Cost Analysis of Externalization." Local government

  Studies. 26(4): 1-22.
- Kingdon, John W. 1995. *Agendas, Alternatives, and Public Policies*. New York: Harper Collins College Publishers.
- Leonnig, Carol D., Kimberly Kindy, and Joel Achenbach. 2014. "Darren Wilson's first job was on a troubled police force disbanded by

- authorities." *The Washington Post.* 23 August 2014. http://wpo.st/sZKh0 (16 October 2015).
- LeRoux, Kelly and Jered B. Carr. 2010. "Prospects for Centralizing Services in an Urban County: Evidence from Eight Self-Organized Networks of Local Public Services." *Journal of Urban Affairs*. 32(4): 449-470.
- Levy, Sterling, "Velda Village Hills votes to switch its police protection/Beverly Hills is dropped in favor of one-year contract with Northwoods," St. Louis Post-Dispatch, 20 May, 2004.
- Lipsky, Michael. 1980. Street-Level Bureaucracy: Dilemmas of the Individual in Public Services. Russell Sage Foundation: New York.
- Little, Joan, "Valley Park votes to turn police duties over to County," St. Louis

  Post-Dispatch, 10 October, 1998, News, Pg. 18.
- Los Angeles County Sheriff's Department. 2009. Contract Law Enforcement Services. January.
  - http://www.sheriffs.org/sites/default/files/uploads/CLESDocumen t.pdf (June 1, 2014).
- Mehay, Stephen L. 1979. "Intergovernmental Contracting for Municipal Police Services: An Empirical Analysis." *Land Economics* 55(1): 59-72.
- "Metro Digest: News from around the region," *St. Louis Post-Dispatch*, 29 June 2007, Metro, Pg. C4.
- Miller, Gary J. 1981. Cities by Contract. Cambridge: The MIT Press.
- Missouri State Highway Patrol. Uniform Crime Reporting (UCR) Statistical

Query.

- https://www.mshp.dps.mo.gov/MSHPWeb/SAC/data\_and\_statistic s\_ucr\_query\_backup.html (July 13, 2014).
- Missouri Senate. 2015. *Senate Bill No. 5*. 98th General Assembly. July. http://www.seante.mo.gov/15info/pdf-bill/tat/SB5.pdf (August 24, 2015).
- Moe, Terry M. 1984. "The New Economics of Organization." *American Journal of Political Science*. 28(4): 739-777.
- Moore, Doug, "New Police Officer Will Help City's Force Protect Velda

  Village Hills," St. Louis Post-Dispatch, 11 March, 1998, North Post, Pg. 1.
- Moore, Mark H. And Anthony A. Braga. 2003. "Measuring and Improving Police Performance: The Lessons of Comp stat and its progeny."

  Policing: An International Journal of Police Strategies and Management.

  26(3): 439-453.
- Morgan, David R. And Michael W. Hirlinger. 1991. "Intergovernmental Service Contracts: A Multivariate Explanation." *Urban Affairs Quarterly.* 27(1)(September): 128-144.
- Nelson, Michael A. 1997. "Municipal Government Approaches to Service

  Delivery: An Analysis from a Transactions Cost Perspective."

  Economic Inquiry. 25(January): 82-96.
- O'Connell, Patrick M., "Jennings policing stirs concern Residents cite worries about switch to St. Louis County control, used decision," St. Louis Post-

- Dispatch, 11 February 2011, News, Pg. A5.
- O'Connell, Patrick M., "County is hired to patrol Jennings Councilwoman has filed lawsuit to block action, which is to start March 12," *St. Louis Post-Dispatch*, 1 March 2011, News, Pg. A2.
- Obituary of Guy L. Youngman. 2014. *St. Louis Post Dispatch*, 10 August, 2014, Classified Advertising.
- Oliver, Dan, "\$25,000 to Settle Sex-Misconduct Suit," St. Louis Post-Dispatch, 1

  April 1996, Five Star Edition, Zone South, Pg. 3.
- Oliver, Dan, "2 Police Officers Fired; One Alleges Politics Involved," *St. Louis Post-Dispatch*, 21 January, 1995, Five Star Edition, Zone South, Pg. 1.
- Ostrom, Elinor. 2005. *Understanding Institutional Diversity*. Princeton: Princeton University Press.
- Ostrom, Elinor and Gordon Whitaker. 1973. "Does Local Community Control of Police Make a Difference? Some Preliminary Findings." *American Journal of Political Science*. 17(1): 48-76.
- Ostrom, Elinor, Roger B. Parks, and Gordon P. Whitaker. 1978. "Policing: Is

  There a System?" In *The Policy Cycle*, eds. Judith V. May and Aaron B.

  Wildavsky. Beverly Hills: SAGE Publications.
- Ostrom, Vincent, Charles M. Tiebout, and Robert Warren. 1961. "The
  Organization of Government in Metropolitan Areas: A Theoretical
  Inquiry." *The American Political Science Review.* 55(December): 831-842.
- Oakerson, Ronald J. and Roger B. Parks. 1988. "Citizen Voice and Public

- Entrepreneurship: The Organizational Dynamic of a Complex Metropolitan County." *Publius*. 18(4): 91-112.
- Pachon, Harry P. And Nicholas P. Lovrich, Jr. "The Consolidation of Urban Public Services: A Focus on the Police." *American Society for Public Administrations*. 37(1): 38-47.
- Parks, Roger B. And Ronald J. Oakerson. 1993. "Comparative Metropolitan Organization: Service Production and Governance Structures in St. Louis (MO) and Allegheny County (PA)." *Publius*. 23(1): 19-39.
- Porsorske, Alex, "Hazelwood begins considering budget options if Ford plant closes," *St. Louis Post-Dispatch*, 6 May 2002, North Post, Pg. 1.
- Porsorske, Alex, "Velda Village Hills Officials are Shopping for Police Force;

  Beverly Hills now Patrols the Area," *St. Louis Post-Dispatch*, 23 April,

  2001, North Post, Pg. 1.
- Ratcliffe, Heather and Trisha L. Howard, "Bad cops bounce from city to city," St. Louis Post-Dispatch, 30 November, 2003.
- Ratcliffe, Heather and Trisha L. Howard, "The law in disorder," *St. Louis Post-Dispatch*, 29 November, 2003.
- Ratcliffe, Heather and Trisha L. Howard, "Summary: The law in disorder unequal protection," *St. Louis Post-Dispatch*, 30, November, 2003.
- Rivas, Rebecca S., "Intimidation in Dellwood," *The St. Louis American*, 22 December 2011.
  - http://www.stlamerican.com/news/local\_news/article\_7f14f66e-

- 2c3e-11e1-8bb4-001871e3ce6c.html (27 October 2015).
- Sparks, Glen, "Rock Hill Residents Question Funding Priorities," St. Louis

  Post-Dispatch, 24 May 2004, West Post, Pg. 1.
- St. Louis County. 2012. "Local Government." St. Louis County Fact Book.

  https://www.stlouisco.com/Portals/8/docs/Document

  Library/Maps and GIS/Fact Book/Fact Book/Fact Book 2007
  2012/LocalGovernment.pdf (6 January 2016).
- St. Louis County. 2011. "St. Louis County Population." *St. Louis County Fact Book*. http://www5.stlouisco.com/plan/factbook/population.html (10 February 2012).
- St. Louis County Police Department. 2003. *Police Factsheet:* 2003. Saint Louis County, Missouri.
- St. Louis County Police Department. 2004. *Police Factsheet:* 2003. Saint Louis County, Missouri.
- St. Louis County Police Department. 2005. *Police Factsheet:* 2003. Saint Louis County, Missouri.
- St. Louis County Police Department. 2005. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/05annual.pdf (4 August 2014).
- St. Louis County Police Department. 2006. *Police Factsheet:* 2003. Saint Louis County, Missouri.

- St. Louis County Police Department. 2006. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/06annual.pdf (4 August 2014).
- St. Louis County Police Department. 2007. *Police Factsheet:* 2003. Saint Louis County, Missouri.
- St. Louis County Police Department. 2007. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/07Annual.pdf (4 August 2014).
- St. Louis County Police Department. 2008. *Police Factsheet:* 2003. Saint Louis County, Missouri.
- St. Louis County Police Department. 2008. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/08annual.pdf (4 August 2014).
- St. Louis County Police Department. 2009. *Police Factsheet:* 2003. Saint Louis County, Missouri.
- St. Louis County Police Department. 2009. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/09annual.pdf (4 August 2014).

- St. Louis County Police Department. 2010. *Police Factsheet:* 2003. Saint Louis County, Missouri.
- St. Louis County Police Department. 2010. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/10Annual.pdf (4 August 2014).
- St. Louis County Police Department. 2011. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/11Annual.pdf (4 August 2014).
- St. Louis County Police Department. 2012. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/Document%20Library/police/Reports/12Annual.pdf (4 August 2014).
- St. Louis County Police Department. 2013. St. Louis County Police Department Annual Report.
  - http://www.stlouisco.com/Portals/8/docs/document%20library/police/reports/13Annual.pdf (4 August 2014).
- St. Louis Post-Dispatch Editorial Board, "Balkan cops' bad week our view: It's taxpayers v. police jobs in north county municipalities," *St. Louis Post-Dispatch*, 12 December, 2011, Editorial, Pg. A14.
- St. Louis Post-Dispatch Editorial Board, "Editorial: Tragedy highlights need

- for police department consolidation," *St. Louis Post-Dispatch*, 11 January, 2014, Editorial.
- St. Louis Post-Dispatch Editorial Board, "Fenton Police Pulled off the Beat," St. Louis Post-Dispatch, 31 May, 1995, Editorial, Pg. 6B.
- Sutin, Phil, "Voters will be asked to give up authority to elect marshal; plan for creating city of green park also to be on ballot," *St. Louis Post Dispatch*, 9 February, 1995, Five Star Edition, Zone South, Pg. 1.
- Targovnik, Diane M., "Police Fired; Fenton Switches to County Force," *St. Louis Post-Dispatch*, Five Star Edition, News, Pg. 1B.
- Tiebout, Charles M. 1956. "A Pure Theory of Local Expenditures." *Journal of Political Economy*. 64(5)(Oct.): 416-424.
- "Trustees Want More Time to Put Together New Budget," St. Louis Post-Dispatch, 25 January, 1996, Zone North, Pg. 3.
- United States Department of Commerce. United States Census Bureau. 1943.

  Sixteenth Census of the United States: 1940. Washington, D.C.

  Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 1952.

  A Report of the Seventeenth Decennial Census of the United States: Census of Population: 1950: Part 25 Missouri. Washington, D.C. Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 1961.

  The Eighteenth Decennial Census of the United States: Census of Population:

- 1960: Part 27 Missouri. Washington, D.C. Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 1973.
  1970 Census of Population: Part 27 Missouri. Washington, D.C.
  Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 1982.

  1980 Census of Population: Part 27 Missouri. Washington, D.C.

  Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 1993.

  1990 Census of Population and Housing: Missouri. Washington, D.C.

  Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 2003.2000 Census of Population and Housing: Missouri: 2000. Washington,D.C. Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 2012.Missouri: 2010: 2010 Census of Population and Housing. Washington,D.C. Department of Commerce.
- United States Department of Commerce. United States Census Bureau. 2014.

  State & County QuickFacts: St. Louis County, Missouri.

  http://quickfacts.census.gov/qfd/states/29/29189.html (16 August 2014).
- United States Department of Justice. Civil Rights Division. 2015. *Investigation* of the Ferguson Police Department. Washington, DC: Department of

Justice.

- Walker, Marlon A., "Dellwood officers sold evidence, audit says," *St. Louis Post-Dispatch* 26 January 2012, Pg. A3.
- Walker, Marlon A., "Dellwood ousts police chief; county officer oversees force," *St. Louis Post-Dispatch* 30 November 2011, Pg. A9.
- Walker, Marlon A., "Dellwood residents back police At town hall meeting, they support keeping department amid calls for dissolving it," *St. Louis Post-Dispatch*, 8 December 2011, Pg. A3.
- Walker, Marlon A., "Dellwood residents back police, They show support after city suggested contracting with St. Louis County for coverage," *St. Louis Post-Dispatch*, 29 November 2011, Pg. A7.
- Walker, Marlon A., "Handling of stalled cases in Dellwood stirs discord

  County audit finds pattern of delays in criminal charges; officials delay

  vote on Police Department future," St. Louis Post-Dispatch, 27 February

  2012, Pg. A1.
- "West Post Briefs," St. Louis Post-Dispatch, 2 October, 2000, West Post, Pg. 1.
- Williams, O.P. 1971. Metropolitan Political Analysis. New York: Free Press.
- Wilson, James Q. 1968. *Varieties of Police Behavior*. Cambridge: Harvard University Press.
- Wilson, James Q. 1993. "The Problem of Defining Agency Success." InPerformance Measures for the Criminal Justice System. Washington, DC:US Department of Justice, 156-166.

Wilson, James Q. And George L. Kelling. 1982. "The Police and Neighborhood Safety." *The Atlantic*. March: 29-38.