



Indiana University
Workshop in Political Theory
and Policy Analysis

POLICY CURRENTS

NEWSLETTER OF THE PUBLIC POLICY SECTION
AMERICAN POLITICAL SCIENCE ASSOCIATION

Editor's Note

This issue of *Policy Currents* brings to you a pair of articles that focus on the efficacy of government contracting as a means of delivering public goods. The first, by Mary Marvel and Howard Marvel, offers a fascinating comparison of contracts as written by public sector agencies and private sector organizations for the same goods. Their conclusion is that the types of contracts written by public sector actors may undermine the ability of market forces to produce the outcomes so often touted as the rationale for privatization. The second article is by Trevor Brown and Matthew Potoski. They focus on the management of service contracts at the street-level, i.e., the choices made by agency personnel with day-to-day responsibility for monitoring the performance of vendors. They find a degree of discernment on the part of agency personnel that suggests both an awareness of the capacity of vendors to perform and the limitations of relying too heavily on out-sourcing as a solution to public sector service delivery.

This issue of *Policy Currents* marks a turning point of sorts for me. I'll be continuing as editor, at least for another year. But this is the last newsletter issued under the auspices of the Indiana University Workshop in Political Theory and Policy Analysis. I am leaving Indiana University to assume a position as Professor of Political Science at University of Colorado-Boulder. This is a great opportunity for

me, both professionally and personally. I am excited about joining new colleagues in the Political Science department at Boulder. As you might guess, my family and I, most especially my two sons, are also excited about all of the outdoor recreational opportunities available in Colorado. At the same time, I have enjoyed my tenure at IU, especially my association with Lin and Vincent Ostrom and the Workshop, which through the years of their leadership has evolved into a remarkable center for theoretically informed policy research. The level of support in the Workshop for me and for this newsletter has been unsurpassed. And I'd like to publicly thank everyone at the Workshop for this support. I will miss many people at IU and will look forward to return visits often in the future. In the meantime, if you wish to contact me, my current email address will continue to be active for the next few months. My new email address, beginning in mid-July, will be Kenneth.Bickers@Colorado.edu. Or I can be reached, also beginning in mid-July, at CU-Boulder at (303) 492-7871.

Finally, as a reminder, the business session of the Public Policy Section is Friday, August 29, 6:15 p.m. during the annual meeting of the APSA. Please consult the final program for the location of the business session. Also, please see the panels sponsored by the Public Policy Section at <http://www.apsanet.org/mtgs/program/divisions.cfm> and attend as many as possible. The greater the attendance at the panels, the more panels we will be allotted at future conferences.

I'll look forward to seeing you in Philadelphia.

Cheers,

Ken Bickers
Editor, *Policy Currents*

In this issue:

Editor's Note	1
Ratio of Beef Cubes to Onion	2-4
Managing Local Government Service Delivery	4-8
Agendas Short Course	8

The Ratio of Beef Cubes to Onion (6:1) in Hungarian Goulash and Public Sector Contracting: Market-Like or Market-Lite?

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Imagine that as you are perusing two groups of food service contracts, you happen upon the following mandates in the first group:

- Prescribed dimensions of crumb cake,
- Number of trash bags required per meal,
- Minimum size of placemats,
- Recipe and required ingredients for Hungarian goulash (including the aforementioned beef cube to onion ratio).

And the following in the second group:

- Keep services adequately serviced and supplied with appropriate merchandise of good quality at reasonable prices.

Would you know which one contains public sector contracts and which one contains private sector contracts?

With many public sector organizations heeding the often-heard, often-stern admonition to join the load shed/privatize/be-more-like-business/contract-out club, it is useful to explore the closeness of the analog between private sector practices and their adoption by public sector entities. Specifically, we want to compare and

contrast public and private sector contracting. Does the nature of the contract written vary systematically from one sector to the other? (The answer is an emphatic yes.) Can public sector organizations achieve efficiency gains comparable to those posted by a private firm in its contracting? (This answer also is a resounding no. Public sector contracts may reduce the cost of service provision but, unlike private sector arrangements, they ignore demand-side configurations.)

We have begun collecting contracts from vendors of products that service both the government and private sector. In order to control for the “government services inherently are more complex” argument, we review contracts where the service contracted for is the *same*, comparing apples to apples. We have obtained contracts from a food service vendor that deals extensively with both public and private customers. The company offers both cafeteria-style food delivery and vending machines. A review of the contracts indicates that a cafeteria contract for a Veterans Administration hospital or a U.S. Post Office facility will be dramatically longer and more detailed than a far larger dollar volume contract for cafeteria service for an automobile plant. The comparison is particularly instructive, since the size of the automakers in question indicates that the degree of detail present in the government contracts is not simply due to the problems of monitoring purchasing agents in large organizations.

Our vendor’s standard contract for these items is six pages long. Of these six pages, somewhat less than a single page is devoted to detailing the vendor’s responsibilities. The section detailing the food to be provided reads in its entirety as follows:

Pursuant to the provisions of this Agreement, will operate and manage its Services hereunder at such locations as shall be agreed upon, keep its Services adequately serviced and supplied with appropriate merchandise of good quality at reasonable prices, and, where vending is involved, will install service and maintain at high standards of quality, sanitation and cleanliness such mutually agreed number and type of vending machines at mutually agreed locations for the sale of food products, nonalcoholic beverages, tobacco products and other mutually agreed articles.

The financial arrangements are not a part of the stock contract, but are added for each customer.

The contrast for public contracts is quite remarkable. We highlight three such contracts, one for a prison cafeteria, the second for a nursing home and the third for an airport. The nursing home contract consists of 50 legal sized pages together with nine appendices, and multiple pages at the front of the document. The food specifications are elaborate indeed. They indicate acceptable portions and times of the year when fresh fruits can be in fact considered fresh. Sample stipulations include:

- “When crumb cake is served, it shall be 3” x 2-1/2” and 1-1/2” high.”
- “Ham and cheese sandwiches shall be made with 2 oz. ham and 1 oz. cheese per sandwich.”
- “When fresh fruit is on the menu, each site must receive only one variety of fruit. However, the Company may choose to send one variety of fruit to some sites and other variety of fruit to other sites.”

The contract also specifies the number of trash bags per week, the minimum size of the place mats (plain, of course), and that the delivery drivers, who “shall have a neat and pleasant appearance” must “allow 12 minutes per site for the counting of food.” The puzzled contractor receives helpful hints: “a one (1) ounce meatball or lightly breaded fish stick does not contain one ounce of meat or fish. A stuffed cabbage or pepper which weighs three ounces (including the rice and cabbage or pepper) does not contain three (3) ounces of meat.” Recipes are also sketched, indicating what ingredients must be present in a Hungarian goulash, for instance, but there is some flexibility: “The Company shall use standardized recipes, and any as might be supplied by (the contracting agency).”

The penal institution contract is somewhat less elaborate. Instead of specifying details about each of the ingredients, it simply provides daily menus. These, however are specified in considerable detail, including weights of all portions down to sugar (2 tsp. for breakfast) and margarine (2 oz.). No flexibility is permitted.

The contract for the airport, a political subdivision, stipulates that the airport commission, and not the foodservice company, has the exclusive right to approve, establish and revise prices, menus, portion sizes, food product specifications, hours of operation for indi-

vidual units and standards for the type and quantity of service. In addition, the contract requires that the contractor provide a detailed policy and procedures manual dealing with its internal operations. No modification or amendment to the manual is permitted without approval of the commission.

Why does the public sector write such contracts? Is “fear of discretion”, as Steven Kelman contends, the culprit? Certainly some contract monitors may take comfort in adhering to established rules, thereby reducing their ex post discretion and vulnerability. But the very act of drafting complex rules is in itself an exercise in discretion—ex ante discretion. By careful specification, the contract drafter uses its discretion to determine the services to be provided as opposed to a true market solution that would offer a far richer range of alternatives.

The public sector has focused on minimizing the cost of service provision (though obviously not transaction costs) in the contracting process. In so doing, it fails to address the “rest of the story”—designing products to increase consumer demand. Markets not only minimize cost but also record and respond to consumer preferences in order to determine what that output should be. The fundamental difference between public and private sector contracts is that the former specify only inputs in detail. In contrast, the private sector contracts we have investigated continue in force only so long as the ultimate consumers of the service are satisfied with the outputs. Miguel de Cervantes’ familiar maxim that “the proof of the pudding is in the eating” is fundamental to predicting marketplace success, but in government contracting, whatever proof is asked for comes only from the ingredients.

The detailed specifications of public sector contracts have the disadvantage of freezing in place the actions to be performed in the future, and the remuneration of those actions, irrespective of intervening events. This approach has the (probable) advantage of reducing the scope for ex post contractual opportunism. But the cost of doing so is that the very advantages of dealing with an outside contractor instead of providing the function internally are undermined. The contractor is converted from an independent provider of the service in question who receives benefits or harm depending on the job s/he does to a manager employed by the state, a member of the bureaucracy in all but title. Under current contracting practice, perhaps one should relabel privatization as publicization.

Why the disconnect between contracting in the public and private sectors? A private sector firm will provide food service to its employees only to the extent the service aids in its efforts to attract and retain good employees en route to its goal of enhanced profitability. Both the contractor and food service provider necessarily have the preferences of the employee consumers as their target. The public sector contractor faces a less well-defined link between consumer satisfaction and its budget. The result is the marginalization of consumer preferences so clearly apparent in our sample of contracts.

The principal mechanism for enforcement of contracts with the sparse specifications typical of private sector contracts is likely to be reputational. The characteristics of public contracting, however, reduce the scope for reputational penalties for firms that fail to perform according to specifications. The detailed specification of contracts together with bidding processes that award the contract in question to the lowest bidder reduce or eliminate the value of reputation in winning such contracts. Firms perceived to provide high quality services are not thereby more likely to be selected for a contract unless the terms of the contract are written in idiosyncratic fashion. Firms that serve both the public and private sectors may tailor their products and services separately for the two. Over time, due to adverse selection, firms attuned to meeting specifications rather than responding to consumer preferences will dominate the pool of successful public sector contractors.

Such firms, like the public contractors, will prefer the “market-lite” approach of producing according to a recipe over a “market-like” requirement that the recipe respond to consumer taste. The resulting equilibrium will fall short of a market solution. Costs may be low, but so will satisfaction.



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Include information that the change applies to the Public Policy Section.

Managing Local Government Service Delivery: Harnessing the Benefits of Contracting

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Contracting and Contract Management

Under pressure to do more with less, governments across the country have increasingly moved from direct service provision to providing services via contract. Citizens today receive public goods and services not only from their general service local governments, but also from a variety of vendors working under contract, including for-profits, non-profits and government agencies from other jurisdictions. Of course, there are many accounts of successful contracting. Advocates of such alternative service delivery arrangements promote competitive contracting with promises of efficiency, cost savings, and improved effectiveness (Ferris and Graddy, 1991; Ostrom and Ostrom, 1977; Stein, 1990). At the same time, the academic literature and popular press are fraught with accounts of contracting disasters where governments have been badly burned by unscrupulous vendors. Citing a growing number of incomplete, failed, and corrupt contract arrangements, critics argue that contracting creates numerous accountability problems, sacrifices service quality for efficiency and cost savings, often does not result in improved efficiency and cost savings, and ultimately “hollows” the state (deLeon and Denhardt, 2000; Milward, 1996; Milward, Provan, and Else, 1994).

Missing in this debate is rigorous analysis of the capacity of both governments and contract vendors to manage the contracting process. Contracting is not a “one size fits all” proposition. The success or failure of any alternative service delivery arrangement likely depends on how well governments are able to manage the entire process, from assessing the feasibility of

contracting for particular services, through implementing contract arrangements, to monitoring and evaluating service outcomes and vendor performance – activities that require strong government management capacity. When governments can easily and quickly write very detailed contracts describing exactly what actions the vendor should take and what outcomes the vendor should achieve, the risks of contract failure are reduced, and consequently the costs inherent in negotiating, implementing and monitoring a contract relationship are low. However, real world complexities and uncertainties in social interaction often exceed governments' ability to predict future events, specify contract provisions for all circumstances, and ensure that actual outcomes match defined objectives.

A fundamental decision confronting all organizations is choosing whether to internalize production (i.e., to make it) or to externalize production (i.e., to buy it through contracting). Transaction costs scholarship argues that organizations' production choices reflect the relative costs of traditional production factors – the costs of fixed assets, labor, and capital – and transaction costs – the "...comparative costs of planning, adapting, and monitoring task completion under alternative governing structures (Williamson, 1981: 552-53)." Transaction costs are essentially the management costs associated with either internally producing the service or buying it through contracting (Coase, 1937; Williamson, 1981, 1996). Transaction costs are often higher under contracted service provision. For example, for many public services it is difficult to measure service outcomes (i.e., fire prevention) and therefore specify how contract vendors will be evaluated. According to transaction costs logic, governments should internalize high transaction costs services; if governments decide to contract in pursuit of efficiencies and cost savings, they will need to implement high transaction costs oversight and management procedures to mitigate associated contracting risks. Transaction costs theory provides a framework for analyzing which services should be contracted and how to manage contracts to improve contract success.

In our previous work (Brown and Potoski, 2003a, 2003b, 2003c), we began to address these issues. We synthesized transaction costs principles with insights from theories of government organization and urban development scholarship. Theories of government organization frame relations among government agencies, elected officials and constituents (Bawn, 1995; Epstein

and O'Halloran, 2000). The urban development literature (i.e., Stein, 1990) argues that governments have more choices about how to structure contracts when the market of potential service providers is robust. For example, governments located in large metropolitan areas are more likely to contract for refuse collection simply because they have more opportunities to do so. First, we investigated the factors that influence governments' service delivery choices (Brown and Potoski, 2003a). Our analysis of the service delivery practices of over 1,500 local governments for 64 different services shows that governments select service production options to address the variable transaction costs risks inherent in the service marketplace and in the particular service to be delivered. When governments contract for highly asset-specific services, those that tend to be offered through monopoly-dominated markets, they choose mechanisms that lower the risk of vendor opportunism – namely contracting with other governments. When service outcomes are difficult to measure, governments decrease their reliance on contracts with private firms and increase their use of joint contracting and internal service production.

Second, we examined how municipal governments manage their capacity to deliver services under different production arrangements (Brown and Potoski, 2003b). Effective contract management requires mitigating specific problems that can plague the contract process. These problems arise from dissatisfaction with prior contracting experiences; transaction costs; characteristics of the government's structure and operation; and characteristics of the governments' external environment. Third, we analyzed how governments use four contract oversight procedures – monitoring citizen complaints, implementing citizen satisfaction surveys, analyzing vendor performance data, and auditing vendor activities in the field – to help better monitor vendor performance and thus mitigate the risk of contract failure (Brown and Potoski, 2003c).

Case Study Summaries: Police Service and Refuse Collection in Columbus, Ohio

Building on this empirical research, we have begun to explore service delivery practices up close through a series of case studies examining relations among citizens, governments, and service vendors. Over the past year, we have been studying two service areas – refuse collection and policing – in nine communities in the Columbus, Ohio metropolitan area. These communi-

ties are: Columbus, Dublin, Gahanna, Grove City, Hilliard, Reynoldsburg, Upper Arlington, Westerville, and Worthington. Our case studies are based on semi-structured interviews with key informants (mainly police chiefs and public service directors) supplemented with information collected from publicly available sources (e.g., copies of all contracts). In our interviews, we asked these respondents questions about their service delivery practices, including whether they contract for particular functions and what steps they take to manage those contracts.

In the logic of transaction costs scholarship, refuse collection with relatively easily measured outcomes and outputs and assets that are relatively unspecific, is a prime candidate for successful contracting, particularly in a larger metropolitan area where vendors compete for contracts. Our case analyses so far indicate that this is the case for most suburban governments. Only two governments in our case sample – Columbus and Upper Arlington – do not contract for refuse collection. Interviews with Public Service directors in the other cities indicate that the primary reason governments contract for refuse collection is cost savings. The fixed costs of maintaining a fleet of refuse trucks are prohibitive for these seven suburban governments (all have populations around 30,000). Columbus, on the other hand, as a city of over 750,000 can achieve of economies of scale and consequently fund their own service provision. Analysis of the contracts reveals similar practices among the contracting governments. In fact, many of these governments have worked in collaboration through the Franklin County Solid Waste Authority to craft essentially the same contract. Where the communities differ in is the degree to which they engage in oversight. The wealthier communities typically have a full time staff member who dedicated a substantive portion of their working week to overseeing the refuse collection process (i.e., tracking citizen complaints; communicating with the vendor), while the less well off communities lacked the resources and the capacity to engage in this level of oversight. This jives with our empirical results about the role that government capacity plays in the degree to which governments engage in monitoring and oversight. The interviews also revealed that public service directors – particularly those who had been in their position for awhile and in a community that had been through several rounds of contracting – were fairly savvy about reading market conditions and understanding the transaction costs risks associated with contracting. Many public service di-

rectors not only kept close watch of the number and economic health of local refuse collectors, but also followed the national refuse collection market. When probed, several service directors understood that if the market became monopolized they would have to court vendors from outside the Columbus metropolitan area to compete.

Policing poses more severe management challenges with difficult to measure outcomes and assets that are relatively specific. None of the police departments in the case sample contract for core policing services (i.e., traffic control, investigation), although many outsource some of their peripheral functions (i.e., forensic analysis, animal control). When asked about whether financial pressures existed that might stimulate the expansion of contracting for policing tasks, the interviewed police chiefs typically indicated that they were largely buffered from budgetary issues. This is not to say that police chiefs were not sensitive to cost concerns; on the contrary all could list several steps they had taken to reduce costs. Rather, they all indicated that policing was such a central concern in each community that most departments had been spared severe budget reductions relative to other city services. In addition, most noted that there was not really a market for the services they performed in the metropolitan area. When they did acknowledge areas where they lacked capacity, the default means of addressing the deficit is to enter into a mutual aid agreement with a neighboring police department. For example, many suburban police departments have mutual aid agreements with the Columbus police department for use of their SWAT services.

Taken together, our interviews with public service directors regarding refuse collection – a service with fewer transaction costs risks – and with police chiefs regarding core policing services – a service with considerable transaction costs risks – suggest that a quartet of factors influence whether governments decide to contract, and if they do, what types of steps they take to manage the contract process. These factors are similar to those that we discovered in our empirical analysis and are described below.

Fiscal Imperatives

The genesis for most contracting arrangements is the drive to reduce costs. The combination of expensive service related costs, economies of scale, and community cost pressures often fuel the drive to seek alternatives to direct service provision.

Service-Specific Contracting Risks

Some services are more risky contract targets than others. Services that require highly asset specific investments, such as buying specialized equipment or developing service specific technologies, are better delivered in-house by governments than by contract. Likewise, services whose outcomes and outputs are more difficult to measure are also riskier contract targets.

Market Conditions

Successful contracting requires a robust market of competitors. Competition need not come only from private firms, but may also include non-profits and other governments. In such contexts, governments can compare prices and practices across vendors while competitive pressures discipline contract winners.

Government Capacity

Managing contracts requires attention across the service delivery process, from negotiating and developing contracts, to monitoring service delivery outputs, to ensuring outcomes match specified objectives. To mitigate the risk of contract failure, governments can adopt procedures to improve contract management, such as mechanisms for reviewing and correcting vendors' performance during the course of service delivery.

Next Steps: Listening to Vendors

Previous research on alternative service delivery has tended to neglect the perspective of "street-level" managers who actually produce the service. We believe this perspective is vital for a complete understanding of the service delivery process. For example, in our first round of interviews, we noticed that several managers reported consistent themes in their contracting experience. At first, these managers were quite dissatisfied with their vendor's performance. According to these managers, the vendors' performance did not improve, even in the face of corrective measures, until they threatened terminating the contract and replacing the vendor. An obvious omission from this account is the vendors' perspective: how did they view their own performance, their relations with the government, and how these changed over time? Consequently, our next step is to interview service vendors. This means interviewing service vendors in the event of contracting, and comparing their experiences with those of managers

engaged with internal service production in other jurisdictions.

In the area of refuse collection we will interview the area supervisors and contract managers for each of the vendors to investigate how they have responded to steps service directors have taken to improve contract performance. In particular, the interviews illicit information about whether different contract arrangements provide refuse vendors with more flexibility over other arrangements. For example, in latest round of contracting, some of the public service directors have added penalty clauses to their town's contracts. Consequently, we will ask refuse vendors about whether they manage their contract relations with communities that impose penalty clauses differently than those that do not impose penalties.

For police services, interviews with the suburban police chiefs indicate that there are two areas where they outsource – forensics and jailing. All of the governments send offenders in their communities to the county jail of the county in which the illegal activity takes place. The county jails charge each community a per diem rate for prisoners. Most of the suburban communities maintain small holding facilities, although by law they are not jails. However, because of rising per diem costs, some have considered converting their holding facilities into legal jails. Interviews with representatives from the respective county jails will provide insight into how the per diem rates are calculated and whether increases in these rates are designed to stimulate suburban communities to handle more of their own jailing responsibilities. For forensics, all of the suburban communities rely on either the City of Columbus' crime lab or the Ohio State Bureau of Criminal Investigation (BCI) for forensic analysis (i.e. DNA analysis, finger print analysis, ballistics). Suburban governments pay a fee for Columbus' services, but receive BCI's services free of charge. This allows us to compare the delivery of a free service versus a paid service. Interviews with Columbus crime lab and BCI employees will focus on whether there are differences in how the two organizations perceive the forensic services they deliver and whether there are any differences in the quality of forensic analysis. Do Columbus crime lab employees see the forensic analysis they provide as a commodity and revenue-generating instrument? Do Columbus crime lab employees focus more on the quality of the service provided relative to BCI employees because police departments pay for these services?

Taken together, these interviews will map out the service marketplace in each policy area more completely. At the moment, our primary view is through the lens of the purchaser – the government procuring the service. In order to get a better picture of the service marketplace and how it affects the delivery of these two public services, we require corresponding views from the vendors. Our overall objective is to build the case studies and then integrate them with our survey based research, thus focusing multiple analytic lenses on the full service delivery process, from feasibility, through implementation, to outcome assessment.

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Reminder: Agendas Short Course at 2003 APSA Meeting

Don't forget the Short Course on the Policy Agendas project at the 2003 APSA meeting. This short course will offer participants updated information about the status of the existing Policy Agendas data sets, as well as information about the data additions envisioned for each of the next two years. This short course is designed as a hands-on workshop that will make use of computers to provide participants access to the data sets and a new web-based tool for using them. This soon-to-be-released data tool permits researchers at remote sites to conduct web-based analysis of multiple data sets, as well as selective downloading of raw data for subsequent research. Participants will be encouraged to explore the data sets in real time and bring with them questions from their own research that could be addressed using the data sets provided or the online analysis tool. Several project members and interested researchers will be available to lead hands-on sessions and answer any questions about the data and its applicability to a broad range of public policy and legislative affairs research.



POLICY CURRENTS

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Abstracts, announcements, and other information to be printed in the next issue of *Policy Currents* should be sent via email attachment or mailed by **September 15, 2003 to:**

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