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Partnerskaber i parkforvaltningen

grøn drift på kontrakt

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Partnerskaber i parkforvaltningen: Grøn drift på kontrakt

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ENGLISH RESUMÉ

Under the heading "Partnership Contracting in Public Park Management: Green space Maintenance on contract", the following Ph.D.-thesis investigates the theme of green space maintenance contracting. The relevance of the theme has been prompted by a general development in the public sector of partnership contracting as an alternative to standard contracting. In public park management this development has become evident as well.

Empirically, the thesis is based on a sample of 15 cases of public park management contracting out green space maintenance. On the basis of relational contract theory, the cases were selected to represent the widest possible variation in contract design and management. The cases include examples of contract design and management from Denmark, England, Sweden, and New Zealand. The cases constitute the empirical counterparts in 5 papers. On the basic of different theoretical perspectives, the papers investigate various aspects related to the theme, including the questions; what type of contract design will be effective? What are the competency requirements? What role plays motivation? How can contract management be developed? How can contracts be designed?

A broad conclusion points to a range of issues that standard contracting cannot deal with effectively in green space maintenance. In a developmental perspective the Ph.D.-thesis identifies coordination, communication, motivation, and restrain of power as a non-inclusive list of issues. In consequence, the framework for contract design and management must be extended to integrate well-working mechanisms to deal with these issues. Partnership based contracting may be one intelligent response among other design and management options. The thesis sums up the various issues in a coherent framework for contract design and management of green space maintenance contracts. Although the thesis investigates a theme within public park management, conclusions may also be extended to highlight more general issues in public service contracting.

KEY WORDS

Contract design contract management, green-space maintenance, public management, public service contracting

FORORD

Denne ph.d.-afhandling er blevet til på foranledning af en forenet ambition hos tre repræsentanter for henholdsvis de private entreprenører, de offentlige bestillere og forskningsmiljøet om at udvikle udbud og udlicitering af grønne driftsopgaver i det offentlige. Det daværende Hedeselskab A/S (nuværende HedeDanmark A/S), Vejdirektoratet og den daværende Kongelige Veterinær- og Landbohøjskole (nuværende Københavns Universitet, Det Biovidenskabelige Fakultet) har således gennem et samfinansieret ph.d.-stipendium støttet det projekt, der siden sin start i august 2004, har ført til nærværende afhandling.

Afhandlingen består af en sammenfatning for projektet, herunder 5 papers udarbejdet med henblik på publikation i videnskabelige tidsskrifter. De 5 papers repræsenterer den læring projektet har medført i forhold til oplæringen i det 'håndværk' at kunne frembringe viden gennem anvendelsen af videnskabelige tilgange og metoder. De 5 papers er forfattet på engelsk og målrettet et akademisk publikum.

For at kunne bidrage til ambitionen om at udvikle udbud og udlicitering af grønne driftsopgaver i parkforvaltningen er sammenfatningen skrevet med det formål at gøre projektets videnskabelige indhold og resultater tilgængeligt for en bredere kreds. Sammenfatningen er derfor forfattet på dansk og i et forhåbentligt letlæseligt sprog. I sammenfatningen opstilles og besvares to anvendelsesorienterede spørgsmål på grundlag af de 5 papers. Indhold og resultater i de 5 papers bindes således sammen og præsenteres i sammenfatningen. Der er inkluderet et metodeafsnit i selve sammenfatningen.

Det er forfatterens håb, at afhandlingen kan bidrage til en større forståelse af de sammenhænge og mekanismer, der er i spil, når grønne driftsopgaver sættes på kontrakt. Herigennem er det også et håb, at afhandlingen i et bredere perspektiv kan bidrage til den videnskabelige platform for den fremtidige udvikling af det offentlig-private samspil.

Forfatteren skylder en stor tak til den kreds af personer, der har muliggjort tilblivelsen af projektet samt færdiggørelsen af afhandlingen. Særligt skal nævnes hovedejleder Thomas B. Randrup, Søren Gludsted og Carsten Damgaard, der tilsammen har udgjort projektets følgegruppe. Følgegruppens hjælp, råd og (u)tålmodighed undervejs har været uundværligt. Medvejleder Peter Bogetoft har bidraget med et solidt udgangspunkt for strukturing og forståelsen af materialet. Medarbejderne i Slots- og Ejendomsstyrelsen afdeling for slotshaver skal have tak for at have lagt organisation til en række af projektets undersøgelser. Jens Balsby Nielsen skal her have en særlig tak. Medarbejdere og konsulenter i Vejdirektoratet skal ligeledes have tak for at have været studie-objekter. Mogens Høgsted skal her have en særlig tak. Endvidere skal de personer i parkforvaltninger og private firmaer, der ligeledes har deltaget og lagt ryg til projektet have tak. Li Liu, Christine Nuppenau og Anders Busse Nielsen skal have tak for støtte

og fællesskab undervejs. Finn Borum og Julie Sommerlund skal sammen med deltagerne i deres skrivekursus for ph.d.-studerende, Copenhagen Business School, 2006-7 have tak for den tid og energi, der er brugt til kommentarer på tidligere versioner af sammenfatningens artikler. Andrew Coulson skal have en tak for opmuntring og evnen til at se relevansen af projektet i en større sammenhæng. Sidney Sullivan og Ian Makins skal have tak for hjælp med at finde vej rundt i de engelske parkforvaltninger. Endelig skal bedømmelsesudvalget, bestående af Tove Enggrob Boon, Bengt Persson og Carsten Greve, have en stor tak for deres bidrag ved forsvaret den 30. september 2008.

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DANSK RESUMÉ

Under overskriften "Partnerskaber i parkforvaltningen: Grøn drift på kontrakt", undersøger følgende Ph.d.-afhandling emnet kontrakt styring og udforming inden for udlicitering af grønne driftsopgaver.

Relevansen er emnet er blandt andet foranledet af den generelle udvikling af det offentlig-private samspil i den offentlige sektor, herunder udviklingen af partnerskabs baseret udlicitering som et alternativ til traditionel udlicitering. Det er en udvikling der også har gjort sig gældende i parkforvaltningen.

Det empiriske grundlag for afhandlingen består af 15 udvalgte cases. De 15 cases præsenterer forskellige historier vedrørende udlicitering af grønne driftsopgaver. Udvalget er foretaget på grundlag af relationel kontraktterori med det formål, at sikre den bredest mulige repræsentation af forskellige måder at udlicitere grønne driftsopgaver. Casene omfatter historier fra Danmark, England, Sverige og New Zealand. Casene indgår som det empiriske grundlag i 5 papers, der på basis af forskellige teoretiske perspektiver undersøger de relevante aspekter vedrørende emnet. Dette omfatter blandet andet spørgsmålene: Hvordan udformes grønne driftskontrakter? Hvilke udformninger af grønne driftskontrakter vil være effektive? Hvilke kompetencer forudsættes af forskellige udformninger af grønne driftskontrakter? Hvilken role spiller motivation? Hvordan kan kontraktstyringen udvikles?

Den grundlæggende konklusion i afhandlingen tilsiger at den traditionelle tilgang til udlicitering ikke kan håndtere en række væsentlige aspekter vedrørende grøn drift. I et udvikling orienteret perspektiv identificerer afhandlingen, koordination, kommunikation, motivation og minimering af den 'hårde' styring som nogle af aspekterne der skal fokuseres på. Konsekvensen er at udformning og styring af grønne drift kontrakter må udvidet med instrumenter der kan håndtere disse aspekter. Partnerskabsbaseret udlicitering er her et ud af andre mulige svar. Afhandlingen opsummerer i forskellige udfordringer, spørgsmål og aspekter i en sammenhængende ramme for udformning og styring af grønne driftkontrakter. Selvom afhandlingen undersøger sig emne indefor rammen af de forhold der gør sig gældende i den offentlige parkforvaltning, bør konklusionerne også kunne finde anvendelse i bredere sammenhænge.

NØGLEORD
Kontraktdesign, kontraktstyring, parkforvaltning, offentlig administration, udlicitering

BAGGRUND OG FORHISTORIE

Under overskriften; "Partnerskaber i parkforvaltningen: Grøn drift på kontrakt" afrapporterer ph.d.-afhandlingen forløbet og resultaterne af en række undersøgelser foretaget mellem 2004 og 2007 af udbud og udlicitering af grøn drift i Danmark, England, Sverige og New Zealand. Undersøgelsen er affødt af en række sideløbende interesser i hvordan udlicitering løbende kan udvikles og tilpasses de specifikke forhold, der er gældende for grøn drift i parkforvaltningen. Herunder har der været en særlig interesse i at undersøge relevansen af en udvidet samarbejdsform baseret på partnerskab (partnerskabsbaseret udlicitering) i forhold til udlicitering af grøn drift i baseret på specifikation, prissætning, kontrol og sanktion (traditionel udlicitering). Aktualiteten af projektet understreges af den udbredte anvendelse af udlicitering af grøn drift i parkforvaltningen (Lindholst et al., 2004; Nuppenau et al., 2005), det nuværende politiske pres for en stigende konkurrenceudsættelse af kommunale opgaver (Kommunernes Landsforening et al., 2007), samt interessen for udvikling af partnerskaber og nye samarbejdsformer mellem det offentlige og private (fx Regeringen, 2004).

Udvikling af udlicitering i parkforvaltningen

Udbud og udlicitering blev for alvor sat på dagsordenen på såvel det statslige som det kommunale niveau i den offentlige sektor igennem løbende reformer og tilpasninger i 1980erne og 1990erne. Internationalt har reformerne bl.a. med udgangspunkt i engelske erfaringer (Hood, 1991) og det amerikanske program for 're-inventing goverment' (Osborne & Gaebler, 1993; Wilson, 1994) været kendt under betegnelsen 'New Public Management' (NPM). I en dansk sammenhæng har udlicitering her udviklet sig fra at være et politisk stridspunkt til, at være en integreret del af forvaltningsopgaven med at levere offentlige serviceydelser 'bedst og billigst' (Andersen, 1997; Ejersbo & Greve, 2002; Greve, 1997). Udbud og udlicitering i NPM har bygget på en 'traditionel' tilgang til udformning af kontrakter underbygget af mainstream økonomisk teori. Det vil sige en forståelse af konkurrence som universalmiddel mod uhensigtsmæssig egennytte-maksimerende adfærd og organisatorisk ineffektivitet. I den traditionelle økonomiske analyse af den offentlige sektor ('public choice' skolen) har det traditionelle offentlige bureaukrati med ansvar for et monopoliseret serviceområde her stået for skud i over 3 årtier (Niskanen, 1994). Anvendelsen af markedet gennem udbud og udlicitering har således været begrundet i den offentlige sektors påståede iboende ineffektivitet og fordyrende organisationsmåde.

Mulighederne for reorganisering af den offentlige serviceproduktion i forskellige konstellationer af offentlige private samspil har endvidere været begrænset af den almindelige forestilling om priskonkurrence og privat foretag-

somhed, som omdrejningspunkterne for omkostningseffektivisering i offentlige reformer (Boyne, 1998a, 1998b; Domberger & Jensen, 1997a, 1997b; Jensen & Stonecash, 2005; Savas, 1982, 2000; Walsh, 1995).

De overordnede analyser, der er lavet af effekterne af udbud og udlicitering, påviser økonomiske besparelser herved. Om end besparelserne er i en størrelsesorden der sjældent har stået mål med forventningerne (Hodge, 2000). Det er endvidere et åbent spørgsmål om de bredere effekter ved udbud og udlicitering udhuler de opnåede besparelser. De bredere effekter omfatter fx tidligere nedslidning af arbejdsstyrken, skabelsen af dårligere jobs, ændring i serviceniveau m.m.

I et både teoretisk og et praksisorienteret perspektiv er det i dag nødvendigt at forlade den traditionelle økonomiske tilgang og åbne for nye perspektiver, såfremt udbud og udlicitering skal kunne anvendes hensigtsmæssigt i større grad fremover (Jensen & Stonecash, 2005).

I en international sammenhæng er denne udvikling i dag blandt andet i gang under overskriften 'partnerskab' (Bovaird, 2004, 2006). England er her førende. I England er markedets rolle således under forandring og det tidligere fokus på priser og konkurrence er i dag suppleret med et fokus på kompetence og samarbejde (Entwistle & Martin, 2005).

Generelt er der ikke forsket særligt bredt i udbud og udlicitering af offentlige opgaver herhjemme. Den forskning der findes på området omhandler med enkelte undtagelser (fx Andersen, 1997, 2000) enten valget for eller konsekvenserne af udbud og udlicitering med en underliggende forståelse, der almindeligvis har bygget på en traditionel økonomisk tilgang til mål og midler (Bertelsen, 2001; Blom-Hansen, 2003; Christoffersen & Paldam, 2003; Pallesen, 2004). Fokus har været på effektiviteten af udbud og udlicitering som midlet til en reduktion af omkostningerne i den offentlige sektor. Med andre ord har udbud og udlicitering været anset som vejen til at skabe besparelser. For og imod har således stået og faldet med om udbud og udlicitering har kunnet opfylde dette mål.

På baggrund af en spørgeskemaundersøgelse i 2001 af udbud og udlicitering indenfor en række tekniske driftsområder, kunne de hidtidige udbud og udliciteringer af grønne driftsopgaver, siges at være nogenlunde vellykkede. Den aftalte kvalitet blev almindeligvis anset for leveret og direkte besparelser blev opnået i mere end halvdelen af tilfældene. Endvidere var der oplevet færre problemer i den grønne sektor end ved gennemsnittet af andre tekniske driftsområder (Knudsen et al., 2001).

I den danske parkforvaltning har den overordnede udvikling været understøttet af en række fælles forsknings- og udviklingsindsatser målrettet tilrettelæggelsen af udbud og udlicitering af grøn drift. Indeværende afhandling er et af de seneste skud på denne stamme.

Udviklingen af partnerskab som ide i parkforvaltningen

I 1998 udkom rapporten "Kvalitetsbeskrivelse for drift af grønne områder" (Juul et al., 1998) som et af de første gennemarbejdede svar på udfordringen med at udvikle et egnet grundlag for udbud og udlicitering af grøn drift. Rapporten søgte at svare på de grundlæggende problematikker ved udlicitering af grøn drift. Baggrunden for rapporten var en antagelse om at en forudsætning for vellykket udlicitering, var tilvejebringelsen af en meningsfuld teknisk specifikation af grøn drift. Specifikationen skulle mere præcist indgå som grundlag for prissætning, kontrol og styring af grøn drift. Resultatet var et system for specifikation, der byggede på en opdeling af grønne områder i en række afgrænsede delelementer. En række tekniske tilstands- og udførselskrav, samt acceptkriterier for mangler, tilknyttet hvert delelement, definerede tilsammen 'kvaliteten' i den grønne drift. I parkforvaltningen var kvalitetsbeskrivelsen således et eksempel på det, man kan kalde en 'traditionel' tilgang til udbud og udlicitering.

I 2002 tegnede Boligstyrelsen sammen med repræsentanter fra det offentlige og private et øjebliksbillede af de hidtidige erfaringer med udlicitering af grøn drift (Erhvervs- og Boligstyrelsen, 2002). Som et resultat heraf blev der optegnet en række udfordringer og videregivet anbefalinger i form af en række anbefalinger for den fremtidige udvikling. Udfordringerne afspejlede en række oplevede problematikker vedrørende udlicitering af grøn drift.

Anbefalingerne afspejlede særligt et behov for en bedre planlægning og 'helhed' i udbud og udlicitering af grønne driftsopgaver. Herunder blev der peget på betydningen af de menneskelige, faglige, organisatoriske og politiske rammer og kompetencer i opgaveløsningen. Hertil skulle de tekniske specifikationer og kontrolaspekterne fylde mindre i kontraktstyringen til fordel for den faglige kunnen og dømmekraft.

Som en del af øjebliksbilledet blev partnerskab i forhold til den traditionelle tilgang til udbud og udlicitering nævnt som en "lovende udviklingsmulighed". På dette tidspunkt var man stadig famlende overfor indholdet og betydningen af partnerskab på driftsområdet. Den daværende forståelse af partnerskab omhandlede fokus på samarbejdssiden gennem betoning af værdierne tillid, respekt, åbenhed og dialog samt en større vægt på udvikling af den grønne drift baseret på et fælles arbejde mellem parkforvalter og entreprenør.

I den danske bygge- og anlægssektor havde partnerskab og partnering allerede i 2002 udviklet sig fra at være en mulighed til at være en udbredt praksis. I en statusrapport for bedste praksis fra Byggeriets Evalueringscenter (From, 2003) blev partnering defineret som et begreb der dækker "*en samarbejdsform i et bygge- og anlægsprojekt når dette gennemføres under en fælles målsætning formuleret ved fælles aktiviteter og baseret på fælles økonomiske interesser*." Formuleringen gennem fælles aktiviteter af en fælles målsætning baseret på fælles økonomiske interesser var kernen i partnering, hvortil en række supple-

rende partneringelementer kunne indgå. Denne definition og afgrænsning af partnering blev senere bekræftet og fastholdt (Byggeriets Evalueringscenter, 2004). I dag har partnering på bygge- og anlægsområdet etableret sig som en succesfuld samarbejdsform i forhold til mere traditionelt organiserede bygge- og anlægsentrepriser (Gøth, 2005; Gøth & Jensen, 2005).

I forhold til det øjebliksbillede, der blev tegnet i den grønne sektor i 2002, havde bygge- og anlægssektoren et mere komplet billede af, hvordan partnerskabstanken skulle omsættes til praksis. Forståelsen af koblingen mellem fælles mål og aktiviteter og en understøttende økonomisk struktur i et samarbejde inden for rammen af en kontrakt var således ikke fuldt udviklet i den grønne sektor.

Partnerskab som håndgribelig mulighed ved udlicitering af grøn drift blev for alvor sat på dagsordenen i den offentlige parkforvaltning i 2004 med afrapporteringen af Projekt Helhedsorienteret Parkforvaltning (HelPark) (Randrup et al., 2004). Ligesom i Erhvervs- og Boligstyrelsens øjebliksbillede fra 2002 blev partnerskabsbaseret udlicitering i projekt Helhedsorienteret Parkforvaltning anset for at være en løsning på en række oplevede delproblemer og udfordringer vedrørende udbud og udlicitering af grøn drift. I rapporten blev formålet med partnerskabet gennem: *"et samarbejde mellem kompetente partnere"* defineret som et: *"omdrejningspunkt der sikrer anlæggenes optimale pleje og udvikling."* (s. 37). Rapporten foreslog en række konkrete værktøjer, der kunne udvide det oprindelige fokus i Kvalitetsbeskrivelsen fra 1998 på specifikation, prissætning, kontrol og styring. Værktøjerne omfattede bl.a. bonusordning, konflikttrappe, kvalitative tildelingskriterier, incitamenter for driftsoptimeringer, borgerinddragelse, parkpolitik, virksomhedsplan, områdebeskrivelser og handlingsplaner som nye dele i en partnerskabsbaseret udlicitering.

Set i HelPark-projektets perspektiv skulle en samarbejdsform baseret på partnerskabsprincipper sikre en nytænkning af udbud og udlicitering i den grønne drift. Herunder skulle udviklingen sikres i de grønne områder, borgernes og brugernes ønsker og behov tilgodeses, medarbejdernes kompetencer inddrages, samt forholdet mellem entreprenør og parkforvalter gøres mere ligeværdigt og troværdigt. I projektets perspektivering blev der endvidere udtrykt forhåbning om at partnerskab i bredere forstand ville kunne udgøre kernen i branchens fremtidige arbejde med at fastholde og udvikle grønne områders store sundhedsmæssige og rekreative potentiale. I et af branchens førende tidsskrifter (Grønt Miljø) blev projektet modtaget som: *"Et velanbragt skub til en kursændring, der er nødvendig hvis udliciteringen af den offentlige grønne drift skal blive meningsfuld."* (Holgersen, 2004).

Tabel 1. *Traditionel og partnerskabsbaseret udlicitering.*

Aspekt	Traditionel	Partnerskabsbaseret
Tidshorisont	Kort (typisk 3-4 år)	Længere (typisk (5-10 år)
Tilpasning af kontrakt	Nej (minimalt)	Ja (fx optimeringer)
Fokus på konkurrence	Ja	Ja
Fokus på samarbejde	Nej	Ja (aktivt og efter behov)
Parternes mål	Modstridende (sub-optimering)	Delvist overlappende (via aftale om mål og incitamenter)
Ydelser	Specificerede	Specificerede og uspecificerede
Styringsmidler	Kontrol og sanktion	Kontrol, sanktion, dialog, fælles målsætninger og aktiviteter samt økonomiske incitamenter
Styringsfokus	Kvalitet og pris	Kvalitet, pris, tilpasning og udvikling
Kontraktforståelse	Hvad kan jeg få/hvad får jeg?	Hvad gør vi/hvad kan vi gør (bedre)?
Forudsætninger	Evne og mulighed for at opstille og levere simple og afgrænsede opgaver	Evne og mulighed for at samarbejde om fælles varetagelse af både simple og komplekse opgaver
Perspektiver	Kan sikre sammenhæng mellem pris og kvalitet på givne ydelser	Kan sikre sammenhængen mellem både pris og kvalitet og en løbende tilpasning af ydelserne til aktuelle behov og ønsker

På baggrund af den skitserede udvikling i praksis af udbud og udlicitering angiver Tabel 1 en række forskelle og ligheder mellem traditionel og partnerskabsbaseret udlicitering, som det er blevet konkretiseret i praksis i parkforvaltningen.

Set i 'branchens' perspektiv var den traditionelle tilgang til udbud og udlicitering, som kvalitetsbeskrivelsen byggede på, således ikke tilstrækkelig til at gøre den grønne drift 'meningsfuld'. Dermed var det dog heller ikke sagt at den tekniske specifikation, prissætning, kontrol og styring ikke var nødvendig. I et af nærværende projekts mange interviews blev denne nødvendighed udtrykt således: *"Det gode kontraktmateriale vi har i dag, målretter arbejdet, skaber synlighed og arbejdsglæde."* Inden for udlicitering af grøn drift introducerede HelPark således en række nye aspekter, der lå i forlængelse af den tidligere udvikling. Aspekterne var hovedsageligt centreret på en række eksplicitte over-

vejelser og anbefalinger vedrørende faglige og organisatoriske muligheder.

Heri ligger også et brud med en forståelse af kontrakter som henholdsvis 'hårde' og 'bløde' (Ejersbo & Greve, 2002; Greve, 1997) som grundlaget for at forstå Partnerskabsbaseret udlicitering. Partnerskabsbaseret udlicitering som det er blevet konkretiseret i den grønne sektor rummer således et hårdt fundament af specifikation, prissætning, kontrol og sanktion, men bygger en række aspekter oven på dette fundament. Misforståelsen af partnerskabsbaseret udlicitering igennem en forståelse af kontrakter som henholdsvis hårde og bløde spøger stadig så tilpas meget, at aktører der arbejder målrettet på grundlag af partnerskabsbaseret udlicitering, stadig ser grund til at uddrive dette (Høgsted & Olsen, 2006).

Med udgangspunkt i den udvikling der er skitseret i ovenstående, er der i Tabel 1 opregnet centrale forskelle og ligheder mellem den traditionelle og den partnerskabsbaserede udlicitering. Det er her værd at bemærke, at i den overordnede udvikling for udbud og udlicitering i den grønne sektor er 'udvikling' således i væsentlig grad blevet konkretiseret indenfor et tema omkring 'partnerskab'.

Aktørerne bag projektet

Den ovenstående gennemgang er den del af forhistorien, der vedrører den overordnede sammenhæng for nærværende afhandling. Den anden del af forhistorien omhandler de aktører der har muliggjort afhandlingens tilblivelse.

Det danske vejdirektorat har siden starten af 1980erne udliciteret driftsopgaver på vejområdet. En integreret del heraf har vedrørt grøn drift. Inspireret af udviklingen indenfor bygge- og anlægsbranchen begyndte Vejdirektoratet i 2002 at anvende partnering som samarbejdsmodel i en del af deres driftsentrepriser. En af de afgørende målsætninger var tilvejebringelsen af drifts- og procesoptimeringer i forhold til en række strategiske målsætninger. Vejdirektoratet har efterfølgende kunne konstatere at partnering udmøntede sig i konkrete drifts- og procesoptimeringer, herunder betydelige driftsbesparelser (Berg et al., 2005; Høgsted, 2005; Simonsen & Høgsted, 2003).

I 2002 havde det daværende Hedeselskabet A/S (nuværende HedeDanmark A/S) som ledende virksomhed på det grønne område i en årrække varetaget grøn drift for en række kommuner og statslige myndigheder. Herigennem var man løbende konfronteret med spørgsmålet om, hvordan udliciteringen af grøn drift ville udvikle sig fremover. På trods af at parkforvaltningerne generelt har udliciteret grøn drift efter en traditionel model, anså HedeDanmark A/S på grundlag af egne erfaringer, at partnerskabsbaseret udlicitering ville være en del af fremtiden for det offentlige marked. Deltagelsen i projekt Helhedsorienteret Parkforvaltning, varetagelsen af grøn drift gennem partnerskabsbaseret udlicitering for Vejdirektoratet og en række samarbejder med kommunale parkforvaltninger har siden hen underbygget denne opfattelse.

Forskningscentret for Skov & Landskab (FSL) havde som daværende sektorforskningsi-nstitution et ansvar for at tilvejebringe viden der kunne understøtte parkforvaltningens arbejde. Det daværende KVL havde i samarbejde med FSL og en række aktører i parkforvaltningen bidraget til udviklingen af kvalitetsbeskrivelsen for drift af grønne områder og projektet Helhedsorienteret Parkforvaltning. Dermed var udlicitering af grøn drift indenfor parkforvaltning blevet forankret som et vidensområde i FSL og gennem efterfølgende fusioner mellem FSL og KVL og KVL og KU er vidensområdet nu forankret i Fakultetet for Biovidenskab, Veterinærmedicin og Naturressourcer, Københavns Universitet.

På trods af at Vejdirektoratet, HedeDanmark A/S og daværende FSL som henholdsvis offentlig forvalter, privat virksomhed samt forskning og rådgivning repræsenterede 3 aktører med forskellige roller og interesser i dansk parkforvaltning fandt de alligevel en fælles ambition og interesse i udviklingen af udliciteringen af grøn drift.

I 2004 blev aktørerne således enige om, at finansiere en ph.d.-afhandling med det formål at tilvejebringe yderligere viden om hvordan partnerskabsbaseret udlicitering kunne tilpasses og anvendes i den grønne drift.

Dette er tillige en interesse, der må deles af andre aktører i parkforvaltningen. Set udefra afhænger indfrielsen af det forventede potentiale i partnerskabsbaseret udlicitering af, at der efterspørges og udvikles erfaringer og kompetencer hos en større andel af aktørerne. Lige som andre steder, hvor udvikling af kontrakter sker gennem en praksis løsrevet fra en systematisk og teoretisk funderet viden (Bogetoft & Olesen, 2002; Bogetoft & Olesen, 2004), må resultaterne i spredte partnerskabsbaserede udliciteringer forventes at være risikobetonede og præget af høje omkostninger til opstart, rettelse af misforståelser, erfarings- og kompetenceudvikling, tilfældigheder i processen samt usikkerheder omkring mål og midler.

På trods af den udbredte anvendelse af kontrakter og udlicitering i parkforvaltningerne og den sideløbende introduktion af nye trends, findes der ingen systematisk analyse, der integrerer teori og erfaring for, hvilke forhold der er væsentlige i udformningen af grøn drift på kontrakt. Derfor er de gældende anbefalinger ikke afklaret i forhold til den generelle teori der findes omkring udformning af kontrakter eller de eventuelle afvejninger, der kan være indbygget i udformning af kontrakter.

Ålborg Kommune har som en af de enlige – men modige – svaler forsøgt at virkeliggøre tankerne om partnerskabsbaseret udlicitering i stor skala med udgangspunkt i ideerne fra projekt Helhedsorienteret Parkforvaltning. Udliciteringen udviklede sig i praksis til en minimumsversion af partnerskabsbaseret udlicitering (Bojsen, 2006; Dahl & Bojsen, 2006) og siden entreprisestarten i 2006 har man i løbet af det første år indhøstet en række erfaringer, der har

udgjort et godt grundlag for at gøre det bedre fremover (Holgersen, 2007). Ålborg Kommune illustrerer derfor ganske godt ovennævnte pointe omkring problemstillingerne ved en udvikling i praksis, der sker løsrevet fra et mere systematisk grundlag. I et handlingsorienteret læringsperspektiv (Argyris, 1993, 1999) vil det her være væsentligt at uddrage og udbrede den læring omkring mål og midler, som ligger i Ålborg Kommunens erfaring.

Ved projektets afslutning kan det konstateres at partnerskabsbaseret udlicitering stadig står højt på dagsordenen i den offentlige parkforvaltning. På en workshop for branchen i foråret 2007 fremgik det således, at udviklingen af partnerskaber stadig anses som værende en af de væsentligste udfordringer fremover (Lindholst & Randrup, 2007). I efteråret 2007 blev dette endvidere bekræftet på et seminar afholdt af 'Den Grønne Tænketank'. Samtidig kan det konstateres, at det stadigvæk er begrænset, hvad der er indhøstet herhjemme af konkrete erfaringer med partnerskabsbaseret udlicitering.

Endvidere kan der dannes en parallel mellem hvordan partnerskabsbaseret udlicitering i dag søges udbredt og legitimeret, og hvordan traditionel udlicitering tidligere har været søgt udbredt og legitimeret. I et 'organisatorisk felt' vil en række centrale aktører og institutioner være med til at udbrede og understøtte bestemte måder at organisere sig på (DiMaggio & Powell, 1983; Scott, 1995). Ideen om partnerskab mellem det offentlige og private har fx været kritiseret for at dække over nykonservative og nyliberale målsætninger omkring en stadig større overdragelse af opgaver til det private fra det offentlige (Linder, 1999; Miraftab, 2004).

Ligeledes kan der være en 'institutionel skævvridning' i de anbefalinger, der udbredes og legitimeres på det overordnede niveau i parkforvaltningen. Dette gælder således også for baggrunden i indeværende projekt. Dette er søgt imødegået ved både at gøre en mulig skævvridning bevidst i projektet, herunder sikre en modvægt igennem valg af forskningstilgang og -metode.

Formål og udfordring

Afhandlingen har til formål at bidrage til et videnskabelig funderet grundlag, der kan understøtte praksis med henblik på en fortsat udvikling af udbud og udlicitering af grønne driftsopgaver. For en afhandling, der forventes at bygge på undersøgelser af konkrete erfaringer, har de begrænsede erfaringer med partnerskabsbaseret udlicitering i dansk parkforvaltning i et almindeligt forskningsperspektiv udgjort en stor udfordring. Sat på spidsen drejede udfordringen sig om, hvordan man kunne undersøge noget der (næsten) ikke eksisterede.

TO SPØRGSMÅL TIL UDLICITERINGEN AF GRØN DRIFT

Gennem undersøgelsen af udbud og udlicitering af grøn drift har projektet søgt at bidrage til at imødegå to hovedudfordringer i den offentlige parkforvaltning. Stillet overfor udfordringen med at udlicitere grøn drift er den første udfordring, at identificere de former for udbud og udlicitering, der 'passer' til grøn drift. I parkforvaltningens historiske udvikling har de grundlæggende valgmuligheder i dag manifesteret sig som henholdsvis traditionel og partnerskabsbaseret udlicitering.

Den anden udfordring relaterer sig til den omstændighed, at hvad der er passende i en sammenhæng ikke nødvendigvis er passende i en anden sammenhæng. Selvom en række gennemgående udfordringer og træk er fælles i den offentlige parkforvaltning som helhed, er der samtidig en række individuelle forhold og vilkår, der gør hver enkelt parkforvaltning til noget særligt. Anvendelsen af forførende tekniske metaforer som fx 'værktøj' eller 'udbudsteknik' kan gøre sit til at glemme denne omstændighed. Udgangspunkt, forhåndenværende kompetencer, organisatoriske rammer, historie og interesser er her med til, at definere hvad der er muligt og ikke muligt i den enkelte parkforvaltning.

Derfor er det ikke tilstrækkeligt at vide, hvilken form for udlicitering af grøn drift, der i almindelighed kunne tænkes at være passende. Det er lige så vigtigt at vide hvordan udlicitering af grøn drift kan – og ikke kan – tilpasses og anvendes i en konkret sammenhæng. De to spørgsmål er:

1) Hvilken form for udlicitering passer til den grønne drift?

2) Hvordan tilpasses og anvendes udliciteringen af grøn drift i konkrete sammenhænge?

De to spørgsmål kan forstås som henholdsvis 'målet' og 'vejen' i forhold til udlicitering af grøn drift i parkforvaltningen. Det vil sige, at der stilles spørgsmål om, *hvor* man bør bevæge sig hen og, *hvordan* man kommer derhen. De to spørgsmål har været styrende for hele projektet og besvares i denne sammenfatning.

ANVENDT TEORI

Undervejs har projektet anvendt en række forskellige teorier. Transaktionsomkostnings-teori, relationel kontraktteori og teori om motivation har været anvendt undervejs som tre generelle perspektiver på de to hovedspørgsmål. Teorierne har været brugt undervejs til at belyse forskellige problemstillinger. I nedenstående er det formålet at give en kort introduktion til de anvendte teorier af relevans for kontrakter og relationer mellem kontraktpartner. Uddybende diskussioner af teorierne og deres anvendelse forefindes i paper 1-5. Rækkefølgen i præsentationen af teorierne repræsenterer også en kronologisk oversigt for udviklingen i projektets teoretiske perspektiver.

Transaktionsomkostningsteori

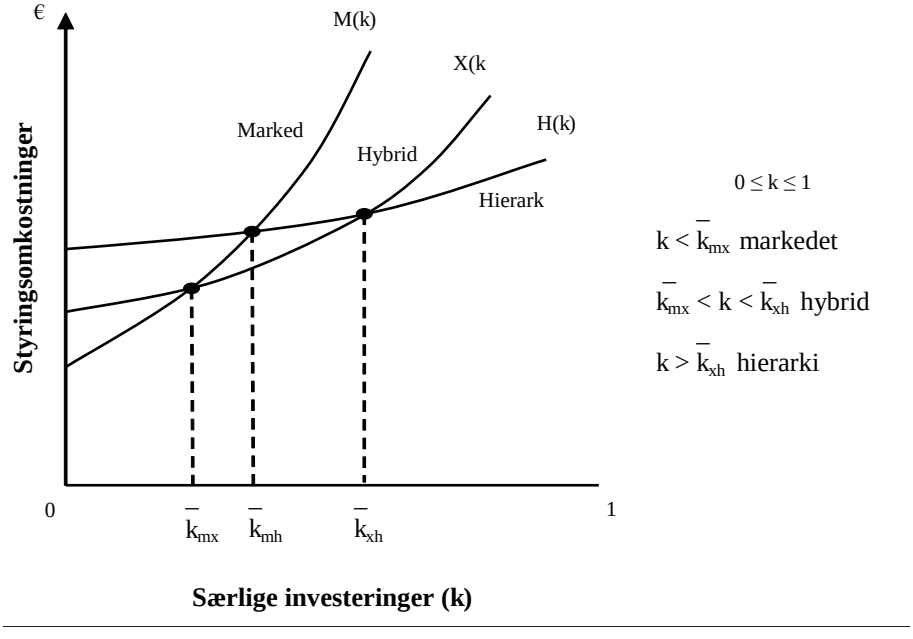
I transaktionsomkostningsteorien må et 'rationelt' kontraktmæssigt eller organisatorisk arrangement adressere problemer relateret til planlægning, tilpasning, og koordinering af udvekslinger af tjenesteydelser relativt mere omkostningseffektivt end andre arrangementer (Williamson, 1991). Analyser af udlicitering i den offentlige sektor på grundlag af transaktionsomkostningsteori er sket med både kvalitative (Bryson, 1984; Kavanagh & Parker, 2000) som kvantitative metoder (Brown & Potoski, 2003, 2004; Tavares & Camönes, 2007). En central antagelse i transaktionsomkostningsteorien er antagelsen om at det mest omkostningseffektive kontraktmæssige og/eller organisatoriske arrangement varierer systematisk med en transaktions karakteristika.

Transaktionsomkostninger kan defineres som de aktiviteter som parterne til en transaktion engagerer sig i for at sikre sig at de givne og modtagne værdier er i overensstemmelse med forventningerne. Denne definition peger på det underliggende forhold, der genererer transaktionsomkostninger. Transaktionsomkostninger opstår som en konsekvens af at parterne engagerer sig i aktiviteter der søger at minimere *usikkerhed* i forbindelse med udvekslingen af tjenesteydelser. I transaktionsomkostningsteorien består kilderne til usikkerhed af risikoen for opportunistisk adfærd samt begrænset information og kapacitet til at behandle information (Williamson, 1981). Williamson har skelnet mellem 'før' og 'efter' omkostninger som to typer af transaktionsomkostninger. Før omkostninger er affødt af aktiviteter til planlægning, forhandling og sikring af en kontrakt, hvor efter omkostninger er affødt af omkostninger til forkerte dispositioner (herunder forkert valg af kontrakt/organisation), ændring af forkerte dispositioner, håndtering af konflikter og sikring af at aftaler føres ud i livet (Williamson, 1985, p. 20-1). Afhængig af en transaktions karakteristika har alternative arrangementer forskellige før- og efter-omkostninger. Kontrakten kan her betragtes som en omkostning (i form af de aktiviteter), der sikrer udvekslingen af ydelser. I forlængelse heraf betegner kontraktens effektivitet i hvilken grad forventningerne om afgivne og modtagne værdier indfries i en

aftale om gensidig udveksling af ydelser (Ouchi, 1980).

Transaktionsomkostningsteori har oprindeligt været anvendt til at analysere private firmaers valg mellem at producere selv eller at købe på markedet til at forklare hvorfor organisationer opstår (som profitmaksimerende firmaer) når markedet almindeligvis betragtes som det mest omkostningseffektive valg (Coase, 1937). Forklaringen på hvorfor organisationer i nogle tilfælde er mere omkostningseffektivt end markedet fandtes i de relative transaktionsomkostninger (som forklaret i ovenstående).

I de senere år er transaktionsomkostningsteorien blevet anvendt til at analysere offentlige organisationers valg af arrangementer. Her har transaktionsomkostningsteorien udgjort et kritisk fundament i analysen af reform-initiativer der promoverer markedsbaserede løsninger i det offentlige sektor. Særligt går transaktionsomkostningsteorien videre end betragtninger, der ser markedet som a priori overlegent (Coulson, 1997; Marsh, 1998).



Figur 1. *Styringsomkostninger. Figuren illustrerer sammenhængen mellem styringsomkostninger og graden af særlige investeringer for tre alternative måder at organisere udvekslinger af ydelser. Afhængigt af graden af særlige investeringer vil forskellige alternativer være mest omkostningseffektive. Kilde: Williamson 1991.*

Der kan angives en række reservationer til anvendelsen af transaktionsomkostningsteorien i en offentlig kontekst. Dette gælder de mere tvetydige mål, den større kompleksitet i omgivelserne og påførte politiske og lovgivnings-

mæssige begrænsninger på valg mellem alternative arrangementer (Brunsson, 1993, 2002). Offentlige organisationer kan dog stadig ses som formålsrettede organisationer der søger at reducere/minimere risiko og usikkerheder (Brown & Potoski, 2003). I litteraturen er det muligt at identificere en række nøgleforhold der medfører forskellige transaktionsomkostninger under alternative arrangementer. I Williamsons almindelige ramme udgøres tre nøgleforhold af særlige investeringer, hyppighed for udvekslinger og usikkerhed i omgivelserne. Senere har Jones et al. (1997) tilføjet kompleksitet i opgaven. Connor & Prahalad (1996) har tilføjet niveauet af konkurrence i markedet. Maher (1997) har komplementært hermed tilføjet markedets struktur som et nøgleforhold. Hvert nøgleforhold influerer hvordan et arrangement kan minimere styringsomkostningerne. Figur 1 angiver hvordan særlige investeringer giver anledning til forskellige styringsomkostninger under henholdsvis en ramme for konventionel markedstransaktioner (marked), en særligt tilpasset ramme (hybrid), samt inden for en organisation (hierarki). Det omkostningseffektive valg af arrangement afhænger her af omfanget for de særlige investeringer.

Transaktionsomkostningsteorien har været anvendt til at udvikle en forståelse af udlicitering der rækker videre end udgangspunktet for traditionel udlicitering. Dette udgangspunkt har været præget af en tro på markedets generelle overlegenhed i forhold til offentlige egenproduktion på grund af en modstilling mellem konkurrence og monopol (fx Coulson, 1997). Transaktionsomkostningsteorien giver her anledning til både at spørge om udlicitering altid er det mest omkostningseffektive, samt anledning til at spørge om der findes flere alternative måder at udlicitere på.

Relationel kontraktteori

Den amerikanske kontraktteoretiker Ian Macneil (1974, 1978, 1980, 2000a, 2000b; 2001) har udarbejdet en bredere tilgang til analysen af kontrakter, hvor kontrakter betragtes som en social institution tæt indvævet i sociale relationer. Transaktionsomkostningsteorien som beskrevet i ovenstående kan ses som en særlig (og mere formaliseret) udgave af denne 'relationelle tilgang'. Den relationelle tilgang tager sit udgangspunkt i de fire nedenstående antagelser, der dækker både erfaringsmæssige, erkendelsesmæssige, som anvendelsesmæssige implikationer:

- Alle økonomiske transaktioner (herunder kontraktbaserede) er ikke kun et resultat af økonomiske beregninger, men er også et resultat af en række overordnede relationer og normer (erfaringsmæssig implikation).
- For at forstå økonomiske transaktioner er det derfor nødvendigt, at forstå de overordnede relationer og normer (erkendelsesmæssig implikation).

- En dækkende analyse af en økonomisk transaktion forudsættes derfor af en analyse af både de økonomiske som de relationelle og normative aspekter (metodemæssig implikation).
- En dækkende analyse sikrer ligeledes en mere praktisk anvendelig analyse end en analyse, der udelader de relationelle og normative aspekter (anvendelsesmæssig implikation).

Med dette udgangspunkt åbner den relationelle tilgang for at inkludere både sociale, organisatoriske, politiske, lovgivningsmæssige og psykologiske forhold i analysen af økonomiske transaktioner. Den relationelle tilgang erstatter således ikke traditionelle økonomiske tilgange, men supplerer og udvider sådanne. Ian Macneil har sammenfattet beskrivelsen af kontrakter igennem opstillingen af en række almindelige kontraktmæssige normer. Normerne angiver hvilke adfærdsmæssige forventninger, der er gyldige i en konkret sammenhæng. De almindelige kontraktnormer kan sammenfattes i følgende 10 dimensioner:

- Normer for rollefordeling (fx arbejdsdeling)
- Normer for gensidighed (fx udveksling af ydelser)
- Normer for planlægning (fx hvordan parterne organiserer planlægningen af aktiviteter)
- Normer for intentioner (fx hvilke interesser og forventninger, der er gyldige at indregne i kontrakten)
- Normer for fleksibilitet (fx i hvilken grad man kan tilpasse og ændre i kontraktens ydelser og vilkår)
- Normer for solidaritet (fx parternes forventninger om overholdelse af kontrakten)
- Normer for interessernes forventninger (hvilke interesser uden for kontrakten, der er gyldige at medregne)
- Normer for etablering og begrænsning af magtbeføjelser (fx overdragelse og fordeling af beslutningskompetence mellem parterne)
- Normer for anvendelsen af midler (fx hvilke metoder, der må anvendes af partnerne i kontraktforholdet for opfyldelsen af kontrakten)

- Normer for sammenhæng med den overordnede sociale sammenhæng (fx sammenhængen mellem sanktioner specificeret i kontrakten og andre mulige sanktioner eller adfærdsmæssige begrænsninger)

Opdelingen af de fælles kontraktnormer i 10 kategorier er ikke entydig/endelig og kontraktnormerne kan opdeles yderligere eller sammenfattes i mere overordnede normer. Macneil har identificeret 2 overordnede normer, der på hver deres måde kombinerer og konkretiserer de almindelige normer. Sammenfatningen i de overordnende normer giver mening fordi de forskellige dimensioner forbindes af en indre sammenhæng (’rationale’). Kort fortalt underbygges den ’transaktionelle’/’diskrete’ kontrakt af en række fælles normer, der understøtter en entydig udveksling af specificerede tjenesteydelser, mens den ’relationelle’ kontrakt underbygges af fælles normer der understøtter selve forholdet mellem partnerne.

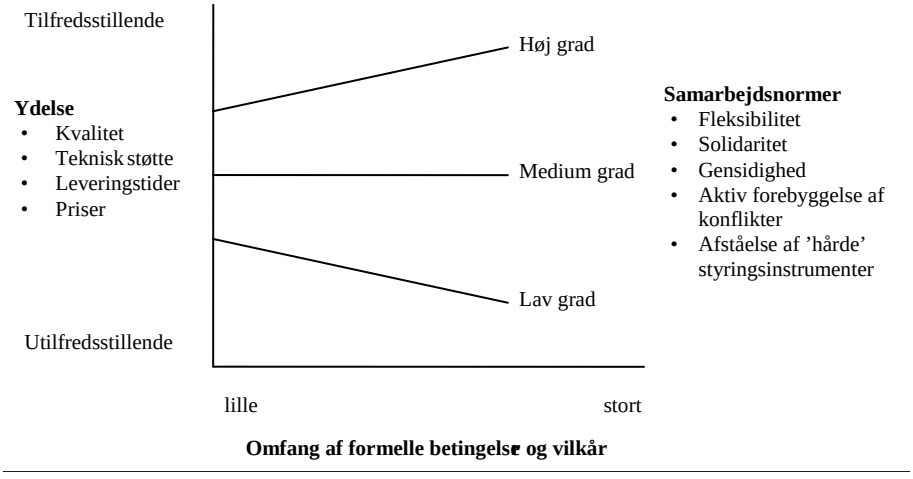
Den transaktionelle kontraktnorm tilsiger at gensidigheden i kontrakten består af udveksling af specificerede ydelser (typisk penge for en serviceydelse). Modsat tilsiger den relationelle kontraktnorm ikke noget bestemt tidsrum hvorpå en ydelse gengældes eller hvordan denne gengældes. Kontraktforholdet anses for at være vedvarende og uden afslutning. Solidariteten i den transaktionelle kontraktrelation er hovedsagelig ekstern, dvs. at parternes tilskyndelse til at opretholde kontrakten er funderet i truslen om sanktioner, der garanteres af ydre forhold (fx det legale system). Modsat er solidariteten i en relationel kontraktform hovedsagelig intern. Det vil sige, at parternes tilskyndelse til at opretholde kontrakten er funderet i selve kontraktforholdet.

I forhold til den overordnede sociale sammenhæng ser den transaktionelle kontraktnorm bort fra alle andre relationer end den pågældende transaktion (udveksling). I sin rene form antager den transaktionelle kontraktnorm, at der ikke findes, har fundet, eller vil findes andre berøringer mellem parterne end den pågældende transaktion. Dette er et fiktiv og i realiteten er alle kontrakter indlejret i en social sammenhæng (relationelle), men der er stadig forskel i hvordan man betragter forholdet mellem kontrakten og den overordnede sociale sammenhæng. Den relationelle kontraktnorm forudsætter her en omfattende social sammenhæng (et samfund, et sprog, økonomi, implicit viden, etc.) som påvirker den enkelte kontraktmæssige relation og de indeholdte transaktioner.

Den relationelle kontraktnorm inkluderer således også et fokus på interpersonelle relationer i kontrast til givne organisatoriske og kontraktmæssige roller. De personlige interaktioner, den ’psykologiske’ kontrakt, den implicitte ’sense-making’ og samspillet med de formelle forhandlingsprocesser, den formelle kontrakt og de formelt indskrevne roller bliver således væsentlige faktorer i relationelle kontrakter (Ring & Van De Ven, 1992, 1994). Det indre rationale i de transaktionelle og relationelle kontraktformer skal ses som havende forskellige egenskaber hvis hensigtsmæssighed afhænger af en række

faktorer. Dette gælder særligt den sociale sammenhæng og de pågældende ydelser kontrakten omfatter. Hvilke kontraktformer, der er hensigtsmæssige, kan således kun bedømmes i et sammenlignende perspektiv, der tager højde for de konkrete omstændigheder kontrakten fungerer under.

Ring & Van de Ven (1992) har udvidet den teoretiske ramme for transaktionsomkostningsteorien til også at omfatte de relationelle aspekter som betydende for nedbringelsen af transaktionsomkostninger. Betydningen af tillid mellem partnerne er her et vigtigt element, der kan erstatte omkostninger til formelle kontraktelementer i længerevarende og gentagne kontraktforhold. Dette er påpeget af blandt andre Lorenz (1999) og i forhold til partnering i byggesektoren understøttet i studier af fx Wong et al. (2005) og Wong & Chung (2005). Williamson har i et modsvar argumenteret, at tillid i kontraktrelationer dybest set også bygger på et kalkulativt grundlag og derfor ikke er at betragte som 'rigtig' tillid eller i det mindste at tillidsbegrebet i teoretisk forstand er overflødigt (Williamson, 1993a, 1993b, 1993c).



Figur 2. *Samarbejdsnormer og ydelser i kompleks opgavevaretagelse. Figuren illustrerer betydningen af godt samarbejde i en kontrakt, når de ydre forhold for kontrakten løbende ændrer sig. I figuren gengives sammenhængen mellem ydelsen og omfanget af formelle betingelser og vilkår i kontrakter når graden er samarbejds-normer er henholdsvis lav, medium og høj. Figuren er gengivet fra Cannon et al. (2000).*

Den relationelle tilgang er endvidere blevet anvendt i en række studier af effektiviteten af forskellige kontraktformer. Betydningen af de relationelle aspekter er her blevet testet. I en kvantitativ analyse baseret på spørgeskemadata har Cannon et al. (2000) konkluderet at en høj grad af samarbejde (manifesteret ved normer for fleksibilitet, gensidighed, solidaritet, gensidighed og begrænsning af

anvendelse af formelle rettigheder) hænger positivt sammen med de opnåede resultater (kvalitet, teknisk support, pris og leveringstider) når omgivelserne er præget af stadige forandringer og/eller er komplekse (forandringer i teknologi, priser, betingelser). Studiet fandt endvidere at omfanget af det formelle juridiske grundlag (herunder betingelser og vilkår) ikke kunne substituere et godt samarbejde. Derimod kunne det formelle grundlag enten underbygge og styrke resultaterne i et allerede godt samarbejde eller forværre resultaterne såfremt et godt samarbejde ikke var på plads. Figur 2 illustrerer denne sammenhæng.

Lignende resultater kan forefindes i senere studier af Poppo & Zenger (2002) og Fernandez (2007). Hvor studierne hos Cannon et al. og Poppo & Zenger tager udgangspunkt i private-private kontraktrelationer tager Fernandez udgangspunkt i offentlige-private kontraktrelationer (dvs. udliciterede opgaver).

Den relationelle kontraktteori har dannet baggrund for udvælgende af cases i afhandlingen.

Motivationsteori

En tredje teoriretning der har underbygget projektet er teori om motivation. Motivation i særligt transaktionsomkostningsteorien er betragtet meget snævert. Motivation er her forstået som 'opportunistisk'. Ghoshal & Moran (1996) har givet en kritik heraf i forhold til anvendelsen af sådanne antagelser i praksis. Kort forklaret vil forventninger om opportunistisk adfærd skabe opportunistisk adfærd.

Mainstream litteratur om udlicitering (Boyne, 1998a, 1998b; Domberger & Fernandez, 1999; Domberger & Jensen, 1997a, 1997b; Kettl, 1993; Savas, 1982, 2000; Walsh, 1995) forestiller sig at omkostningseffektivitet bygger på 'relative priseffekter' og på et fundamentalt niveau er betinget af de ydre incitamenter der gives gennem konkurrence. Relative priseffekter betyder at ændringer i det mulige økonomiske udkomme for at udføre en bestemt opgave, vil ændre den indsats, der vil blive ydet. I et principal-agent perspektiv som det er formuleret i økonomisk teori (Fama & Jensen, 1983; Jensen & Meckling, 1976) er de ydre incitamenter givet ved både belønning (økonomisk betaling) samt kontrol og regulering. Kontrol og regulering kan dermed minimere udkommet ved opportunistisk adfærd (fx ved kun at udføre det arbejde, der er sandsynlighed for at blive kontrolleret).

Gennem økonomiske perspektiver på den offentlige organisation såsom public choice skolen (Niskanen, 1994) og principal-agent teori anvendt i en offentlig kontekst, er udlicitering betragtet som en del af en større konkurrencebølge, der har kunnet kurere manglende omkostningseffektivitet og andre dårligdomme i den offentlige sektor (Kettl, 1993). Bekendelsen til ydre incitamenter, som forklaringsmodel for omkostningseffektivitet, er udtrykt meget klart i følgende citat af den amerikanske privatiseringsfortaler E.S. Savas:

"I den offentlige sektor er der kun et lille incitamentet til at opnå omkostningseffektivitet og ledelsen mangler instrumenter til at kontrollere menneskelige og finansielle ressourcer. I den private sektor er der både gulerødder, i form af løn og forfremmelse og stokke, i form af degradering og fyring… …Det er ikke et spørgsmål om offentlige og private, men et spørgsmål om monopol eller konkurrence (Savas, 2000, p.76)."

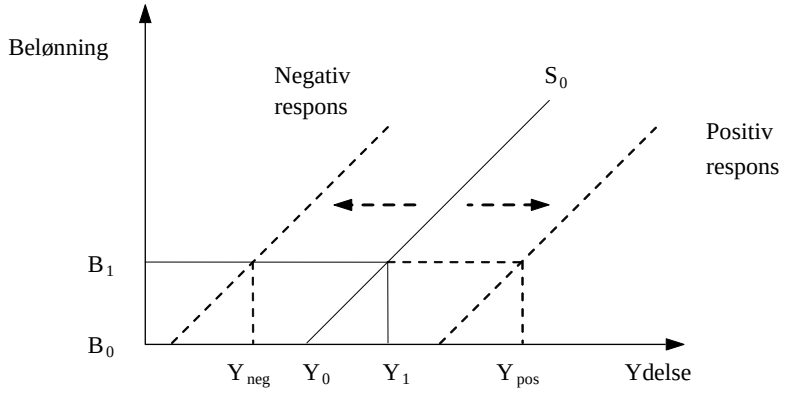
Ved at kombinere økonomiske og psykologiske perspektiver er det muligt at anlægge et mere nuanceret syn på motivation. Motivation kan her ses som et resultat af både ydre incitamenter og den indre motivation. En person kan her i udgangspunktet have en indre tilfredsstillelse eller tilskyndelse til at udføre et stykke arbejde. Denne er særligt afhængig af kompetenceniveau, mulighed for indflydelse på udførelsen af arbejdet eller tilhørsforholdet til arbejdet (Ryan & Deci, 2000).

Der opstår et problem, fordi ydre incitamenter kan udvande den indre motivation for nogle typer af arbejde. Derfor kan anvendelsen af ydre incitamenter vise sig at være mindre produktiv end forventet. I værste tilfælde kan anvendelse af ydre incitamenter vise sig at være direkte modproduktivt. Denne effekt har Deci (1976). blandt andet betegnet som 'belønningens skjulte omkostning' ('the hidden costs of reward'). Dette gælder særligt såfremt et arbejde i udgangspunktet opfattes som engagerende eller interessant (Deci et al., 1999). Omvendt kan det forventes, at såfremt arbejdet opfattes som 'kedeligt' eller er tilrettelagt uengagerende, vil kun ydre incitamenter være effektive (Lazear, 2000).

Frey & Jegen (2001) har underbygget, at ydre incitamenter også kan styrke den indre motivation og dermed øge arbejdsindsatsen mere end det, der kunne forventes ud fra den relative priseffekt. Såfremt de ydre incitamenter opfattes som kontrollerende, vil de udvande den indre motivation, hvorimod at såfremt at de ydre incitamenter opfattes som støttende vil de styrke den indre motivation. Når de ydre incitamenter opfattes som kontrollerende, vil det undergrave en persons tillid til egne kompetencer og tiltro til betydningen af egne beslutninger. Ydre incitamenter, der opfattes som støttende, vil her styrke tilliden til egne kompetencer og tiltroen til betydningen af egne beslutninger. Figur 3 opsummerer sammenhængene mellem ydre incitamenter, indre motivation og indsats/ydelse i motivationsteorien.

Opsummering

Hvor særligt transaktionsomkostningsteorien tager udgangspunkt i forhold vedrørende hvordan man koordinerer økonomiske relationer på de mest omkostningseffektive måder, berører temaet 'motivation' et andet helt centralt punkt omkring ledelse og styring af økonomiske aktiviteter. Den skitserede teori omkring motivation åbner dette tema op på en måde, der kan rumme flere alternative opfattelser af, hvad der motiverer mennesker. I forhold til baggrunden for projektet er det netop en forståelse i praksis af, at mennesker ikke alene



Figur 3. *Sammenhæng mellem incitamenter, motivation og ydelse. I figuren illusteres incitamenters modsatreddede virkninger, herunder udvandningseffekter. I udgangspunktet forventes sammenhæng mellem belønning og ydelser at følge S0. Man forventer således at en øgning af belønningen fra B0 til B1 vil øge ydelsen fra Y0 til Y1. Såfremt at dette skaber en negativ psykologisk respons, risikerer man at ydelsen – mod forventning – falder (Yneg). Såfremt at belønningen skaber en positiv respons, vil ydelsen til gengæld stige mere end forventet (Ypos).*

motiveres af snævre egeninteresser baseret på ønsker om størst mulig økonomisk vinding. Denne erkendelse er bestemt ikke ny (fx Fox, 1974; Herzberg et al., 1959), men først på det seneste er der en begyndende erkendelse af at erkendelsen må integreres i større grad til inden for bl.a. økonomiske tilgange til studier af organisationer (Foss, 2002) og studier af udlicitering i det offentlige (Jensen & Stonecash, 2005).

De præsenterede teorier giver også et kronologisk overblik over hvordan teoriforståelsen i projektet har udviklet sig. I forhold til antagelserne om markedets overlegenhed i offentlige reformer har transaktionsomkostningsteorien angivet et grundlag, der antager, at der er fordele og ulemper ved forskellige måder at organisere produktionen af ydelser på. I projektet er dette ikke et spørgsmål om for eller imod udlicitering, men et spørgsmål om forskellige måder at udlicitere på.

Den relationelle teori er et mere omfattende teoretisk perspektiv, der tillader, at der inddrages flere dimensioner i analysen af kontrakter. Dette åbner blandt andet op for, at adfærd i kontrakter antages delvist at udvikles og bestemmes i samspillet mellem parkforvalter og entreprenør. Dette betyder, at der ikke kan gives a priori løsninger uafhængigt af sammenhæng. Dette er et fælles udgangspunkt for både offentlige reformer og transaktionsomkostningsteorien. I projektet er det særligt et fokus på motivation, der er taget op som en ny afgørende dimension. Motivationsteorien udgør her et nyt perspektiv på udlicitering.

METODE

I det følgende gennemgås hvordan projektet samlet set, har været organiseret og hvilke tilgange, der har været anvendt til at nå frem til besvarelsen af de to spørgsmål.

Metodemæssigt har projektet samlet set taget sit udgangspunkt i en komparativ tilgang baseret på en række kvalitative case studier (Ragin, 1987, 1991, 1994). Kvalitativt betyder i denne sammenhæng, at hver case (i form af udlicitering af grøn drift indenfor en afgrænset organisatorisk enhed) er undersøgt som en del af den helhed, der udgøres af den umiddelbare sammenhæng, de forefindes i (se fx Ragin & Becker, 1992). Den valgte komparative tilgang baseret på kvalitative case studier har den fordel, at den tillader en stor grad af fleksibilitet og løbende 'dialog' mellem teoretiske perspektiver og de forhold der observeres i praksis.

Inden for den komparative ramme er casene anvendt i sammenhæng, parvis eller enkeltvis enten til at bibringe en større forståelse af komplekse sammenhænge indenfor en afgrænset kontekst (Ragin & Becker, 1992; Weick, 2007) og/eller til at belyse og teoretisere over sammenhænge på tværs af forskellige kontekster (Eisenhardt, 1989, 1991; Eisenhardt & Graebner, 2007; Yin, 1994). I et tilfælde er en case endvidere anvendt som en del af aktionsforskning (Eden & Huxham, 1996; Huxham, 2003; Huxham & Vangen, 2003) med det formål at bidrage til en konkret udvikling af praksis som en del af forskningen.

Kvalitative forskningsmetoder har ofte været kritiseret som værende uigennemsigtige og mere tvivlsomme i forhold til kvantitative forskningsmetoder. Det vil bl.a. sige, at metoderne ikke umiddelbart synes at kunne retfærdiggøre de resultater, der fremføres, eller at resultaterne ikke har relevans i andre sammenhænge end den umiddelbare sammenhæng de frembringes i. Tidligere er det blevet foreslået, at den bedste 'videnskabelige' måde at forbedre case studier på, er ved at 'kvantificere' dem (fx King et al., 1994). En sådan tilgang må siges at skyldes manglende forståelse for, hvordan kvalitative metoder kan anvendes og komplementere kvantitative metoder (Rynes & Gephart Jr., 2004; Shah & Corley, 2006). Bent Flyvbjerg (2004, 2006a) har i en modstilling til kvantitative tilgange underbygget kvalitative tilganges relevans gennem diskussion af 5 centrale pointer.

Værdien af kontekstuafhængig teoretisk viden overfor kontekstafhængig praktisk viden. Mennesker anvender hovedsageligt kontekstafhængig viden til at forandre og udvikle praksis. Studiet af sociale sammenhænge (herunder økonomi, politik m.m.) der løsriver sig fra den konkrete kontekst, vil derfor tendere mod at blive abstrakt og uanvendelig. Der er derfor en udfordring at skabe en viden, der stadig er et resultat af en videnskabelig metode, men samtidig kan være med til at forandre og udvikle praksis (Flyvbjerg, 2005, 2006b). I projektet er

den praksisnære kontekst indkredset i forhold til udbud og udlicitering i den offentlige parkforvaltning. Dette er ikke et 'indre' valg i projektet, men har været fastsat i forhold til den ramme der blev beskrevet i baggrundsafsnittet. Til gengæld har det været et indre valg i projektet, at der er søgt udarbejdet en viden, der er anvendelig i forhold til udvikling af praksis inden for denne kontekst. Herunder en viden, der i praksis kan anvendes under forskellige forudsætninger.

Generalisering på grundlag af casestudier. Der findes ikke kun én korrekt måde at generalisere viden på. Et casestudie kan anvendes til at generaliseres til bredere sammenhænge, men casestudiet kan også bruges til at sætte spørgsmålstegn ved gældende viden. Casestudier er her velegnede til at identificere og forstå nye forhold og sammenhænge. I projektet har det været en grundlæggende udfordring at undersøge et forhold (partnerskabsbaseret udlicitering), der ikke umiddelbart var bredere erfaringer med i parkforvaltningen. En kvalitativ tilgang i projektet har alene af denne grund været oplagt. Metodisk har dette været yderligere understøttet ved at anvende en komparativ tilgang. Valget af cases har her været 'dobbeltfunderet' i både en teoretisk ramme og et krav om bestemte karakteristika (uddybet i nedenstående).

Casestudier kan anvendes i alle faser af forskning. Casestudier har ofte været anset for at være mest anvendeligt til identifikation og opstilling af nye antagelser. Gennem valget af cases og deres karakteristika kan et casestudie dog bruges i alle faser af forskning, fra opstilling og underbygning til generalisering og afvisning af opstillede antagelser. Der findes her en række forskellige måder at udvælge og anvende cases på, der sikrer at casestudier kan anvendes i alle faser af forskningen. I indeværende projekt har cases, i form af kvalitative data, indgået som både teori-udviklende (Eisenhardt, 1989, 1991; Eisenhardt & Graebner, 2007), forståelsesorienteret (Ragin & Becker, 1992), refleksion og udvikling af praksis (Eden & Huxham, 1996; Huxham, 2003; Huxham & Vangen, 2003) test af antagelser (Yin, 1981, 1994) samt et sammenlignende casestudie (Ragin, 1987, 1991, 1994; Ragin & Zaret, 1983). I forhold til de udvalgte cases i projektet har disse kunnet anvendes til at belyse forskellige problemstillinger inden for det overordnede tema. Dette har været afgjort undervejs i projektet. Der har således været et vist 'opportunistisk' element i forskningen, hvor muligheder er blevet afdækket og undersøgt på baggrund af de informationer og tolkninger heraf, der er tilvejebragt undervejs.

Casestudier 'skævvrider' ikke forskning imod bekræftelse af forhåndsantagelser. Casestudier rummer i høj grad muligheden for at afkræfte forhåndsantagelser og opstille nye antagelser i løbet af forskningsprocessen. I forhold til projek-

tet har afkræftelse af forhåndsantagelser gjort sig gældende i forhold til teori og midlertidige tolkninger af cases. Herunder er den oprindelige modstilling mellem partnerskaber og traditionel udlicitering afløst af en bredere fokus på udformning af kontrakter. Teoretisk har projektet udviklet sig og skiftet perspektiver undervejs. Særligt har projektet skiftet fra at have et udgangspunkt i transaktionsomkostningsteori til at omfatte flere sideløbende teoretiske perspektiver. Skiftet har været udløst af en personlig interesse i at afdække forskellige teoretiske perspektiver men er også begrundet i en større forståelse af det partielle i kun at anvende en enkelt teoretisk ramme i forhold til en kontekstorienteret interesse i at bidrage til udvikling af praksis.

Casestudier rummer deres egen måde at fremstille viden på. Opsummeringen af processen i et casestudie kan ofte være vanskelig, mens resultaterne er mindre vanskelige at opsummere. Problemet opstår, fordi det ofte ikke er hensigtsmæssigt at opsummere casestudier i generelle antagelser og teori på grund af sammensætningen af de forhold de søger at afdække. Gode casestudier skal her læses som 'gode fortællinger' (narrative forklaringer) frem for at kopiere kvantitative måder at fremstille viden på. Gode fortællinger i videnskabelig forstand er her kendetegnet ved en årsagsforklaring, der bibringer med en indre sammenhæng i et individuelt hændelsesforløb (fx Abell, 2001; Abell, 2004). I projektet, herunder sammenfatningen, har denne fremstilling af og underbygning af viden søgt anvendt.

Valg af cases

Casene består af en række undersøgelser af udliciteringer af grøn drift i Danmark, England, Sverige og New Zealand. De i alt 15 cases, der er anvendt, er opregnet i Tabel 2. Casene er overordnet udvalgt efter en række kvalitative kriterier (Miles & Huberman, 1994). Inden for forskellige kontekster for implementering af NPM-reformer er udvalget sket i forhold til hvorvidt den enkelte forvaltning havde indgående og systematiske erfaringer med de grundlæggende temaer: grøn drift på kontrakt og partnerskaber. Casene er i projektet søgt anvendt mere specifikt til test af teori, udvidelse af forståelse, opbygning af teori, udvikling af praksis, samt i en samlet tværgående sammenligning.

I sammenligning med andre OECD-lande placerer England og New Zealand som de mest radikale lande i forhold til implementering af NPM-reformer, herunder anvendelsen af udlicitering i den offentlige sektor. England og New Zealand har her anvendt en centraliseret top-down tilgang i implementeringen (Dunleavy, 1997). I sammenligning med New Zealand har reformerne i England været præget af en mere ideologisk tilgang, hvor New Zealand har været præget af en højere grad af pragmatisme (se fx Scott, 2001). I sammenligning med implementeringen af NPM-reformer i England og New Zealand har im-

plementeringen i Norden, herunder i Danmark og Sverige, været baseret på en mere pragmatisk tilgang kendetegnet ved mere decentrale tilgange, hvor forandringer er introduceret trinvis (Klausen & Ståhlberg, 1998). Særligt har Danmark været kendetegnet ved en tilgang, hvor kommunerne har haft en udpræget autonomi i deres implementering af NPM-reformer (Nørgaard & Pallesen, 2003). Læring i praksis og de gode eksemplers magt har her præget implementeringen i Denmark (Greve, 1997). De fire lande repræsenterer således et mix af forskellige centrale og decentrale samt pragmatiske og ideologiske tilgange til implementering af udlicitering.

Tabel 2. *Oversigt over cases. Tabellen giver et overblik over de udvalgte parkforvaltninger, der har dannet grundlag for projektets undersøgelser. Udvalget består af 2 cases fra New Zealand, 2 fra Sverige, 4 fra England og 7 fra Danmark. Karakteristika omfatter følgende beskrivelser: De grønne områders placering i henholdsvis land eller by, om parkforvaltningen anvender delvis egenproduktion, den relative størrelse af parkforvaltningen i forhold til øvrige parkforvaltninger, samt om parkforvaltningen har en historie/erfaringer med udlicitering.*

No	Karakteristika	Kontrakttype
1	DK, by, mellem sum, kort historie, delvis egenproduktion	Udvidet (partnerskab)
2	NZ, by, stor sum, lang historie, delvis egenproduktion	Udvidet
3	UK, by, stor sum, lang historie, delvis egenproduktion	Standard
4	DK, land, lille sum, ingen historie, delvis egenproduktion	Udvidet (partnerskab)
5	DK, land, mellemstor sum, mellemlang historie, egenproduktion	Standard
6	S, by, stor sum, lang historie, fuld udlicitering	Udvidet (partnerskab)
7	UK, by, stor sum, lang historie, fuld udlicitering	Udvidet (partnerskab)
8	UK, by, stor sum, lang historie, fuld udlicitering	Standard
9	DK, by, mellemstor sum, lang historie, delvis egenproduktion	Standard
10	DK, by, stor sum, lang historie, fuld udlicitering	Udvidet
11	DK, land, stor sum, lang historie, fuld udlicitering	Udvidet (partnerskab)
12	UK, by, stor sum, lang historie, fuld udlicitering	Udvidet (partnerskab)
13	S, by, stor sum, lang historie, fuld udlicitering	Standard
14	DK, by, mellemstor sum, lang historie, fuld udlicitering	Standard
15	NZ, by, mellemstor sum, lang historie, delvis egenproduktion	Standard

I Danmark og Sverige har udvælgelsen delvist baseret sig på svarene fra en nordisk spørgeskemaundersøgelse (Persson & Randrup, 2006; Randrup & Persson, 2006) i kombination med nøglepersoners kendskab til branchen. En række spørgsmål afdækkede her i hvor lang tid den enkelte parkforvaltning

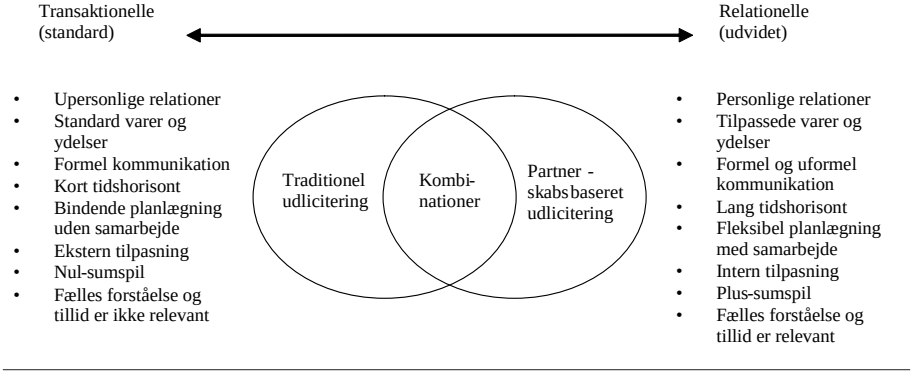
havde udliciteret grøn drift i kombination med graden og typen af udlicitering. Der blev særligt lagt vægt på omfanget af udlicitering, antal år med udlicitering samt variation i forhold til det skitserede kontinuum.

I Danmark har nøglepersonerne været tilknyttet Skov & Landskab, Københavns Universitet. I Sverige har nøglepersonerne været tilknyttet ALNARP, Sveriges Lantbruksniversitet. I England og New Zealand har udvælgelsen udelukkende baseret sig på nøglepersoners kendskab til branchen. I England har nøglepersonerne primært været tilknyttet CABE Space og Institute of Landscape, Sheffield University. I New Zealand har nøglepersonerne været tilknyttet UNITEC, Auckland. Valget af cases i England og New Zealand er grundlæggende sket ud fra samme kriterier som valget af cases i Danmark og Sverige.

Det foreligger en skævvridning i det udvalgte sæt af cases, da enkelte af parkforvaltningerne i de oprindeligt udvalgte cases bevidst valgte ikke at deltage eller har givet yderst mangelfulde svar i interviews. Årsagerne hertil formodes enten at have været grundet i, at man var bange for at information ville blive anvendt strategisk af andre aktører eller at man ikke har villet fremstille dårlige erfaringer for en bredere offentlighed. I et læringsmæssigt perspektiv er dette selvfølgeligt uheldigt da identifikation af 'fejl' er en forudsætning for målrettet læring og udvikling i organisationer (Argyris, 1993, 1999).

I teoretisk forstand dækker de 15 cases et bredt udsnit af mulige udformninger og tilgange til kontrakter. I forhold til den relationelle kontraktteori (Macneil, 1974, 1980, 2000a, 2000b) dækker de 15 parkforvaltninger hele kontinuumet gående fra 'transaktionelle' til 'relationelle' kontrakter. Figur 4 skitserer dette kontinuum.

I forhold til de kontraktformer, der blev indkredset i baggrundsafsnittet, er den traditionelle tilgang til udlicitering via fokus på specifikation, prissætning, kontrol og sanktion en konkretisering af den transaktionelle norm mens part-



Figur 4. *Kontrakter på et kontinuum. Figuren illustrerer en række træk ved henholdsvis transaktionelle (standard) og relationelle (udvidede) kontrakter.*

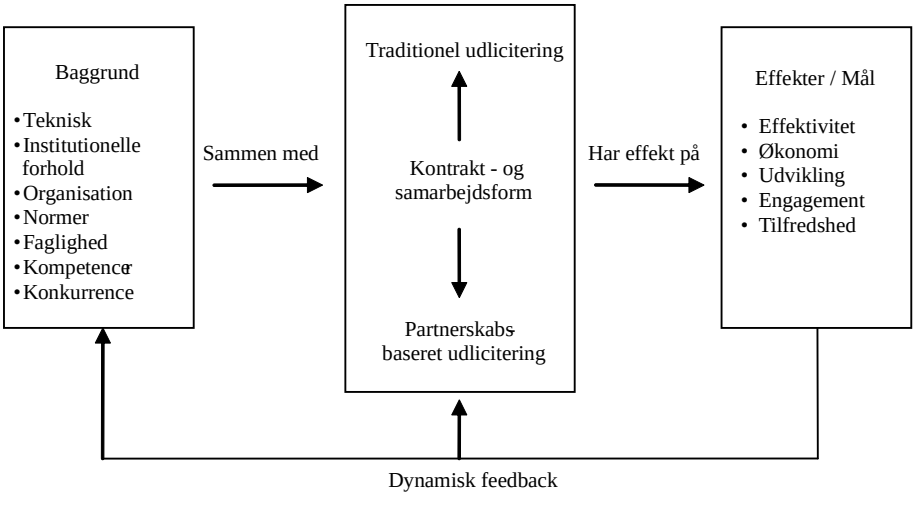
nerskabsbaseret udlicitering yderligere konkretiserer den relationelle norm. Hvor den traditionelle udlicitering indeholder et snævert fokus på udveksling af ydelser, indeholder mere relationelt orienterede kontraktformer for udlicitering yderligere eller andre aspekter i kontrakten.

I de 15 parkforvaltninger er der to forskellige versioner af den relationelle kontraktform (eller partnerskabsbaseret udlicitering) tilstede. Den ene version repræsenterer en forlængelse af den traditionelle tilgang, hvor det oprindelige fokus er bevaret som en kerne og udvidet med yderligere aspekter. I den anden version er den traditionelle tilgang afløst af et mere overordnet fokus på strategiske målsætninger som primær mekanisme for koordination i kontrakten. Denne version rummer stadig en underliggende specifikation af den grønne drift i traditionel forstand (fx tilstands- og udførselskrav), men det væsentlige for parterne er opfyldelsen af mere langsigtede målsætninger eller mere helhedsmæssige betragtninger.

Undersøgelse af individuelle cases

Undersøgelsesmodellen (Figur 5), der har dannet grundstrukturen i belysning af hver case, er en delvis omskrivning af en nyinstitutionel forståelsesmæssig ramme af økonomiske transaktioner som foreslået af Oliver E. Williamson (1975, 1985, 1996). I denne ramme fokuseres der på de tre analysemæssige niveauer: institutionelle niveau, kontraktmæssige niveau og det adfærdsmæssige niveau (samt samspillet imellem niveauerne). Den ramme, der er udarbejdet af Oliver E. Williamson, bygger på snævre adfærdsmæssige forventninger om egennyttig og opportunistisk adfærd. I projektet er der med inspiration i Ian Macneils analyse af kontrakter som 'sæt af normer' (Macneil & Campbell, 2001) og påpegningen af det selvopfyldende i at anvende negative forhåndsantagelser om adfærd som basis for udformning af økonomiske relationer (Ghoshal & Moran, 1996) taget en mere åben tilgang til det adfærdsmæssige niveau, herunder at tillid og positive forventninger (Cannon et al., 2000; Gambetta, 1988; Lorenz, 1999; Poppo & Zenger, 2002) er afgørende faktorer i kontrakters effektivitet.

I hver case er det som et minimum søgt at foretage interviews med både ansatte i parkforvaltningen og hos entreprenøren. Det har været prioriteret, at interview blev foretaget med personer med direkte ansvar og kendskab til den daglige drift og kontraktstyring. Yderligere har personer med et mere overordnet ansvar og ledelse været interviewet, men ikke i alle tilfælde. I enkelte tilfælde har det kun været muligt at lave interview med parkforvaltningen. I alt er der foretaget over 43 interviews i perioden 2004 til 2007. I umiddelbar forbindelse med interviews er kontraktmaterialet og andre relevante dokumenter gennemgået. Dette har fx omfattet strategipapirer, udbuds- og kontraktmateriale, handleplaner, hjemmesider og baggrundsnotater.



Figur 5. *Undersøgelsesmodel, der skitserer den underliggende opfattelse af hvilke hovedtemaer, aspekter (variable) og dynamikker, der er afgørende i udlicitering. På grund af den dynamiske feedback kan de afhængige variable (effekter /mål) alt efter undersøgelsespersektiv også optræde som uafhængige variable (baggrund, kontrakt- og samarbejdsform).*

Interviewene har været struktureret gennem en række teamer og halvåbne spørgsmål (se interviewguides i appendix). Temaerne og de halvåbne spørgsmål har muliggjort, at casene har kunnet sammenlignes på tværs, samtidig med at særlige forhold har kunnet afdækkes. I de cases, hvor der har været særligt interessante forhold at afdække, er der foretaget mere omfattende undersøgelser. Dette har bl.a. omfattet yderligere undersøgelser i parkforvaltningen; herunder åbne interviews, direkte observationer, samt dokumentstudier. I et tilfælde har dataindsamlingen også omfattet en mere aktiv involvering med praksis i form af aktionsforskning. Herved er data bl.a. blevet præsenteret og diskuteret med de pågældende aktører med henblik på at forandre praksis.

Interviewene er efterfølgende transskriberet således, at de har kunnet danne datagrundlaget for forskellige teoretiske belysninger. Endvidere er nogle cases undersøgt mere indgående på baggrund af en sammenligning inden for hele udvalget. Dette har bl.a. omfattet interviewrunder i de udvalgte cases omkring mere specifikke problemstillinger. I forhold til de nævnte teknikker for kvalitativ dataindsamling er samlingen af kvalitative metoder i Miles & Huberman (1994) anvendt som grundlag.

RESULTATER

Projektets resultater er indeholdt i en række manusripter udarbejdet med henblik på videnskabelig publikation. Resultater og konklusioner er således underbygget af anvendelsen af videnskabelig metode. I Tabel 3 er der givet en kort oversigt for overskrift, problemstilling, tilgang, datagrundlag, teori m.m. i paper 1-5. Herunder har paper 3 været præsenteret på en videnskabelig konference[1] og paper 4 er publiceret i Urban Forestry & Urban Greening vol.7(2) 2008.

Tabel 3. *Oversigt over papers.*

No. og titel	(1) Exploring the comparative efficiency of standard and non-standard contracting	(2) Trust as a tool in public service contracting	(3) Managing incentives and motivation in public service contracting	(4) Improving contract design and management for urban green space maintenance	(5) Ten design issues in public service contracts
Problem-stilling	Hvilken form for udlicitering er passende for grøn drift?	Hvordan skal forholdet mellem traditionel og partnerskabs-baseret udlicitering forstås?	Hvilken betydning har samspillet mellem økonomiske incitamenter og motivation?	Hvilke forhold er vigtige i udvikling og tilpasning af kontraktstyring af grønne driftskontrakter?	Hvilke overvejelser er de centrale i udformningen af driftskontrakter?
Tilgang	Teoritestende casestudie	Forståelses-orienteret teoridiskussion	Teoriudviklende casestudie	Aktionsforskning	Komparativt casestudie
Data grundlag	1 case undersøgelse baseret på interview og dokument-studier	Ingen. Enkelte referencer til interviews.	7 del-undersøgelser baseret på forskningsinterview, dokument-studier og observation	1 dybdegående undersøgelse baseret på forskningsinterview, dokumentstudier og aktiv deltagelse	15 delundersøgelser baseret på forskningsinterview og dokumentstudier
Teori	Transaktions-omkostnings-teori	Teori om tillid, kompetencer og udlicitering	Motivations-teori	Resultatstyrings-teori, Motivations-teori, kontrakt-teori	Alle foregående teorier

[1] Performance Management track v/ British Academy of Management (BAM) 2007, University of Warwick, England.

I sammenfatningen er indholdet fra paper 1-5 bragt i spil i forhold til en analyse og formidling, der sigter mod at besvare projektets 2 hovedspørgsmål. Indholdet i sammenfatningen har således sin dækning i det arbejde, der er indeholdt i paper1-5.

Et yderligere paper har været præsenteret på en videnskabelig konference[2], men har ikke været tilstrækkeligt gennemarbejdet til at blive medtaget i afhandlingen. På baggrund af en undersøgelse af HelPark-projektets tilblivelse afdækkede paperet hvordan læring i inter-organisatorisk samarbejde forgår i en kontekst præget af mange divergerende interesser.
Projektet har endvidere affødt en bred formidling af viden i fagblade m.m. (se liste herfor i appendix) og der har været afholdt et seminar for parkforvaltere og entreprenører med deltagelse fra Norge og Sverige.

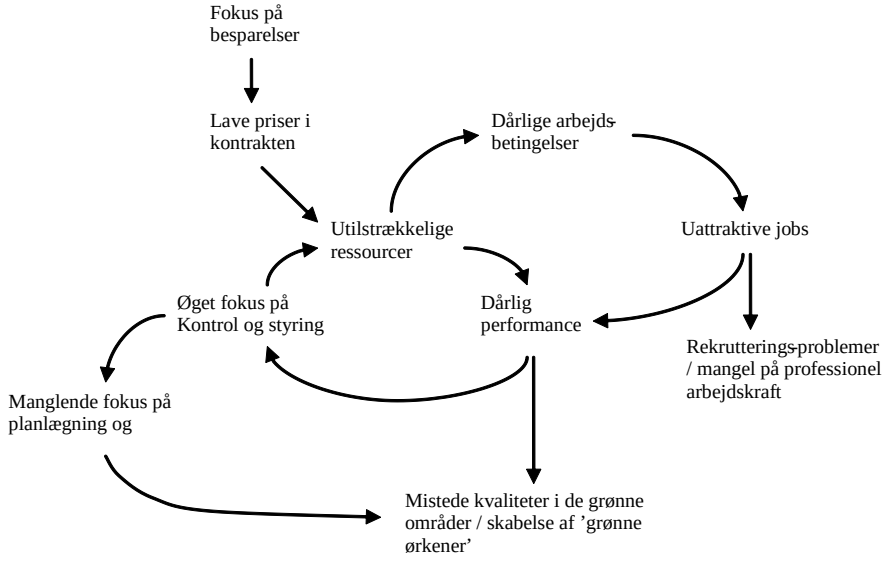
Et skridt videre end udgangspunktet

Grønne driftskontrakter har traditionelt set været udformet med det formål at kunne prissætte, kontrollere og sanktionere specificerede ydelser. Traditionel udlicitering har omfattet en klar arbejdsdeling mellem parkforvaltningen og entreprenøren. Gennem specifikationen af ydelser i kontrakten har parkforvaltningen i det store hele defineret 'hvad', 'hvor' og 'hvornår' og overladt det til entreprenøren at finde ud af 'hvordan'. I denne arbejdsdeling har kontraktresultaterne været afhængig af nøjagtigheden og forståelsesgraden af specifikationen. I grønne driftskontrakter har dette omfattet anvendelsen af tilstands- og udførselskrav og mængdeangivelser som beskrevet i Kvalitetsbeskrivelsen fra 1998.

Denne måde at udforme kontrakterne på er udfordret af både erfaringer og de nyeste trends inden for parkforvaltningen. I England har dette været særligt tydeligt, på grund af den konsekvente tilgang man har haft til anvendelsen af traditionel udlicitering. Tilgang til udlicitering i England har indtil 1998 blandt andet omfattet et krav om tvungen udlicitering af kommunale opgaver (Boyne, 1999), herunder grønne driftsopgaver (Patterson & Pinch, 1995).

Den traditionelle udlicitering er observeret at have haft en uheldig indre dynamik. Udover økonomiske besparelser har man således også oparbejdet et efterslæb i forhold til investeringer (DTLR, 2001) og en begyndende mangel på kvalificeret personel på alle niveauer i branchen (Cabe Space, 2004). I Figur 6 er denne dynamik skitseret på baggrund af hovedpointerne i de oplevede historier i de engelske cases. Særligt har case 3 dannet baggrund for udarbejdelsen af figur 6, men dynamikken forefandtes også i andre cases, herunder særligt i case 11. I dag søges de uheldige konsekvenser adresseret i den grønne

[2] 13th International Conference on Multi-Organizational Partnerships, Alliances, and Networks (MOPAN) 2006, Victoria University of Wellington, New Zealand.



Figur 6. *Traditionel udlicitering og onde cirkler i udliciteret grøn drift. Figuren illustrerer den oplevede dynamik i traditionel udlicitering i forbindelse med kravet om tvungen udlicitering i England. Fokus på lave priser har ikke kunnet tilfredsstille de nødvendige betingelser på lang sigt. Dette har resulteret i både ringere kvalitet i de grønne områder (grønne ørkener) og manglende professionel kompetence i branchen. Mekanismerne til styring og kontrol har været ineffektive og samtidig er ressourcerne anvendt på uproduktive aktiviteter (fx kontrol og genopretning) i stedet for på produktive aktiviteter (fx udvikling og planlægning).*

sektor i England gennem bl.a. anbefalinger for alternative finansieringskilder (Cabe Space, 2006) og indkredsning af hvad den 'gode grønne arbejdsplads' bør kunne tilbyde (Cabe Space, 2005).

I en parallel til den engelske historie er der herhjemme, som delvis reaktion på den uheldige dynamik indbygget i den traditionelle tilgang til udlicitering, foreslået en række alternativer. Dette har, bl.a. som skitseret i baggrundsafsnittet, omfattet partnerskabsbaseret udlicitering (Randrup et al., 2006), mere 'udvidede tilgange' til kontraktstyring (Lindholst, 2008) samt fokus på skabelsen og sikring af et engagerende arbejde (Lindholst, 2007). Herved er der introduceret et bredt fokus på en række forhold, der ikke har været omhandlet i den traditionelle tilgang til udlicitering. Dette omfatter parkpolitik og strategier, tættere samarbejde og koordination af aktiviteter, håndtering af incitamenter og motivation, samt spørgsmål vedrørende kompetencemæssige forudsætninger.

Tabel 4. *Aspekter og spørgsmål ved kontraktstyring.*

	Aspekt	Spørgsmål	Grundlæggende forudsætning
Standard tilgang	Specifikation	Hvad vil vi have?	Serviceydelse kan specificeres i en forståelig form
	Prissætning	Hvad vil det koste?	Markedet kan prissætte ydelser
	Kontrol	Får vi hvad vi vil have?	Pålidelig og relevant procedure for måling
	Styring	Hvordan sikrer vi at vi får hvad vi vil have?	Entreprenøren reagerer på styrings-mekanismer
Udvidet tilgang	Koordination	Hvem gør hvad bedst?	Fleksible og åbne planlægnings-procedurer
	Kommunikation	Hvordan får vi den information vi har brug for?	Der skabes rum for informations-udveksling
	Motivation	Hvordan gør vi brug af vores menneskelige og professionelle ressourcer?	Arbejdet er organiseret, så det er engagerende for medarbejderne
	Begrænsning af magtudøvelse	Hvad er konsekvenserne ved kontrol og styring?	Kontrol og styring respekterer normer for fleksibilitet, solidaritet og gensidighed

Tabel 4 giver et overblik over relevante aspekter og spørgsmål i kontraktstyring og -samarbejdet identificeret i paper 4.

Paper 4 (Lindholst, 2008) indeholder resultaterne af et forsøg på at udvikle den traditionelle tilgang til udlicitering i forhold til varetagelsen af grønne driftsopgaver af høj gartnerisk og landskabsarkitektonisk standard. Målet med forsøget var ikke at indgå i en partnerskabsbaseret udlicitering, men at undersøge og udvikle forhåndenværende styringsredskaber og incitamenter med nye værktøjer i forhold til parkforvaltningens umiddelbare udgangspunkt. Herunder blev en række underlæggende spørgsmål afdækket, som grøn drift på kontrakt i almindelighed bør kunne håndtere. De 'gamle' spørgsmål vedrørende specifikation, prissætning, kontrol og sanktion er stadige nødvendige, men ikke tilstrækkelige. 'Nye' spørgsmål vedrørende koordination, kommunikation, motivation og konsekvenserne af anvendelsen af sanktioner må yderligere indgå i sættet af spørgsmål, der skal håndteres ved udlicitering af grøn drift. Spørgsmålene er opsummeret i Tabel 4. De opstillede aspekter er interessante som et udgangspunkt, fordi de angiver, at der er flere måder at håndtere grundæggende spørgsmål på.

Delresultater

Delresultaterne identificerer de væsentligste forhold, der gør sig gældende for udformningen af grønne driftskontrakter. De identificerede forhold er samlet i en integreret ramme, der peger på de centrale mål, mulige alternative mekanismer og indbyggede afvejninger i udformningen af grønne driftskontrakter. Den integrerede ramme er udarbejdet i paper 5 på baggrund af alle projektets 15 cases, samt konklusionerne i paper 1-4. Den integrerede ramme er opsummeret i 10 'huskeregler' for grøn drift på kontrakt. De 10 huskeregler er oplistet i Tabel 5. Den integrerede ramme tager udgangspunkt i tre grundlæggende spørgsmål i organiseringen af økonomisk aktivitet. De tre spørgsmål omhandler koordination, motivation samt minimering af de herved forbundne transaktionsomkostninger (Milgrom & Roberts, 1992). Bogetoft & Olesen, (2002; 2004) har tidligere anvendt de tre spørgsmål til en analyse af de væsentligste forhold ved udformning af produktionskontrakter og herigennem opstillet 10 huskerregler for udformning af kontrakter.

På baggrund af de forhold der er afdækket igennem undersøgelserne af udlicitering i parkforvaltningen i paper 1-4 videreudvikler og omformulerer paper 5 analysen af Bogetoft & Olesen og underbygger denne gennem analysen af udliciteret grøn drift i de 15 parkforvaltninger.

I sit indhold repræsenterer paper 5 både en sammenfatning, konklusion og udvidelse af resultaterne fra de foregående papers. Paper 5 indeholder således en opsummering af hele projektets viden. Paper 1 forholder sig hovedsageligt til aspekter vedrørende huskeregel 1, 2 og 9. Paper 2 forholder sig hovedsageligt til aspekter vedrørende huskeregel 5. Paper 3 forholder sig hovedsageligt til aspekter vedrørende huskeregel 4 og 8. Paper 4 forholder sig hovedsageligt til aspekter vedrørende huskeregel 4, 5, 6, og 8. Såfremt man skulle vælge kun at læse et af papersne, ville paper 5 således være det paper, der gav mest information om den viden, der er udarbejdet i forbindelse med projektet.

Det kan diskuteres, om de 10 huskeregler er dækkende for alle relevante forhold. Teoretisk præsenterer de 10 huskeregler en syntese af flere forskellige teorier og dermed et godt udgangspunkt for en forståelse af kontrakten som en enhed, der skal fungere under forskellige forudsætninger i forskellige situationer.

I forhold til praksis er de 10 huskeregler belyst ved forskellige konkrete eksempler. De 10 huskeregler er hermed forankret i de problemstillinger, der forefindes i parkforvaltningernes praksis. En fremtidig udfordring for forskningen vil her være at teste relevansen af de 10 huskeregler i forhold til praksis og herigennem eventuelt videreudvikle de 10 huskeregler.

Tabel 5. *10 huskeregler for udformning af grønne kontrakter.*

Hovedpunkt	Underpunkter	Beskrivelse
Koordination	1. Koordinere aktiviteter	Hvad, hvor, hvordan, hvornår?
	2. Afveje for og imod decentralisering	Hvem gør hvad, hvor, hvordan og hvornår?
	3. Håndtere risiko og usikkerhed	Minemering og fordeling af risiko og usikkerhed mellem parterne
Motivation	4. Håndtere opportunisme	Værn mod 'sub-optimering'
	5. Fastsætte kompetencekrav	Sikring af evnen til at kunne håndtere driften
	6. Facilitere samarbejde og kommunikation	Sikring af tilpasning og udvikling af driften
	7. Sikre investeringer og kontinuitet	Optimale produktionsmæssige investeringer
	8. Sikre engagement og motivation	'Arbejdsglæde' gennem autonomi, kompetence og tilhørsforhold.
Omkostninger	9. Minimere omkostninger til kontraktstyring	Afvejning af aktiviteter til planlægning og kontraktindgåelse samt styring og samarbejde.
	10. Skabe gennemsigtighed i kontrakten	Udarbejde kontrakten som en forståelig ramme for den grønne drift

Tabellen afgrænser de vigtigste aspekter ved koordination, motivation og omkostnings-minimering i udformning af grønne kontrakter. Aspekterne bygger på en videreudvikling af Bogetoft og Olesen (2004, 2002).

Grønne kontraktinstrumenter

I de 15 cases har undersøgelsen afdækket en række formelle instrumenter (eller 'værktøjer' om man vil), der alle er anvendt i grønne driftskontrakter. Med metaforen 'instrument' eller 'værktøj' henvises til en social institution som sætter parkforvalteren (eller entreprenøren) i stand til at påvirke og kontrollere adfærd, interaktioner og processer. Med andre ord skal et 'instrument' forstås som et forhold, der sætter parkforvalteren (eller entreprenøren) i stand til at *handle* meningsfyldt i en bestemt situation. Instrumenterne er oplistet i Tabel 6 (værktøjskassen).

I forhold til den traditionelle tilgang til udlicitering indeholder listen en række instrumenter, der peger på en større mangfoldighed i praksis, end dette udgangspunkt foreskriver. Samtidig peger oplistningen i Tabel 6 også på, at der

Tabel 6. *Værktøjskassen.*

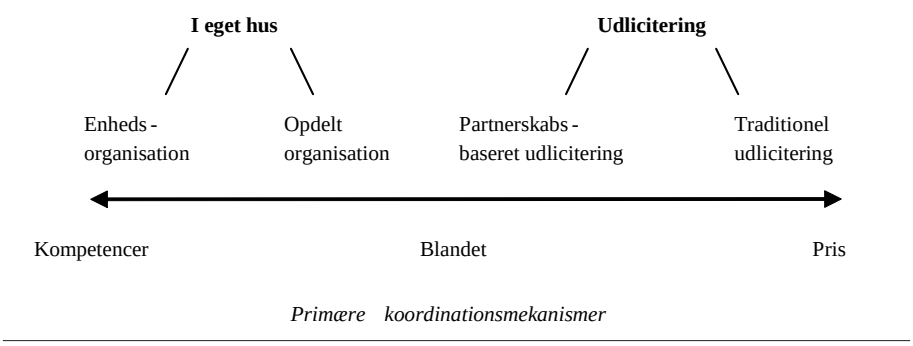
Type	Værktøj	Eksempel
Specifikation	Tilstandskrav	'Naturgræs, højde om sommeren: min. 75 mm, max. 100 mm.'
	Udførselskrav	'Anvend fungicider 1 gang årligt.'
	Funktionskrav	'Alle prydplæner skal have et frodigt grøn dække'
	Visuelt material	Fotos og/eller kortmateriale (fx GIS)
	Politik	Dokument der sammenfatter forskellige niveauer i parkforvaltningen som en del af kontrakten
	Strategi	Overordnet plan for brugerinddragelse.
	Servicemål	Øget arbejdssikkerhed, drifts- og produktoptimeringer, positiv omtale i pressen m.m.
	Handleplaner	Plan der angiver udviklingen af aktiviteter.
Prisætning og betaling	Enhedspriser	Pris for pleje af 5,000 m2 prydplæne.
	Kontraktsum	Angivelse af min / max årlig betaling eller arbejde.
	Resultatbaseret betaling	Betaling reguleret efter opnåelsen af resultater
	Timeløn	Betaling for timer af udført arbejde
Kontrol	Stikprøvekontrol	Tilfældig kontrol af aktiviteter eller arbejdssteder
	Fælleskontrol	Fælles besøg og kontrol af aktiviteter eller arbejdssteder.
	Intern kontrol	Interne systemer for kvalitetssikring.
	Kundeklager	Registrering af bruger/borgerklager.
	Tilfredshedsundersøgelser	Procentandelen der er tilfredse med servicetilbud
	Evalueringsrapporter	Årlig evaluering af alle aktiviteter.
	Statistisk stikprøver	Systematisk kontrol baseret på statistisk repræsentativ udvalg af kontrol-punkter.
Styring	Bod og dagsbøde	Økonomisk straf for mangler i arbejde eller aktiviteter
	Krav om genopretning	Krav om udbedring af mangler eller manglende udførsel
	Tilbageholdelse af betaling	Midlertidig tilbageholdelse af %-andel af den månedlige betaling.
	Erstatningskrav	Erstatning ved tab på grund af misvedligeholdelse.
	Ophævelse af kontrakten'	Rettighed til ophævelse af kontrakten i tilfælde af misvedligeholdelse.
	Prækvalifikation	Eksklusion fra udbudsrunder
Tilpasning	Regulering af aktiviteter	Ensidig regulering af aktiviteter inden for +/- 15% uden ændring af priser
	Ekstraarbejde (enhedspriser)	Bestilling af en bestemt mængde arbejde til enhedspriser
	Ekstraarbejde (fast beløb)	Dedikeret sum til investeringer m.m.
	Incitamenter	50/50 deling af effektiviseringer af arbejde eller aktiviteter.
	Prisregulering	Regulering af enhedspriser baseret på prisindeks.
	Åbne regnskaber	Deling af information om budgetter og omkostninger.
	Kontraktstørrelse	Regulering af kontraktstørrelsen i forhold til markedet
	kontraktlængde	Regulering af kontraktlængden i forhold til investerings- eller planlægningshorisont
Organisation	Driftsmøder	Tilbagevendende møder om fremdrift i kontrakten
	Fælles aktiviteter	Workshops, studietur, efteruddannelse
	Supervision	Supervision af medarbejdere
	Konflikthåndtering	Konflikttrappe
	Partnerskabsaftale	Samarbejdsaftale baseret på fælles mål, fælles aktiviteter og fælles økonomiske interesser
	Fælles organisation	Deling af fysiske rammer
	Borger/brugerinddragelse	Høringsrunder med brugere / partnerskaber med eksterne parter

Værktøjskassen inderholder de værktøjer der er anvendt i udforming og styring i grønne driftskontrakter. Selvom instrumenterne er indplaceret under en bestemt type, kan de ændre type eller have mere end et formål alt efter det overordnede formål og/eller den overordnede sammenhæng.

findes muligheder, der ikke er omfattet af den traditionelle tilgang, men som samtidig ikke behøver at blive forstået som en del af en partnerskabsbaseret tilgang. Dette understreger, at en forståelse af grønne driftskontrakter, som enten traditionelle eller partnerskabsbaserede, er for snæver.

1. Koordinere aktiviteter

Et af de mest afgørende formål med kontrakten er at koordinere aktiviteterne mellem kontraktens parter. Det kan konkretiseres i form af spørgsmål vedrørende 'hvad', 'hvor', 'hvornår' og 'hvordan'. I Figur 7 opstilles de organisatoriske valgmuligheder, som historisk set har udviklet sig for parkforvaltningen i forhold til den primære måde hvorpå den grønne drift koordineres. Figur 7 omfatter både de grundlæggende valgmuligheder i 'eget hus' samt valgmuligheder i udlicitering. Selvom det ikke er en del af projektet, skal der for helhedens skyld gives en kort gennemgang af valgmuligheder i eget hus. Enhedsorganisationen præsenterer her den traditionelle offentlige organisationsform i form af professionel ekspertise (kompetence) organiseret inden for rammen af et bureaukrati (Weber & Parsons, 1964). Det er denne organisationsform, der har været under kritik for at være ineffektiv i gennem de seneste tiår (fx Niskanen, 1994; Savas, 1982) og været det udgangspunkt, man har bevæget sig væk fra gennem reformer baseret på markedet som løsningsmodel (Kettl, 2005), herunder NPM (Dunleavy & Hood, 1994; Hood, 1991, 1995).



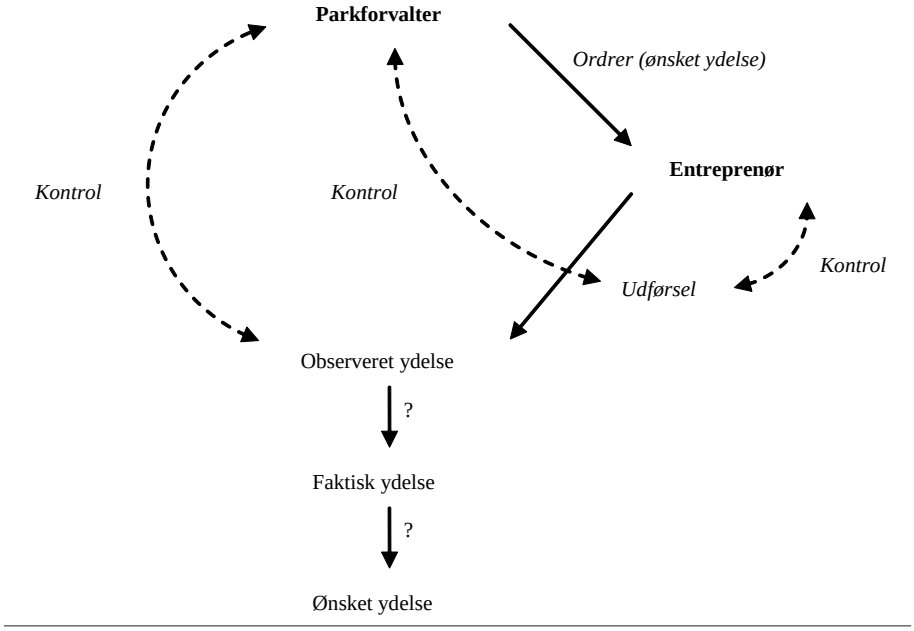
Figur 7. *Organisatoriske valgmuligheder i parkforvaltningen. I fituren opstilles de grundlæggende organisatoriske valgmuligheder i parkforvaltningen, sådan som de har udformet sig historisk. I det ene yderpunkt baserer den traditionelle enhedsorganisation sig på professionel ekspertise organiseret i et bureaukrati som den primære koordinationsmekanisme. I det andet yderpunkt baserer den traditionelle udlicitering sig på prissætning af ydelser som den primære koordinationsmekanisme. Den opdelte organisation og partnerskabsbaseret udlicitering er her selvstændige valgmuligheder, der kombinerer pris og kompetence som koordinationsmekanismer.*

Ligesom udbud og udlicitering har været en del af anbefalingerne i NPM, har anbefalingerne for intern reorganisering også været en del heraf. Dette har omfattet en opdeling af den offentlige organisation i selvstændige enheder, hvor enhederne er blevet bedømt på deres evne til at opnå mål og skabe resultater. Ligesom andre steder har den opdelte organisation i parkforvaltningen været forstået i gennem den såkaldte bestiller-udfører model, hvor opgaver vedrørende anlæg og drift er blevet adskilt fra opgaver vedrørende finansiering, styring, planlægning og projektering. Driftsenhederne har været søgt organiseret mere eller mindre som private firmaer, med frihedsgrader i forhold til det økonomiske råderum, aktiviteter, intern styring, planlægning af organisation, investeringer i udstyr og mandskab m.m. Koordinationsmekanismen i den opdelte organisation indebærer at det oprindelige fokus på kompetence i enhedsorganisationen er blevet suppleret med et fokus på priser (eller omkostninger).

Den mest udbredte koordineringsmekanisme i de 15 cases er baseret på prissætning af specifikation af ydelser. Specifikationen tager her udgangspunkt i mængdeangivelser af ydelser defineret gennem tilstands- og udførselskrav. Omdrejningspunktet for forholdet mellem parkforvalter og entreprenør er baseret på prissætning af ydelserne (’hvad kan jeg få/hvad får jeg?’) og den efterfølgende kontrol af udførslen på forskellige niveauer. Det drejer sig her om kontrol af henholdsvis den observerede ydelse, arbejdsplaner samt entreprenørens egenkontrol. Kontrollen af den observerede ydelse kan her ske gennem fælleskontrol, stikprøvekontrol, tilfældig inspektion eller kontrol efter henvendelse m.m. Denne måde at organisere kontrakten på er illustreret i Figur 8.

I en række af casene anvendtes forskellige udvidede former for koordination. Dette omfatter servicemål, handleplaner, strategiske mål, samarbejdsaftaler og fælles organisation som nogle af de væsentligste elementer. Et nyt omdrejningspunkt for forholdet mellem parkforvalter og entreprenør baseres her på kompetence i forhold til driften (’hvad kan vi gøre/hvad gør vi?’). I forhold til Figur 8 sættes der aktivt og systematisk spørgsmål ved hvad den faktiske ydelse er og om det er den ydelse, der ønskes. Dette kan defineres på mere generelle niveauer end det rent gartneriske og landskabsarkitektoniske. Dette drejer sig fx om, hvilke funktioner man ønsker, et grønt område skal kunne tilbyde, men det kan også dreje sig om *hvem*, der skal være med til at overveje disse spørgsmål.

Overordnet set kan mangel på koordination eller dårlig koordination føre til utilsigtede aktiviteter, der ikke tilfører tilstrækkelig værdi eller får parterne til at optimere i forhold til egne snævre interesser (’sub-optimering’). I den traditionelle udlicitering lægges koordineringen fast i forbindelse med kontraktindgåelse, og der gives mindre muligheder for at ændre i koordineringen af aktiviteter undervejs. Der ligger en afvejning i, hvor godt de ’rigtige’ aktiviteter kan planlægges frem for i hvilken udstrækning, man vil åbne for muligheden for at ændre i aktiviteterne undervejs. Mere udvidede koordinationsmekanismer



Figur 8. *Organisering i den traditionelle udlicitering. Kontrolinstrumenterne i den traditionelle udlicitering inkluderer parkforvalterens kontrol af den observerede ydelse, samt den eksterne og interne kontrol af udførslen. Den traditionelle udlicitering integrerer ikke et direkte fokus på den faktiske ydelse og den ønskede ydelse i et bredere perspektiv (fx i forhold til brugere).*

bærer en omkostning (eller kan betragtes som investering om man vil), som skal afvejes imod gevinsten ved at kunne optimere aktiviteterne undervejs og/eller risikoen for, at den oprindelige planlægning ikke er tilstrækkelig.

Værdien af den oprindelige planlægning kan være utilstrækkelig af både indre og ydre årsager. Indre årsager omfatter manglende viden (fx på grund af begrænsede kompetencer, ressourcer og tid), hvor ydre årsager eksempelvis omfatter ændringer i brugeradfærd, vejrlig eller fremkomst af plantesygdomme.

I paper 1 blev det med udgangspunkt i en case undersøgt, hvilken form for udlicitering, der var mest hensigtsmæssig for grøn drift under optimale konkurrencemæssige og organisatoriske forudsætninger. Casen repræsenterede et yderpunkt i grøn drift. Yderpunktet var grøn drift med lav landskabsarkitektonisk og gartnerisk variation og indhold (sideanlæg til veje og vejrabatter). Dette yderpunkt står i kontrast til grøn drift med høj landskabsarkitektonisk og gartnerisk variation og indhold. Resultatet i undersøgelsen pegede på, at den traditionelle form for udlicitering ikke er optimal i forhold til udnyttelsen af parkforvalterens og entreprenørens ressourcer i forhold til alternative kontraktmæssige muligheder.

Et bredere samarbejde var nødvendigt for en effektiv udnyttelse af tilstedeværende viden og kompetencer, herunder tilpasning af driften undervejs. I dette tilfælde var svaret en partnerskabsbaseret udlicitering. Undersøgelsen pegede således på at traditionel udlicitering kan udvikles afhængigt af konteksten i forhold til besvarelsen af de samme grundlæggende spørgsmål. Partnerskabsbaseret udlicitering, som det blev skitseret i baggrundsafsnittet, er her kun en mulighed blandt flere andre.

2. Afveje for og imod decentralisering

En kontrakt er centraliseret såfremt parkforvalteren har de fleste rettigheder til at træffe beslutninger om driften og omvendt er kontrakten decentraliseret såfremt entreprenøren har de fleste rettigheder. For og i mod decentralisering handler således om hvem der kan træffe beslutninger i kontrakten. I forhold til den partnerskabsbaserede udlicitering er den traditionelle tilgang til udlicitering centraliseret. En god kontrakt skal søge at decentralisere beslutninger til de niveauer, der har den bedste information og viden om de forskellige aktiviteter. Den umiddelbare fordel herved er, at risikoen for at vigtig viden ignoreres kan minimeres samt at tid og ressourcer til udarbejdning og formidling af information ligeledes kan minimeres. Bagsiden ved decentralisering er en øget risiko for manglende overordnet koordination og gensidighed i kontraktforholdet.

I case 9 indarbejdede parkforvalter og entreprenør en decentral kontraktstyring i forhold til den daglige grønne drift. Dette var anderledes i forhold til hovedparten af casene. Den almindelige organisering af kontraktstyringen skete gennem etableringen af parallelle hierarkier. Partnerne i case 9 formåede således at nedbringe transaktionsomkostningerne ved at forlade sig på et fælles hierarki, der kun havde én ansvarlig for den daglige drift. Den kompetencemæssige forudsætning var en opkvalificering af mandskabet i marken, således at disse kunne arbejde direkte sammen med parkforvalteren. I case 9 opnåede man både at driften kunne tilpasses øjeblikkelige behov og prioriteringer og transaktionsomkostningerne kunne minimeres. Ulempen lå i løbende afvejninger af, hvornår parkforvalteren trak for meget på entreprenørens organisation (i forhold til kontrakten). Dette kunne undgås såfremt mandskab og maskiner var fuldt ud dedikeret til kontrakten, men det var kun delvist muligt/hensigtsmæssigt. En fuld dedikation ville være fordyrende for kontrakten, da det ville betyde at kapacitet ikke ville kunne udnyttes fuldt ud. Styringsmæssigt var udviklingen af en fælles forståelse af både mål og rammer for opgaven forankret på driftsniveau således nødvendigt.

3. Håndtere risici og usikkerhed

Minimering/reduktion af risici og usikkerhed er en afgørende udfordring for en rationel organisering (Brown & Potoski, 2003). Planlægning og drift af grønne områder er genstand for en række udefrakommende usikkerheder og risici. Dette omfatter skiftende vejrforhold, indre dynamiske effekter i økosystemer, forandringer i brugeradfærd, ændrede prioriteringer på højere organisatoriske niveauer eller ændrede omkostninger til produktionsfaktorer (løn, maskiner m.m.). For parterne kan der også ligge en usikkerhed i ændringer i modpartens adfærd. Entreprenøren kan eksempelvis have en risiko ved tilfældig anvendelse af kontrol- og sanktionsmekanismer (Puffitt, 1998).

Manglende adressering af risici og usikkerhed kan endvidere vanskeliggøre en effektiv prissætning af kontrakten. Den rationelle tilbudsgiver vil prissætte alle potentielle risici i kontrakten og dermed vil dette være fordyrende. Omvendt vil en tilbudsgiver, der ikke prissætter risici korrekt selv løbe en risiko for at få et utilstrækkeligt dækningsbidrag i kontrakten. Herved vil der ved en ikke effektiv prissætning af kontrakter være en større tilskyndelse til at udvise opportunistisk adfærd (fx 'sub-optimere').

En parkforvalter kan ønske at have så stor fleksibilitet i kontrakten som muligt. I en traditionel udlicitering anses dette som en risiko af entreprenøren. Fx vil der være en risiko for at investeringer i forbindelse med kontrakten ikke bliver dækket af efterfølgende omsætning i kontrakten. Den økonomisk rationelle tilbudsgiver vil derfor prissætte i forhold til en øget fleksibilitet, såfremt denne ensidigt bestemmes af parkforvalteren. De forskellige koordineringsmekanismer indebærer endvidere forskellige fordelinger af risiko parterne i mellem. Tilstandskrav medvirker fx til at øge entreprenørens risiko, hvor udførselskrav mindsker risikoen.

I case 11, anvendte parkforvalteren og entreprenøren åbne regnskaber til at sikre fuld fleksibilitet i forhold til en maksimal udnyttelse af kompetencer og ressourcer i forhold til den grønne drift. De anvendte principper for åbne regnskaber omfattede at en fast procentdel af omsætningen blev allokeret til entreprenørens dækningsbidrag. Herved blev entreprenørens risiko for at parkforvalteren trak for meget på organisationen (såsom i case 9) elimineret. Til gengæld indebar anvendelsen af åbne regnskaber en risiko for at følsom information kunne blive (mis-)brugt i andre sammenhænge. Risikoen blev dog anset for minimal af parterne på grund af en lang historie af gentagne kontrakter mellem parkforvalter og entreprenør. Gennem historien havde entreprenøren opnået anerkendelse som en pålidelig og fleksibel modpart. Derfor ville parkforvalteren risikere at miste både fleksibilitet og pålidelighed samt blive påført øgede transaktionsomkostninger såfremt tilliden i fremlæggelse af åbne regnskaber ville blive misbrugt. I dette tilfælde ville kontraktstyringen falde tilbage på en mere traditionel tilgang.

4. Håndtere opportunisme

Opportunisme kan defineres som handlinger der via alle midler søger at maksimere egennytte. Udover almindelig rationel adfærd inkluderer opportunistiske handlinger således også tilbageholdelse og/eller fordrejning af information, snyd, løftebrud, overtrædelse af regler og love m.m. Kontrol og sanktioner i forhold til specifikationen af ydelser er standard tilgangen til forebyggelsen af opportunistiske handlinger (Williamson, 1985). Her er det afgørende at kontrol og sanktioner er troværdige. Troværdighed afhænger ikke kun af udformningen af de mekanismer der inkluderes i kontrakten, men også af den kontekst de skal fungere i. Mekanismer der fungerer i en kontekst vil derfor ikke nødvendigvis fungere i en anden kontekst. Udformningen af kontrakten i en kontekst må derfor både tage faktiske interne som eksterne forhold i betragtning.

I tilfælde af at kontraktens prissætning har været for 'optimistisk' (for lav) vil kontrol og sanktioner typisk være ineffektive da anvendelsen heraf vil ødelægge entreprenørens forretning. Anvendelsen af kontrol og sanktion vil derfor kun øge incitamentet til yderligere opportunistisk adfærd. Denne dynamik er en del af de onde cirkler illustreret i Figur 6. Dette er endvidere en typisk erfaring i de fleste af de undersøgte cases.

Overdreven vægt på traditionelle styringsmekanismer kan indebære omkostninger i sig selv. I case 12 havde parkforvalteren oprindeligt indskrevet en fast tilbageholdelse af de månedlige betalinger på 5 %. Tilbageholdelsen blev af tilbudsgiverne anset for at være en risiko for økonomien i kontrakten. Ved at reducere den mulige tilbageholdelse til 2 % kunne tilbudsgiverne tilbyde to ekstra fasttilknyttede gartnere i kontrakten. Case 12 illustrerer dermed en afvejning mellem mekanismer, der søger at beskytte mod opportunistisk adfærd og mekanismer, der søger at maksimere tildelingen af produktive ressourcer i kontrakten.

I paper 1 blev problemer med en kontraktkultur præget af opportunisme identificeret som en væsentlig del af baggrunden for ønsket om at skifte til partnerskabsbaseret udlicitering. Her var opportunisme blevet til adfærden i et gensidigt og kortsigtet 'spil' med uheldige konsekvenser for anvendelsen af ressourcer. Skiftet til en ny partnerskabsbaseret tilgang til udlicitering blev katalysator for en bedre koordination og anvendelse af både ressourcer og kompetencer.

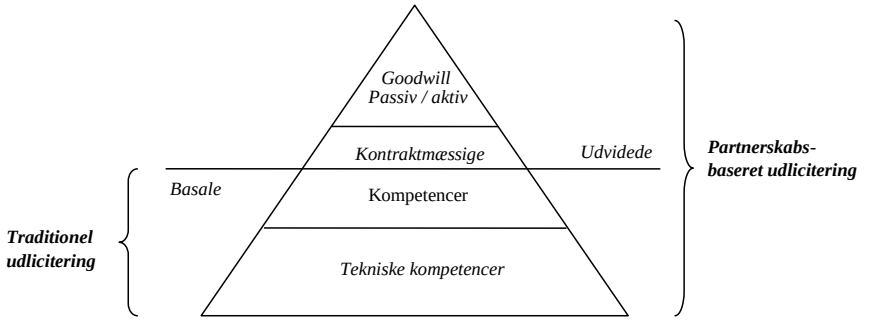
I paper 4 var et af delresultaterne ligeledes at anvendelsen af de traditionelle sanktionsmekanismer kunne havde negative konsekvenser for forholdet mellem parkforvalter og entreprenør i en situation hvor entreprenøren ikke var præget af en opportunistisk indstilling. Dette var en typisk erfaring hos parkforvalterne i mange af de omfattede cases.

5. Fastsætte kompetencekrav

For at kunne opfylde kontrakten afhænger partnerne ultimativt af deres respektive kompetencer. Uden tilstedeværelsen af de rette kompetencer vil det være hasard at indgå en kontrakt uanset om kontrakten indeholder stærke kontrol og sanktionsmuligheder (Coulson, 1998a). Derfor er det afgørende, at man sikrer sig, at modparten besidder de nødvendige kompetencer i forhold til de ydelser, man vil have leveret.

Denne pointe understreger, at kontrol- og sanktionsmekanismer ikke er troværdige som styringsredskaber, såfremt de kompetencemæssige forudsætninger ikke er til stede. Endvidere understreges det, at positive intentioner partnerne imellem ligeledes ikke er troværdige, såfremt kompetencemæssige forudsætninger ikke er til stede.

På baggrund af Lane & Bachmann (1998) blev der i paper 2 skelnet mellem tekniske kompetencer, kontraktmæssige kompetencer og evnen til at udvise 'goodwill' for at forstå de kompetencemæssige forskelle mellem traditionel og partnerskabsbaseret udlicitering. Forskellene er opsummeret i Figur 9.[3]



Figur 9. *Kompetencemæssige forudsætninger og udlicitering. Figuren illustrerer forskelle og ligheder i de kompetencemæssige forudsætninger mellem traditionel og partnerskabsbaseret udlicitering. Varetagelsen af partnerskabsbaseret udlicitering forudsættes af de samme basale kontraktmæssige kompetencer som i en traditionel udlicitering, men hertil kommer en række udvidede kontraktmæssige kompetencer. Begge former for udlicitering forudsættes af tilstedeværelsen af tekniske kompetencer.*

Partnerskabsbaseret udlicitering omfatter hele tretanten, mens traditionel udlicitering kun omfatter den nederste halvdel af trekanten.

De tekniske kompetencer henviser til evnen til at varetage tekniske opgaver på fagligt kvalificeret vis. Den kontraktmæssige kompetence henviser til evnen til at indgå i og varetage en kontrakt- og samarbejdsrelation. Man bør her skelne

[3] Figuren er tidligere gengivet i Lindholst (2006).

mellem basale og udvidede kontraktmæssige kompetencer. Til de basale kompetencer hører blandt andet evnen til at indgå og overholde indgåede aftaler om levering af specificerede ydelser. Til de udvidede kompetencer hører en række elementer såsom åbne regnskaber, økonomiske incitamenter, udveksling af medarbejdere, strategiske aftaler, kompetencedage og fælles projektorganisation m.m. Det er gennem de udvidede kontraktmæssige kompetencer at evnen til at arbejde målrettet med goodwill opnås. Goodwill er evnen til at tage og udvise initiativ med hensyn til og henblik på at varetage modpartens interesser. Goodwill kan være mere eller mindre aktiv og/eller passiv i sin karakter. I sin passive form afstår man fra handlinger, der vil have negative konsekvenser for opfyldelsen af partnerens målsætninger og interesser. I sin aktive form handler man målrettet med henblik på at varetage partnerens interesser og målsætninger. Et fælles værdigrundlag for kontraktsamarbejdet eller et godt kendskab til partnerens værdigrundlag og interesser er særligt vigtigt i forhold til arbejdet med goodwill. Tilstedeværelsen af goodwill er nødvendig for at alle de uafklarede situationer, der kan opstå i et kontraktforløb kan håndteres med henblik på en optimal opgavevaretagelse.

De tre typer af kompetencer udgør et 'kompetencehierarki', hvor den kontraktmæssige kompetence bygger oven på de tekniske kompetencer, og evnen til at udøve goodwill bygger oven på både faglige og kontraktmæssige kompetencer. Det er svært at forestille sig, at en entreprenør med manglende faglige kompetencer varetage de kontraktuelle forpligtigelser, endsige indgå i et partnerskab. Omvendt vil en parkforvalter ikke kunne varetage et partnerskab fornuftigt, såfremt de kontraktmæssige kompetencer ikke er på plads. Fx vil en parkforvalters manglende evne til at definere opgavevaretagelsen betyde, at det vil være vanskeligt at definere de relevante faglige kompetencer en entreprenør skal besidde, og videre vil det være vanskeligt for entreprenøren at oparbejde en goodwill overfor parkforvalter.

I en traditionel udlicitering bør der ved kontraktindgåelse eksistere tillid til modpartens faglige og basale kontraktmæssige kompetencer. I en partnerskabsbaseret udlicitering har man yderligere en forventning om udvidede kontraktmæssige kompetencer og evnen til at udvise goodwill fra modpartens side. I den traditionelle udlicitering har man ingen forventning om dette.

I forhold til kompetence-hierarkiet er overgangen fra den traditionelle udlicitering til et fuldt udviklet partnerskabsbaseret kontraktsamarbejde glidende. Dette forudsættes af tilstedeværelsen af faglige kompetencer og opbygningen af flere og flere udvidede kontraktmæssige kompetencer. Når ønsket er til stede kan kompetencerne til at indgå i en partnerskabsbaseret udlicitering derfor med fordel indarbejdes successivt.

6. Facilitere samarbejde og kommunikation

Den traditionelle tilgang til udlicitering rummer ikke formelle mekanismer der fokuserer på samarbejde og kommunikation. Den traditionelle udlicitering rummer derfor ikke muligheder for at fange fejl, der opstår på grund af forskellige måder at læse og forstå kontraktens specifikation på eller afstemme forventninger, der ikke er indskrevet i kontrakten. Den traditionelle tilgangs modsvar hertil er yderligere eller mere præcis skriftlig specifikation. I sammenligning med etableringen af et godt samarbejde kan den traditionelle tilgangs modsvar betyde endnu flere problemer med fejl på grund af forskellighederne i fortolkning af specifikationen (Cannon et al., 2000; Poppo & Zenger, 2002). På den anden side har det omkostninger, i form af tid og ressourcer, til at etablere et samarbejde. Omkostningerne herved kan derfor udligne eventuelle gevinster ved samarbejdet (Huxham & Vangen, 2004; Madhok, 1996, 2002; Madhok & Tallman, 1998).

Mekanismer for tilpasning af den grønne drift i kontraktperioden var nødvendige i alle cases. I de cases hvor der blev anvendt en standard tilgang blev tilpasningen foretaget gennem mere uformelle mekanismer og på ad hoc basis. De udvidede tilgange inkluderede forskellige formaliserede mekanismer (se fx Tabel 1).

I case 10, havde parkforvaltningen ansvar for en række parker og grønne anlæg af høj landskabsarkitektonisk og gartnerisk standard under højt publikumspres. Dette medførte et løbende behov for at tilpasse ”hvad”, ”hvornår”, ”hvordan” og ”hvor” i dag til dag situationer. Til at imødegå denne udfordring søgte parkforvalteren at implementere en række formelle mekanismer der kunne understøtte og motivere en større grad af tilpasning af driften. Mekanismen var baseret på positive feedback og belønning inden for forskellige fokusområder. På trods af at det drejede sig om garvede parkforvaltere og entreprenører bibragte den fokuserede kommunikation en større fælles forståelse mellem parterne af de forskellige behov og betingelser for driften. Som en del af de positive effekter fandt en række af entreprenørerne at kommunikationen og den større fælles forståelse kunne bidrage til en mere effektiv anvendelse af ressourcer i forhold til parkforvaltningens behov og herigennem også undgå anvendelse af de traditionelle styringsmekanismer. Parkforvalteren kunne herigennem også undgå irriterende eller uacceptable mangler i den daglige drift.

Mekanismen blev introduceret i en række driftskontrakter og i nogle tilfælde blev mekanismen anset for at være overflødig af både parkforvalter og entreprenør. I sammenligning med de ekstra anvendte ressourcer blev mekanismen anset for at være ringe eller ingen ’værdi for pengene’. I disse tilfælde have parkforvaltningen og entreprenøren allerede etableret velfungerende uformelle relationer, hvori en fælles forståelse og et samarbejde havde udviklet sig gennem en fælles historie. Paper 4 illustrerer således at anvendeligheden af formelle

mekanismer for samarbejde skal afvejes i forhold til den konkrete sammenhæng de skal anvendes i. Formalisering af samarbejde kan bibringe positive resultater, men resultater kan i nogle tilfælde opnås ved uformelle mekanismer. Dette skal igen afvejes i forhold til en større sårbarhed ved personudskiftninger.

7. Understøtning af investeringer og kontinuitet

Den optimale prissætning af kontrakten kræver oftest specialiserede investeringer. Specialiserede investeringer består fx af indgående viden om de pågældende grønne områder, indkøb af særlige maskiner og udstyr, ansættelse af mandskab m.m. Specialiserede investeringer vil derfor tabe (en del af) deres produktive værdi, såfremt de ikke kan anvendes i den pågældende kontrakt, de oprindeligt var påtænkt. Resultaterne i paper 1 (og paper 2) påpegede at en optimal investering i forhold til grøn drift kræver en grad af specialisering i forhold til den enkelte kontrakt. Dette var særligt gældende for de kompetencemæssige forhold og kendskab til modparten (relationelle aspekter).

Dette kan efterlade en part, der har foretaget specialiserede investeringer, i en dårlig forhandlingssituation, såfremt kontrakten opsiges eller genudbydes, inden de specialiserede investeringer har tjent sig hjem. I case 2 havde denne problematisk gjort sig gældende, hvor parkforvalteren på grund af udefrakommende omstændigheder havde stoppet et udvidet samarbejde før entreprenøren kunne få dækket sine investeringer. Mens parkforvalteren umiddelbart kunne høste fordelene ved entreprenørens investeringer, ville entreprenøren først kunne få dækket omkostningerne på længere sigt. I dette tilfælde var afbrydelsen af samarbejdet før tid således en risiko for entreprenøren.

Problemet kan håndteres på forskellig vis. Eksempelvis giver længerevarende kontrakter mulighed for, at specialiserede investeringer kan tjene sig hjem i kontraktperioden, begge parter kan foretage investeringer, der bevarer en lighed i kontraktforholdet, eller parterne kan sikre en vis sandsynlighed for at forholdet kan fornyes i andre kontrakter. Parkforvalteren kan yderligere sikre at de kompetencer entreprenøren ønskes at tilbyde forankres på længere sigt. Kontinuitet kan fx sikres gennem strategier og systematik i udbud der peger på hvilke kompetencer der skal være til stede. Dette giver endvidere entreprenørerne en sikkerhed for at kompetenceudvikling og forretningsstrategier kan tilpasses parkforvaltningens behov.

I case 2 var parkforvalterens grønne driftskontrakter udviklet over en relativt lang periode. I gennem flere generationer var et sæt af mange små og korte kontrakter blevet samlet til et sæt af få og lange kontrakter. Denne udvikling var begrundet i interne beregninger der viste et betydeligt tab ved at skifte entreprenør med kortere mellemrum samt et ønske om at give plads til specialiserede investeringer. På kort sigt ville entreprenøren ikke kunne få dækket sine udgifter til større specialiserede investeringer i forhold til en tek-

nisk optimal varetagelse af kontrakten. På den anden side blev motiveringen til at udnytte ressourcer optimalt på grund af konkurrencepres mindsket ved at kontrakterne blev gjort større og længerevarende. For at imødegå dette problem inkluderede parkforvalteren en række nye interne styringsmekanismer. Dette omfattede opstillingen af overordnede målsætninger i kontrakten samt årlige sammenfattende evalueringer.

8. Sikre engagement og motivation

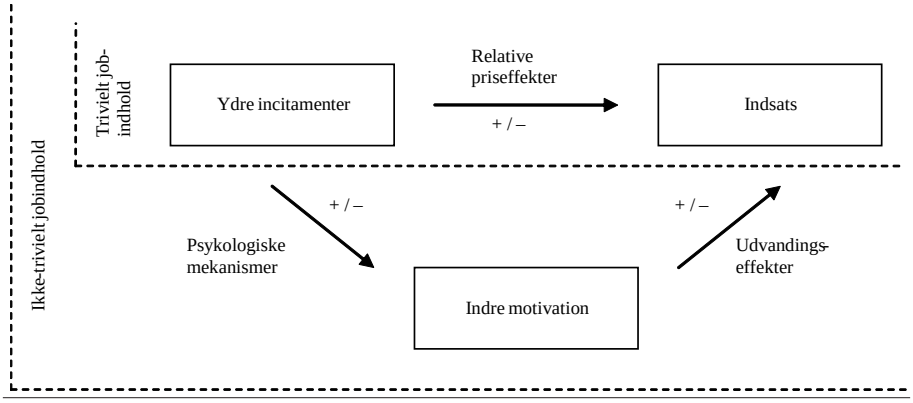
Det primære motiv for at indgå en kontrakt er forventningen om det bedst mulige økonomiske udbytte. Parkforvalteren og entreprenøren kan således forstås som to 'sæt af rationelle beslutninger' vedrørende de økonomiske konsekvenser ved forskellige alternative aktiviteter. I dette perspektiv, hvor beslutninger udelukkende træffes på baggrund af økonomiske konsekvenser, vil parterne endvidere være tilskyndet til at minimere indsatsen når dette ikke forventes opdaget. Det traditionelle svar herpå er kontrol og økonomiske sanktioner, som det fx er etableret i den økonomiske teoris version af principal-agent teorien (Fama & Jensen, 1983; Jensen & Meckling, 1976).

I modsætning til ovenstående perspektiv motiveres og engageres mennesker også af arbejdsglæde ved at varetage opgaver, der opfattes som interessante eller noget særligt (Deci et al., 1999). Dette gælder eksempelvis ved muligheden for at varetage selvstændigt og professionelt udfordrende arbejde. Motivationen kan således være af både indre og ydre karakter. Såfremt den indre motivation ikke anerkendes kan dette virke negativt på den samlede indsats der lægges i arbejdet (Frey & Jegen, 2001). Omvendt vil arbejde der ikke opfattes som interessant eller engagerende bedst kunne motiveres gennem de traditionelle mekanismer (Lazear, 2000).

I Figur 10 er sammenhængene mellem incitamenter, indre motivation (arbejdsglæde) og indsats skitseret under 2 forskellige betingelser. Under den ene betingelse er indholdet af arbejdet 'trivielt'. Det vil sige, at arbejdet ikke giver mulighed for at anvende faglige kompetencer eller tage selvstændige beslutninger i nogen større grad. Under den anden betingelse er arbejdet 'ikke-trivielt'. Det vil sige, at arbejdet giver mulighed for at anvende faglige kompetencer samt træffe selvstændige beslutninger i stor udstrækning.

På baggrund af sammenligningen af en række kontraktrelationer undersøgte paper 3, hvordan de skitserede sammenhænge udfolder sig i en grøn driftssituation, hvor der sættes høje standarder og krav til arbejdet. Det særlige ved de undersøgte kontraktrelationer i paper 3 var at betingelserne for den indre motivation var tilstede (faglige udfordringer og selvstændige beslutninger i arbejdet), samt at parkforvaltningen bevidst forsøgte at understøtte den indre motivation gennem en positiv påskyndelse af arbejdsindsats.

Den første del af analysen påviste, at en grøn driftssituation er præget af både



Figur 10. *Incitamenter, motivation og indsats Figuren opsummerer betydningen af forholdet mellem ydre incitamenter (belønning og kontrol) og indre motivation (arbejdsglæde og engagement) for arbejdsindsatsen. Når jobindholdet udelukkende er af triviel karakter (kedeligt) er ydre incitamenter den væsentligste måde at regulere indsats og resultater på. Den indre motivation vil i være lav. Når jobindholdet er ikke-trivielt (spændende) kan arbejdsindsatsen også være påvirket af den indre motivation. Det vil sige at en arbejdsindsats i sig selv medfører en tilfredsstillelse for den der udfører arbejdet. Såfremt at de ydre incitamenter bygger på en anerkendelse af den indre motivation vil de to faktorer underbygge hinanden og forstærke arbejdsindsatsen (synergi-effekt). Modsats vil ydre incitamenter, der ikke anerkender den indre motivation mindske denne den og dermed 'udvande' arbejdsindsatsen.*

trivielle og ikke-trivielle opgaver. Det vil sige at betingelserne for at arbejde med den indre motivation i kontrakten er til stede. I de undersøgte kontraktrelationer var den indre motivation særligt understøttet af engagement i forhold til arbejdssted, det gartneriske indhold i arbejdet (forudsat af tilstedeværelsen af kompetente gartnere), samt indre tilfredsstillelse ved professionelt veludført arbejde. Den indre motivation (arbejdsglæde) kan således have en betydning i arbejdet med grønne driftsopgaver.

Den anden del af analysen påviste hvordan dette kan forvaltes i praksis og hvilke potentielle konsekvenser bl.a. anvendelsen af formelle styringsinstrumenter i form af kontrol og sanktion har i forhold til arbejdsglæden – og dermed indsatsen.

Den traditionelle udlicitering har en tendens til at minimere mulighederne for at skabe arbejdsglæde, fordi den lægger vægt på ydre kontrol og styring i kombination med en stor grad af specifikation af hvordan arbejdet skal udføres og/eller hvad resultatet skal være. Såfremt den indre motivation minimeres bliver det nødvendigt at bruge flere ressourcer på kontrol, styring og sanktion. Det er derfor væsentligt at kontrakten balancerer behovet for kontrol og sanktioner i forhold til en underbygning af arbejdsglæden.

Paper 3 påpegede også hvordan en forbedret koordination gennem kommunikation og samarbejde kunne 'beskytte' den indre motivation. Kommunikation og samarbejde forbedrede entreprenørens indsats således at efterfølgende kontrol og sanktion kunne minimeres. På denne måde blev de negative effekter af kontrol og sanktion på den indre motivation reduceret.

I en betragtning baseret på omkostningseffektivitet er de traditionelle mekanismer velegnet når den grønne opgave er triviel i sit indhold. Til gengæld er de traditionelle mekanismer ikke velegnede når opgaven er ikke-triviel. Konklusionen omkring anvendelse af incitamenter og motivation tilsiger bl.a. på baggrund af paper 3 således at kontrakten bør omfatte mekanismer, der understøtter samspillet mellem indre og ydre motivation.

9. Minimere omkostninger

Før kontraktindgåelse er der en række omkostninger til udarbejdning og indgåelse af kontrakten. Efter kontraktindgåelsen er der omkostninger til styring, samarbejde, kontrol og sanktioner. Som hovedregel bør disse omkostninger holdes på et minimum, da de ikke har en direkte produktionsværdi. På den anden side bidrager disse aktiviteter til information, der er væsentlig for den løbende koordination og tilpasning af kontrakten, der er nødvendig i grøn drift. Såfremt, der ikke sikres en optimal koordination og tilpasning af aktiviteter i kontrakten er der en omkostning til aktiviteter, der ikke bidrager med en tilstrækkelig værdi i forhold til deres alternative anvendelse. I dette tilfælde spildes ressourcerne på forkerte aktiviteter.

Parkforvalterne i case 2 og 8 anvendte to forskellige strategier til minimering af styringsomkostninger. I case 2 blev kontraktlængderne og -størrelserne øget med det formål at mindske udgifter til udarbejdelse og indgåelse af kontrakter samt give rum for optimal prissætning gennem specialiserede investeringer. Det mindskede konkurrencepres de længere og større kontrakter betød, blev søgt modvirket gennem anvendelsen af udvidede styringsinstrumenter og mekanismer. Dette omfattede bl.a. et tættere samarbejde mellem parkforvaltningen og entreprenørerne samt årlige evalueringer af kontrakterne.

I case 8 havde parkforvalteren taget den modsatte strategi gennem anvendelsen af mange mindre kontrakter. Herigennem blev det en rutine (Nelson & Winter, 1985) i parkforvaltningen at udbyde og indgå kontrakter med de muligheder for nedbringelse af omkostninger etablering af rutiner giver. Konkurrencepresset blev i case 8 bevaret gennem de mange og mindre kontrakter, men med risiko for at entreprenørerne ikke foretog specialiserede investeringer i forhold til en optimal prissætning.

Case 6 illustrerer betydningen for effektiviteten af en underliggende fælles forståelse mellem parkforvalter og entreprenør. Den fælles forståelse var i case 6 tilvejebragt gennem en fælles professionel og karrieremæssig baggrund

i entreprenørbranchen. Dermed var der en indforstået viden om hvordan begge parter ville tænke og handle i forskellige situationer. Den fælles forståelse muliggjorde både, at tid og ressourcer anvendt på kommunikation og koordination kunne holdes på et minimum samt at nytten af specifikationen blevet øget betydeligt. På denne baggrund var det muligt for parkforvalteren at udarbejde en specifikation, der effektivt kunne håndtere prissætning, tilsyn og styring af kontrakten.

10. Skabe gennemsigtighed

Parkforvalteren og entreprenøren handler almindeligvis rationelt i forhold til deres respektive interesser, men er begrænset heri på grund af tid, ressourcer og evner (fx Foss, 2003; Simon, 1955). Almindeligvis anses mere detaljerede kontrakter som en måde at minimere risiko på og indregne flere forbehold på. Simple kontrakter kan udelade væsentlige spørgsmål ubesvarede og øge usikkerheden i kontrakten. På den anden side, såfremt kontrakten bliver uoverskuelig eller uigennemsigtig, bliver det svært at tilpasse aktiviteterne i forhold til en rationel varetagelse af interesser.

I kontraktteori har detaljerede kontrakter været anset for at være en måde at reducere risikoen for opportunistisk adfærd og skabe overskuelighed i tilfælde af uforudsete begivenheder (se fx Fernandez, 2007). I case 10 implementerede parkforvalteren og entreprenøren et udvidet kontraktstyringssystem med det formål at understøtte og målrette motivation og engagement på områder, hvor det traditionelle kontraktstyringssystem var ineffektivt. På trods af, at kontraktstyringssystemet overordnet blev anset som relevant, var det et praktisk problem at anvende det effektivt på grund af en relativt uoverskuelig opbygning. Parkforvalter og entreprenør havde derfor svært ved at omsætte og anvende kontraktstyringssystemet til praksis. På grund af de forbundne omkostninger i kontraktstyringssystemet blev en række mere simple alternativer anset for at være mere omkostningseffektive af både parkforvalter og entreprenør.

I case 11 anvendte parkforvalteren et omfattende evalueringssystem ved tildelingen af kontrakter. Formålet var at give parkforvalteren et overblik over omkostningerne ved forskellige alternative måder at indrette driften på. Intention var at parkforvalteren efterfølgende på egen hånd ville kunne bestemme indretningen af driften. På grund af at prisstrukturen opfattedes som uoverskuelig løb partnerne ind i uoverensstemmelser omkring prissætning af kontrakten. Uoverensstemmelserne skulle efterfølgende løses gennem kontraktens bestemmelser for konflikthåndtering, hvilket indebar ekstra omkostninger for begge parter. Den fleksibilitet parkforvalteren havde ønsket at opnå gennem prisstrukturen faldt således på gulvet, samtidig med at omkostningerne til kontraktstyringen steg.

AFSLUTTENDE DISKUSSION

Målet og vejen?

Projektet har søgt at besvare fordele og ulemper med hensyn til forskellige former for udlicitering af grøn drift. På baggrund af sammenfatningen er det muligt at fremhæve en række problematikker som udbud og udlicitering af grøn drift skal kunne håndtere for at kunne fungere tilfredsstillende. Det er også muligt at fremhæve nogle retningspile for veje hen mod bedre løsninger. Hvordan det for den individuelle parkforvaltning skal udmøntes er et mere åbent spørgsmål. Projektet har her opstillet en række spørgsmål, der skal besvares i den konkrete kontekst af hver enkelt parkforvaltning. Herunder angives det, at hver måde at besvare spørgsmålene på indebærer afvejninger af fordele og ulemper ved alternative kontraktmæssige mekanismer. Med dette svar har projektet angivet en ramme for læring og udvikling på tværs af parkforvaltningerne.

Fordi projektet har taget udgangspunkt i et øjebliksbillede af, hvad der foregår i de enkelte parkforvaltninger, vil relevansen af projektets konklusioner også ændre sig. Nye erfaringer og nye muligheder vil med tiden indfinde sig. Parkforvaltningerne vil her have brug for at stille forskellige spørgsmål og få forskellige svar alt efter deres umiddelbare situation. I et bredt perspektiv kunne dette omfatte rekruttering og fastholdelse af medarbejdere eller nye finansieringskilder.

Beskrivelsen af mulighederne som henholdsvis traditionel og partnerskabsbaseret udlicitering er her ikke dækkende for den række af muligheder, der tegner sig for den enkelte parkforvaltning. Partnerskabsbaseret udlicitering kan dog ses som et tema for en række aspekter, der helt eller delvist kan bidrage til udviklingen i den enkelte parkforvaltning.

Den udvidede tilgang, hvor parkforvaltningen må søge svar på en række spørgsmål, der rækker ud over den traditionelle tilgang, ville her være en måde at starte på. De 10 huskeregler præsenterer her en mere omfattende række af problemstillinger, som den enkelte parkforvaltning kan anvende til at gennemtænke og restrukturere egen praksis for udlicitering.

I baggrundsafsnittet blev traditionel og partnerskabsbaseret udlicitering indkredset som de 2 valgmuligheder, der historisk set har gjort sig gældende i parkforvaltningen. Afhandlingen har identificeret en lang række forskellige kontraktmæssige instrumenter og mekanismer, der anvendes i praksis af parkforvaltningerne. Herunder kan det siges, at en række parkforvaltninger anvender en række tilgange til udlicitering, der udvider de fire aspekter i standardtilgangen med yderligere aspekter. Frem for at sætte partnerskabsbaseret udlicitering skarpt op over for traditionel udlicitering, som rammen for udvikling af udlicitering, kan udvidede tilgange her foreslås som alternative måder at fremstille og forestå udviklingen i udliciteringen på.

Øvrige bidrag

Forbi det oprindelige udgangspunkt

Særligt i perspektiv af paper 4 kan relevansen af det oprindelige udgangspunkt for udlicitering i parkforvaltningen evalueres. New Public Management har her introduceret alternativer til enhedsorganisationen i form af den opdelte organisation og traditionel udlicitering. I anden omgang er praksis i parkforvaltningen i en række tilfælde i dag nået videre end det oprindelige udgangspunkt og må nu søge inspiration til den videre udvikling andre steder. Bl.a. er de styringsværktøjer der lå i det oprindelige udgangspunkt utilstrækkelige i forhold til en effektiv varetagelse af grøn drift på kontrakt. På denne baggrund kan det siges at det oprindelige udgangspunkt i New Public Management har udspillet sin rolle som vejledning for praksis i parkforvaltningen. I perspektiv peger afhandlingen på at det er nødvendigt at udvide forståelsen af hvad der driver effektiviteten i udlicitering af grøn drift.

HelPark

Projektet har også bidraget til, at belyse hvordan nogle af de værktøjer der lå i HelPark projektet, fungerer i praksis. Dette gælder særligt anvendelsen af forskellige økonomiske incitamenter og motivation. HelPark projektet rummede en række tanker om at driften skulle bygge på bl.a. grøn faglig ekspertise, partnerskabsaftale, handleplaner, bonusordning og deling af viden. Hertil skulle driften indeholde udviklingsopgaver som en tilføjelse til den almindelige opdeling i standardpleje og ekstrapleje.

Paper 3 og 4 berørte de underliggende aspekter, særligt i forhold til hvordan motivation underbygges og nødvendigheden af at arbejde med de værktøjer man ønsker at anvende herfor. Udfordringen med at anvende en bonusordning til at sætte fokus og forbedre en række aspekter i kontraktstyringen som den traditionelle tilgang ikke fangede, var her langt større end det umiddelbart kunne se ud til. Særligt var der aspekter, der ikke egnede sig til at blive gjort genstand for økonomiske incitamenter. Anvendelsen af resultatorienterede økonomiske incitamenter til at understøtte samarbejde og kommunikation var her særligt problematisk. I perspektiv kan det siges, at det er forholdsvist enkelt at indskrive forskellige værktøjer som en del af kontrakten, men det virkelige arbejde ligger i at anvende og tilpasse værktøjerne. Herunder også at tillære sig viden, der ikke relaterer sig direkte til en grøn fagekspertise, og aspekter der almindeligvis hører til styring og ledelse. I den traditionelle udlicitering er kontrakten udformet som en ramme for køb og salg af ydelser. Med skiftet til en partnerskabsbaseret tilgang ændrer denne ramme sig fundamentalt. Der er stadig fokus på specifikation og prissætning af ydelser, men der kommer et ekstra lag med i kontrakten der berører bl.a. menneskelige og sociale aspekter i et mere dynamisk perspektiv (se figur 8). Det vil bl.a. sige, at man ikke læn-

gere kun kan forholde sig til om kontraktens specifikationer er overholdt, men også om forudsætningerne for at specifikationerne kan overholdes er til stede. De formelle sanktionsmuligheder er her ikke tilstrækkelige, når rammerne fra begyndelsen sættes forkert. Dette blev særligt understreget i de engelske cases (se Figur 6).

Projektet bidrager også med at gøre opmærksom på vigtigheden af både sammenhæng og proces i driften. Det personlige sammenspil og tilhørsforhold er væsentlige aspekter, der samtidig er vanskelige at håndtere. En tilgang der anvender formelle værktøjer uden at der sikres en forankring hos medarbejdere er ikke hensigtsmæssig (paper 4). Endvidere bør der ske en tilpasning af de værktøjer, man ønske at anvende i forhold til den konkrete sammenhæng. Forankring og tilpasning skal understøttes løbende og aktivt. Det ligger her en fremtidig opgave for branchen at udvikle kompetencer på fx rådgiversiden, der kan hjælpe hertil.

Det er endvidere nødvendigt at se forankringen og tilpasningen som en *investering*, der rummer et senere afkast. Faren er, at der kun fokuseres på de umiddelbare omkostninger ved udvikling. Dette er nemmere sagt end gjort i en hverdag, der i langt de fleste cases var præget af begrænsede økonomiske og tidsmæssige rammer. En bemærkelsesmæssig case er her Vejdirektoratet, der siden 2003 har anvendt en partnerskabsbaseret tilgang i driften (se paper 1 og 2). I dag har man på baggrund af erfaringerne udbredt den partnerskabsbaserede tilgang som et grundlag for alle fremtidige kontrakter for vejdrift, herunder pleje af grønne arealer.

De 10 huskeregler

De 10 huskeregler, der sammenfatter resultaterne i afhandlingen, udgør en holistisk tilgang til udformningen af grønne driftskontrakter. Tilgangen bygger videre på den holistiske tilgang udarbejdet af Bogetoft & Olesen (2002; 2004). Tilgangen udarbejdet af Bogetoft & Olesen bygger på en mainstream økonomisk opfattelse af kontrakter og kontraktparters motivation og adfærd. Det vil her sige, at kontraktens parter anses for at handle rationelt i forhold til varetagelsen af egne økonomiske interesser. Dette perspektiv er bevaret i afhandlingen, men er suppleret af en bredere forståelse af motivation og adfærd baseret på blandt en mere dækkende psykologisk forståelse (huskeregel 8). Endvidere har afhandlingen indarbejdet indsigter fra organisationsteori og sociologi for at tilpasse og understøtte den holistiske tilgang i forhold til de forhold, der gør sig gældende for udlicitering af grøn drift. Dette omfatter særligt kompetencer (huskeregel 5), samt samarbejde og kommunikation (huskeregel 6).

Den holistiske tilgang til udformning af kontrakter, der er udarbejdet i afhandlingen, adskiller sig fra mainstream kontraktteori og andre undersøgelser af kontrakter baseret herpå. Almindeligvis undersøges kun delaspekter, der ikke tager højde for afvejninger af delaspekter i forhold til en helhed og/eller, der

anvendes tilgange som ser bort fra de karakteristika, der gør sig gældende for bestemte serviceområder. Den holistiske tilgang, der er et resultat i afhandlingen, er her unik, fordi den både tillader at delaspekter afvejes i forhold til en helhed, anvender tilgangen inden for et bestemt serviceområde, samt udvikler og udvider den holistiske tilgang.

PERSPEKTIVER

Den erfaringsopsamling der finder sted i dag, foregår primært decentralt hos de enkelte forvaltninger, entreprenører og rådgivningsfirmaer. Hermed er erfaringsopsamlingen præget af de umiddelbare interesser og vilkår, der er gældende for disse aktører. Denne afhandling har søgt at skabe et grundlag for etableringen af et overordnet perspektiv, der både er uafhængigt af interesser og vilkår og som anvender teoretisk indsigt til at forstå anvendelsen af udbud og udlicitering i praksis. Dette har i høj grad manglet i branchen.

Yderligere spørgsmål til branchen

Afhandlingen har søgt at bidrage til at etablere en videnskabelig ramme omkring anvendelsen af udbud og udlicitering i forhold til grøn drift. Hertil er der stadig en række af spørgsmål, der mangler at blive besvaret – eller stillet. Dette gælder såvel nationalt som indenfor en international videnskabelig kontekst.

På det overordnede niveau kan man spørge, om der findes en 'naturlig' arbejdsdeling mellem offentlige og private aktører i forhold til løsningen af parkforvaltningens mange opgaver. Uden at det har været et spørgsmål i projektet, er svaret nej. I to af projektets cases at fremgik det, at private entreprenører udmærket kan varetage opgaver, der rækker langt ud over de opgaver der traditionelt har været udliciteret – dette oven i købet med succes. De private entreprenører har været dybt involveret i spørgsmål vedrørende både hvem, hvad, hvor, hvornår og hvordan. Begrundelsen herfor er at entreprenøren har adgang til viden, ressourcer og kompetencer som parkforvaltningen ikke har. Herigennem er entreprenøren blevet en integreret del af parkvaltningen – eller om man vil – en ny type parkforvalter. Dette har i de to cases krævet grundlæggende brud med traditionelle måder at tænke forholdet mellem det offentlige og det private og herunder udlicitering på. Særligt kræver det en bredere forståelse af motivation og hvordan man sikrer motivation i konkrete sammenhænge. Det kræver også, at man forstår at tilrette organisationen og kontrakten således, at den underbygger motivationen. Afhandlingen har her opstillet spørgsmålet og givet foreløbige svar på håndteringen heraf. Yderligere undersøgelser på dette felt vil være et væsentligt punkt i forståelsen af, samt udviklingen af udlicitering fremover.

På det interne organisatoriske niveau kan man spørge, om hvilke former for organisering, der er relevante at fokusere på, herunder hvordan sådanne former implementeres og udvikles. I paper 1 berøres dette spørgsmål kort, uden at der søges et egentligt svar. Figur 7 opstillede et overblik over valgmuligheder på to niveauer. På det generelle niveau skal der vælges mellem en intern eller ekstern model. På det næste niveau skal der vælges mellem en række yderligere modeller. Afhandlingen har her uelukkende behandlet spørgsmål vedrørende de foreliggende modeller i forhold til de eksterne modeller.

Under den interne model har den opdelte organisation i den såkaldte bestiller-udfører model dannet forbillede for reorganisering og effektivisering af parkforvaltningen i mange år. Fra et teoretisk perspektiv kunne den opdelte organisation udmærket tænkes anderledes end gennem en rollefordeling mellem en 'bestiller' og en 'udfører'. Endvidere findes der mange eksempler på at den enkelte enhed i bestiller-udfører modellen optræder både i rollen som bestiller og udfører. Dette har dog ikke været undersøgt i denne afhandlings 15 cases. Forudsætningerne for effektiviteten af bestiller-udfører modellen har heller ikke været belyst tilstrækkeligt. Bestiller-udfører modellen giver blandt andet mulighed for at anvende både bureaukratiske og markedsbaserede styringsinstrumenter i forskellige varianter. Bestiller-udfører modellen kan således optræde i versioner, hvor der slækkes på begge styringsinstrumenter samt versioner, der sideløbende anvender stramme bureaukratiske og markedsbaserede styringsinstrumenter. Mulighederne for koordination i bestiller-udfører modellen er således ikke belyst tilstrækkeligt. I forhold til de opstillede valgmuligheder i Figur 7 kan der under den opdelte model, således tænkes yderligere varianter og modeller. Dynamikken mellem forskellige kombinationer af eksterne og interne modeller er her også et væsentligt spørgsmål, der bør undersøges yderligere.

Igennem projektets undersøgelser blev der identificeret flere varianter af udlicitering. På baggrund af udviklingen af udlicitering i bl.a. case 10 er det muligt at tale om en udvidet tilgang for udlicitering, hvor der inkluderes nye elementer i forhold til den traditionelle udlicitering. Ligeledes er det på baggrund af den komparative analyse i paper 5 muligt at identificere forskellige versioner af partnerskabsbaseret udlicitering. Fremover vil det være oplagt, at følge hvordan forskellige udvidede tilgange fungerer og udvikler sig.

På det tekniske niveau har den grønne drift herhjemme i stor udstrækning været defineret gennem kvalitetsbeskrivelsen (Juul et al., 1998). Der kan her stilles et spørgsmål, om der ikke snarere er tale om en beskrivelse for standardisering, da anvendelsen af kvalitetsbeskrivelsen ikke nødvendigvis indebærer, at der sættes fokus på 'kvalitet'. Til sammenligning tales der i England fx ikke om kvalitet på det fag-tekniske niveau, men derimod netop om 'standarder'. Kvalitet kan fx defineres gennem antallet af forskellige variationer, oplevelser og sanseindtryk et grønt område giver adgang til, herunder den biologiske mangfoldighed (DTLR, 2001). I forhold til de forskellige måder at specificere indholdet af kontrakten på var det særligt i handlingsplaner, strategier m.m., at der blev sat fokus på denne form for kvalitet i de grønne områder. Som et forslag kan der opstilles en forskel mellem 'standard' og 'kvalitet'. Det bør ikke være nok, at fordi standarder overholdes, at der efterfølgende kan tales om kvalitet. Hertil må der mere til. Branchen kunne med fordel koble en revidering af kvalitetsbegrebet på en mere generel diskussion af kvalitet og kvalitetsinitiativer i den offentlige sektor (fx Dahler-Larsen, 2008). Herigennem kan der blandt

andet startes diskussioner om hvilke kriterier, der kan anvendes til at definere kvalitet, hvilken slags problemer et kvalitetsbegreb skal søge at løse, hvilke metoder og data der kan anvendes til at operationalisere et kvalitetsbegreb, hvilke styringslogikker der ligger bag konkrete kvalitetsbegreber, hvilke normative begrundelser og antagelser, der understøtter et kvalitetsbegreb, hvilke forhold og værdier et kvalitetsbegreb udelader og/eller undertrykker, samt de spørgsmål bestemte kvalitetsbegreber finder ubekvemme. En kort gennemlæsning af 'standarden' fra 1998 giver her et indtryk af et kvalitetsbegreb, der bygger på normer om entydig styring og kontrol, minimering af afvigelser samt en definering af relevant viden, der bygger på besiddelsen af en grøn fagteknisk ekspertise. Dette kvalitetsbegreb er således anderledes end et kvalitetsbegreb som bygger på mangfoldighed og variation i oplevelser og indtryk.

I forlængelse af en ny diskussion af kvalitetsbegrebet bør der også sættes et særligt fokus på en videreudvikling af styring, kontrol og opfølgning. Projektet har her afdækket en række forskellige muligheder for at styre, kontrollere og følge op på den grønne drift. Tabel 6 oplistede blandt andet en række muligheder, der rækker ud over den model for kontrol og styring af drift, der lå i kvalitetsbeskrivelsen fra 1998.

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APPENDIX

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INTERVIEWGUIDES

Spørgsmål til entreprenøren

Ydelse	**Service**
	Hvordan oplever i kvaliteten af den service i leverer? Er den aftalte service i skal levere i overensstemmelse med jeres faglige standarter?
	Samarbejdet
	Er i tilfredse med jeres relation til myndigheden? Er i tilfredse med det arbejde i udfører?
	Driftsøkonomi
	Hvordan oplever i sammenhængen i driftsøkonomien? Har i oplevet økonomiske problemer mht. driften? Ændringer i den økonomiske ramme/budgetafvigelser? Besparelser/driftsforbedringer?
	Innovation
	Har i anvendt nye metoder (ændrede arbejdsgange/nye maskiner etc.) i forhold til det oprindeligt planlagte? Har i formuleret nye mål og planer i forhold til den oprindeligt planlagte drift?
Kontrakten og samarbejdet	**Kontrakt og kontraktindgåelse**
	Hvordan blev kontrakten indgået? Er de opgaver i løser beskrevet tilfredsstillende i kontrakten? Mener i de opstillede betingelser i kontrakten (servicebeskrivelser, økonomi, etc.) tilstrækkelige til at løse opgaverne til fredstillende? Er alle forpligtigelser beskrevet i kontrakten? Er der tilføjet nye opgaver i forhold til den oprindelige kontrakt?
	Opgaven
	Hvordan vil du beskrive de opgaver i løser? Hvordan vil du beskrive det område hvori i får opgaver løst? Hvor stor er kontraktsummen i forhold til virksomhedens samlede budget? Er varetagelsen af denne kontrakt vigtig for jeres virksomhed?

	Samarbejdet
	Hvordan vil du karakterisere jeres samarbejde? Hvor tit og hvordan mødes i med myndighed omkring planlægning af driften? Har i oplevet uoverensstemmelser og hvordan håndterer i uoverensstemmelser? Oplever i uløste uoverensstemmelser i forhold til myndigheden? Her i tilpasset jeres organisation, materiel, personale og planlægning specielt efter denne kontrakt? Hvordan sikrer i udførslen de aftalte opgaver? Hvad er jeres målsætninger med kontrakten (øget omsætning, indtjening, nye erfaringer, udvikling af forretningsstrategi)? Oplever i en fælles forståelse omkring løsningen af opgaverne og planlægningen heraf?
Baggrund	**Viden og erfaringer**
	Varetager jeres virksomhed almindeligvis opgaver for det offentlige? Hvilken grøn ekspertise besidder i til løsningen af opgaverne (antal medarbejdere, uddannelse)? Hvordan er dine tidligere erfaringer med varetagelse af udliciterede grønne driftsopgaver?
	Lovgivning og regler
	Mener i at gældende lovgivning er hensigtsmæssig i forhold til kontrakten og indgåelsen heraf?
	Økonomi og organisation
	Hvordan vil du beskrive den overordnede økonomiske situation i jeres virksomhed? Hvilken indflydelse mener du den overordnede økonomiske situation har for varetagelsen af kontrakten?
	Strategiske situation
	Har i haft overvejelser omkring den politiske situation hos udbyder i forhold til indeværende kontrakt? Har i andre relationer med den pågældende kommune end gennem den nuværende kontrakt? Tidligere/fremtidige relationer?

Spørgsmål til parkforvalteren

Ydelse	**Service**
	Er i tilfredse med de ydelser og services entreprenøren leverer? Hvordan oplever i kvaliteten af de opgaver entreprenøren løser (kvalitetsniveau, kvalitetsudvikling)? Får i færre/flere klager angående udliciterede områder end normalt fra borgerne?
	Samarbejde
	Er i tilfredse med jeres relation til entreprenøren? Oplever i uløste uoverensstemmelser i forhold til entreprenøren?
	Driftsøkonomi
	Hvordan oplever i sammenhængen i driftsøkonomien? Har i oplevet økonomiske problemer mht. driften? Ændringer i den økonomiske ramme/budgetafvigelser? Besparelser/driftsforbedringer?
	Innovation
	Har i ændret i jeres målsætninger for de udliciterede områder i forhold til det planlagte? Har i ændret jeres mål og planer i forhold til den oprindeligt aftalte drift?
Kontrakten og samarbejdet	**Kontrakt og kontraktindgåelse**
	Hvordan er opgaverne blevet udbudt? (Total-, geografisk- og/eller funktionsudbud)? (udbudskriterier)? Er de opgaver entreprenøren løser beskrevet indgående i kontrakten? Er alle forpligtigelser/aftaler beskrevet i kontrakten eller har i tilføjet nye aftaler til undervejs? Er der senere ændret i/tilføjet nye opgaver i forhold til den indgåede kontrakt? Mener i de opstillede betingelser i kontrakten har været tilstrækkelige til at løse opgaverne tilfredsstillende? Hvilke standarder er anvendt i kontrakten (AB Service, kvalitetsbeskrivelser etc.)?
	Opgaven
	Hvordan vil du beskrive de opgaver i får løst? Hvordan vil du beskrive det område hvori i får opgaver løst? Kontraktsum? Hvor stor er kontraktsummen i forhold til jeres samlede budget? Mener i at løsningen af opgaverne i det bestemte grønne område kræver nogle særlige forudsætninger?

	Samarbejdet
	Hvordan vil du karakterisere jeres samarbejde? Hvor tit og hvordan mødes i med entreprenør omkring planlægning af driften? Hvordan håndterer i uoverensstemmelser? Har i tilpasset jeres organisation, materiel, personale og planlægning specielt efter denne kontrakt? Hvordan sikrer i at de aftalte opgaver bliver leveret? Hvad er jeres målsætninger med kontrakten (besparelser, innovation, ekspertise, service)? Oplever i en fælles forståelse omkring løsningen af opgaverne og planlægningen heraf?
Baggrund	**Viden og erfaringer**
	Har i udliciteret opgaver inden for det grønne område tidligere (samt andre serviceområder)? Hvordan er jeres tidligere erfaringer med udliciteringer? Hvilken grøn ekspertise besidder jeres afdeling? Anvender i eksterne rådgivere i tilrettelæggelsen i forvaltningen af de grønne områder? Hvad er jeres kendskab og erfaringer med den nuværende entreprenør?
	Lovgivning og regler
	Mener i at den gældende lovgivning er hensigtsmæssig i forhold til kontrakten og indgåelsen heraf?
	Økonomi og organisation
	Hvordan vil du beskrive den overordnede økonomiske situation i jeres kommune? Hvilken indflydelse mener du den overordnede økonomiske situation har på driften af de grønne områder? Hvordan er de grønne driftsopgaver organiseret i kommunen?
	Strategiske situation
	Hvordan er den politiske opbakning i kommunen til udlicitering (strategi, planer, flertal)? Hvilke politiske overvejelser er gjort inden den pågældende udlicitering? Har kommunen/forvaltningen en overordnet politik for de grønne områder?

PAPERS

1. Exploring the Efficiency of Standard and Non-Standard Contracting in the Case of Grounds Maintenance Contracting
2. Trust as a Tool in Public Service Contracting
3. Managing Incentives and Motivation in Public Service Contracting
4. Improving Contract Design and Management for Urban Green-Space Maintenance through Action Research
5. Ten Design Issues in Green-Space Maintenance Contracting

PAPER 1

EXPLORING THE EFFICIENCY OF STANDARD AND NON-STANDARD CONTRACTING IN THE CASE OF GROUNDS MAINTENANCE CONTRACTING

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Introduction

When public authorities contract out provision of various public services they often do so with prospects for efficiency gains in mind. In the 'market and management' reforms in the 1980s and 1990s contracting out was framed as simple 'make or buy' choice where markets were synonymous with buying services from external service providers. Congruent with this understanding of markets 'standard contracting' in the form of the four core tenets of specification, pricing, monitoring and eventual enforcement complied with the ideal of 'transactional contracting' (Boyne, 1999; Macneil, 1980). Since the introduction new ideas of 'governance' and 'partnerships' in the late 1990s and early 2000s the choice for using markets has become more complex than the simplicity of the 'make or buy' choice alluded to. The new ideas has given rise to various 'non-standard' forms of contracting (e.g. Bovaird, 2004, 2006) and standard contracting is now challenged as the sole option for using markets as a driver for efficiency. The interest in non-standard forms of contracting has under the heading of Public-Private-Partnerships mainly been centred upon large scale projects combining build, operation and finance of public services. Conversely, it can be argued that more basic types of services such as typical blue-collar work (e.g. cleaning, garbage collection, or grounds maintenance) are still subsumed to standard contracting as a first choice.

In this paper we set out to explore the relevance and potential efficiency of non-standard forms of contracting in public service contracting for more basic types of services by investigating the case of contracting out grounds maintenance. For this purpose we employ transaction cost reasoning to investigate if transactional characteristics of grounds maintenance give rise to contracting difficulties justifying non-standard forms of contracting. In the paper, transaction cost reasoning provides a coherent theoretical framework for exploring

questions of efficiency. Subsequently, as circumstantial empirical evidence, we explore the reasons for the choice of non-standard forms of contracting out grounds maintenance in the Danish Road Directorate (DRD). Based on the relative simple task environment of grounds maintenance i.e. road sides and resting areas, we argue that the case of DRD can be viewed as one extreme of grounds maintenance if juxtaposed to more demanding maintenance of green-spaces of high horticultural and landscape-architectonical standards. Hereby, we infer that if non-standard forms of contracting have relevance in the task environment of the DRD it is reasonable to conclude that such forms has relevance for grounds maintenance of a more complex nature as well.

The paper is organised in following parts. Part II discusses transaction cost reasoning. Part III investigates the transactional characteristics of green space maintenance. Part IV provides circumstantial evidence in two cases and examines the reasons for the choices of non-standard contracting. Part V sums up conclusions.

Transaction Cost Reasoning

A transaction occurs when a good and/or service is transferred across a technologically separable interface (Williamson, 1981). Transaction costs are associated with the costs of transferring goods and/or services and are hereby usually distinguished from productions costs (e.g. costs of labour). Transaction cost analysis of contracting out in the public sector has been conducted on the basis of both qualitative (Bryson, 1984; Kavanagh & Parker, 2000) and quantitative methods (Brown & Potoski, 2003, 2004; Tavares & Camönes, 2007). In this article we use qualitative data as circumstantial evidence in an analysis of the key transactional characteristics of grounds maintenance with the purpose of assessing standard contracting's ability to economize on transaction costs. The analysis rest on the central premise in transaction cost economics that the cost effective choice of a contractual or organizational arrangement vary systematically with the attributes of a transaction. An arrangement must address problems of adapting, coordinating and safeguarding an exchange more efficiently than other alternatives (Williamson, 1991). The transaction cost approach has originally been applied to private firms' choice of 'make or buy' within the institutional environment of competitive markets. In his seminal article Ronald Coase (1937) explained the rise of the private firm as one 'alternative method of coordinating production' with reference to the relative costs associated with organising the coordination of production within the firm vis-à-vis the market. In an encompassing way Ouchi (1980) defined the elements of transactions costs as: *"Any activity which is engaged to satisfy each party to an exchange that the value given and received is in accord with his or her expectations"*. Ouchi's definition draws attention to the essential

aspect that gives rise to transaction costs. That is, transaction costs emerge as a consequence of engagement in activities that seek to minimize uncertainty about a future received (or given) value in an exchange relationship. Williamson has explicated transaction costs into ex ante and ex post types. The ex ante cost typically arise as costs of drafting, negotiating, and safeguarding a contractual agreement whereas the ex post costs typically arise as cost of a mal-adapted arrangement, correction of misalignments, dispute resolution, and effecting commitments (1985, p.20-21). Depending on the characteristics of the transactions in question alternative arrangements bear differential costs to ex ante and ex post activities.

More recently the transaction cost approach has been applied to public organisation's choice. Within a public context it has offered a critical foundation for analysis of reform initiatives promoting pro-market solutions in the public sector. In particular, the transaction cost approach goes beyond conventional views that sees market based service provisions as inherently superior (Coulson, 1997; Marsh, 1998). While some reservations may be made on the use of transaction cost reasoning in a public service setting due to more ambiguous goals, greater complexity in their environments, and imposed political and institutional constrains on choices related to the organisation of production, public organizations can still be regarded as purposive organisations that seek to reduce risks associated with uncertainty (Brown & Potoski, 2003).

In the literature it is possible to identify a range of key dimensions of transactions that give rise to differential transactions costs. In Williamson's standard setup for transactional analysis, asset specificity, exchange frequency, and environmental uncertainty make up three key dimensions. Later Jones et al. (1997) have added task complexity, Conner and Prahalad (1996) and Maher (1997) have added the market competition and structure as key dimensions. Each dimension influence how alternative arrangements economize on transaction costs.

Transactional Characteristics of Grounds Maintenance

At a first glance grounds maintenance services may be perceived as a collection of highly standardized tasks of relatively low complexity. The default for specification of grounds maintenance services is based on a disaggregation of a green space into a hierarchy of individual parts based on practical needs. The top of the hierarchy includes identified green spaces in the shape of larger green structures (such as the Boston's green belt in the US or the green structure of Stuttgart, Hanover, or Munich in Germany), or more specifically local public parks (e.g. Kensington Gardens in London or Central Park on Manhattan). The base of the hierarchy includes green elements such as grass surfaces, (groups of) trees, hedges, flowerbeds, or shrubs and service facilities such as foot paths,

benches, litter bins, play ground equipment, or toilets. Play grounds or picnic areas constitute the middle of the hierarchy. Each part may be assigned a specific function or divided further into several sub types. In this way, grass surfaces may be divided into several subtypes such as pitches or nature grass. The requirements for maintenance of individual parts are then specified. The requirements are normally defined through either highly standardised instruction or/and performance specifications of relatively low complexity. Thus, grounds maintenance services are identified in a system of both aggregated and disaggregated constituencies. The practical needs for reducing the complexity of the system in order to bring grounds maintenance into a formula that comply with the needs of contracting has brought attention to the disaggregated level. The needs of specification for pricing, control, and enforcement of the contract are the driving force in the attention to the disaggregated level. While a disaggregation of a green space into individual parts enables a relatively simple standardization and specification of maintenance tasks, the coordination and management of the range of tasks at the aggregated level is more difficult to standardize and specify.

Asset Specificity and frequency of Exchange

Asset specificity refers to any specialized investments made by a party to a contract to carry out a particular transaction and the degree to which the asset can be redeployed to alternative use outside the contract without sacrificing productive value. Asset specificity gives rise to bilateral dependency between contracting parties and therefore impose economic hazards to parties of a contract because the value of the investment is lower outside the contract than inside. In cases of renegotiation due to contingencies not regulated for in the contract, bilateral dependency gives rise to 'hold up' problems. Increasing degrees of asset specificity gives rise to non-standard forms of exchange coping with adjustment of the contract and imposed hazards. At least six different types of asset specificity are usefully distinguished: 1) Site specificity, 2) Physical asset specificity, 3) Human assets, 4) Dedicated assets, 5) Temporal assets, and 6) Brand name capital (Williamson, 1991: 281-282).

The frequency of exchange refers to how often a specific transaction is executed. Frequent exchange allows human asset specificity (e.g. tacit knowledge) to develop and deepen through continued interactions (e.g. higher frequencies of transactions). Frequent exchange also allows more informal mechanisms of control to emerge and minimize tendencies to pursue narrow short term interests. Transaction costs may be lowered in a frequent exchange relationship (e.g. recurrent or relational contracting) by the development of trust as a governance mechanism for exchange (Ring & Van De Ven, 1992, 1994).

Standard contracts for grounds maintenance is basically organized as a framework for buying and selling a range of ex ante specified and priced services within a fixed period of time. Transaction of services related to grounds

maintenance for a typical day in a public park may include the contractor's provision of services such as lawn moving, cleaning path ways, litter collection, cutting hedges, weed control or information services for park visitors. Each service requires the contractor to dedicate labour and machinery including time to preparing and finish work. A typical public park also includes specialities. Local growth conditions or specification not corresponding with individual elements require the contractor to develop knowledge of local conditions for services provisions to enable efficient use or productive resources.

The frequency of exchange within the standard contract is high and due to asset specificity should best be organized with a contract of a length enabling the contractor to get a return of initial investments.

Environmental Uncertainty

Environmental uncertainty relates to a range of more or less unforeseen contingencies arising from unpredictability of the future. If all contingencies could be foreseen and regulated for in the contract, the contract would be complete. Environmental uncertainty together with the conditions of bounded rationality renders virtually all living contracts as incomplete to some degree.

Williamson (1985: 52-63) has identified changes in demands for products, changes in available technology, and the cost of production inputs (labour, machinery, investments) as typical causes of environmental uncertainty that may affect the cost of the transaction. Time is intimately related to the degree of environmental uncertainty. Longer time frames will tend to increase the chances of unforeseen contingencies to arise.

Several conditions surrounding provisions of grounds maintenance services may induce uncertainty in different ways. Green spaces and gardens are a part of larger natural systems and as living biological systems they contain its own inherent dynamics and unpredictable contingencies. Weather conditions may change from year to year; or the life cycle of similar plants may vary depending on growth conditions or individual plants resistances to diseases. The public aspects of green space services induce a second set of uncertainties. Visitors may change behaviour in unpredictable ways or public events may require unplanned action.

Some contingencies may be planned for while others are harder to plan for. There are multiple methods for including flexibility in the contract that regulate for contingencies. A differentiation of obligatory and supplementary tasks allows the park manager to regulate the overall service levels within the contract period. The park manager may also be allowed to regulate the total amount of service provision within certain limits (e.g. +/- 15% of the initial contract sum per year). However, flexibility comes at a price. If the methods induce uncertainty it will represent an economic risk for the service provider and if sensible it will bear a premium included in the pricing of the contract.

Task complexity

Jones et al. (1997) has identified the no. of different specialized inputs to complete an output as an additional source of differential transaction costs. Task complexity increase interdependency and heightens the need for coordinating activities. Task complexity under time pressure makes coordination through sequential exchange infeasible and makes team based coordination feasible, where the parties simultaneously work to produce a good or service through horizontal adjustment and information sharing.

For the outsider, maintenance of grass surfaces may seem a rather simple task. However, from the perspective of a contractual agreement for grass cutting in all public areas in a medium sized city it is more complicated. In an intensively used park setting the growing of grass is a specialised branch of gardening. Advanced machinery is used for the cutting itself, but also unpredictable maintenance tasks need to be considered and implemented in order to fulfil the optimum potential of the specific lawn. E.g., top-dressing is a soil-mix used to level the lawn at the right time of year, weeding (e.g. mechanical and without the use of chemicals), vertical trenching, and aeration are other tasks to be dealt with in an annual cycle of lawn maintenance. Thus, task complexity points to non-standard contracting as a relatively more efficient form.

Competition and Market structure

As a final key dimension of transaction cost Conner & Prahalad (1996) have identified the level of competition within the market for a given product as a source of transaction costs. It is impossible to make an a priori assessment of the general properties of this aspect for all grounds maintenance contracts. However, certain properties may still be highlighted. The geographical location of public parks may be a good proximate for the markets structure. In (remote) rural areas competition is scarce as it involves high investment costs to start up new contracts (specialized assets) and impose a relatively high degree of moral hazard. Furthermore, if a contract is lost it will be difficult to re-allocate productive capacity to other contracts without high costs. In metropolitan areas competition is easier to establish and contractors' investment may involve a lower degree of asset specificity. Thus, non-standard contracting would be relatively more efficient in rural areas.

Circumstantial Evidence

Sampling

In a time where the public sector experiences a combination of increasing service demands and financial restrictions, public managers – and public green space managers – could rely on the global push for reforms (Kettl, 2005) to develop and disseminate efficient arrangements for public service provision. However,

a range of political and institutional constraints may impede the development and dissemination of efficient arrangements.

Firstly, an institutional setup within an organisational field may contains a set of globally legitimated ideas and practices that may or may not be efficient in specific contexts (e.g. Scott, 1995). Consequently, and something it is hard to find remedies for; when managers in the public sector subscribe to particular ideas and practices they may have sound reasons for considering other issues than efficiency (Brunsson, 2002) or they may pursue more covert interests in order to shape their organizations according to their self-interests (Dunleavy, 1992). The same may be concluded for choices promoted by political interests based on ideological grounds. Thus, the partnership discourse has been suspected to promote well-established neo-liberal and neo-conservative policies in new disguises (Linder, 1999; Miraftab, 2004). Secondly, although a certain idea or practice may be efficient in a specific context, its adaptation and implementation may be associated with (unacceptable) high costs for the individual organisation (e.g. Brown & Potoski, 2004). Improvement of contracts through isolated trial-and-error experiences within individual organisations may be costly and slow compared to more systemised approaches (Bogetoft & Olesen, 2002; Bogetoft & Olesen, 2004). Thirdly, public managers may simply lack the basic understanding which upon (s)he can make rational choices regarding efficient arrangements for contracting out (e.g. Jensen & Stonecash, 2005).

The study has countered this bias by sampling a case which inherent characteristics were conducive for revealing choices based on reasoning for economic efficiency. In the case we have outlined a contracting history for the Danish Road Directorate including a description of the chosen contractual arrangement and the inherent reasoning behind the choice.

The 'revelatory' power of the circumstantial evidence is based on of following characteristics of the case: 1) the DRD has used contracting out as the primary mean for providing grounds maintenance services over a prolonged period, 2) the DRD has been faced with political demands to continuously improve efficiency, 3) contracting out has been executed in competitive markets, 4) the contracting authority held reputation within its sector for being leading regarding contracting out, 5) within the limits of the overall legal framework for public procurement the contracting authority has been granted a degree of freedom on the choice of alternative contractual arrangements, 6) both standard and non-standard arrangement has been viable options.

The Danish Road Directorate

The DRD is endowed with responsibilities for the Danish national road grid, overall planning and development of the road sector, and elaboration of professional expertise and knowledge in Denmark. In 2004, the total value the

agency's assets was estimated to be in the range of app. 5.800.000.000 € and the total annual budget was in the range of app. 280.000.000 €.

Since early 1980s, private contractors have provided all services related to maintenance of road grid systems. Contract management in the DRD has in a prolonged period focused on the standard tenets of contracting out i.e. specification, pricing, monitoring, and enforcement of service provisions. Over the years, the DRD has accumulated organisational competencies for managing service provisions by contract and compared to in-house provision in the public road sector contracting out has demonstrably yield comparatively better results in terms of improved technical efficiency in service provisions related to road maintenance (Blom-Hansen, 2003). However, despite the improved efficiency, the experience with contract management has been accompanied by frustrations and negative sentiments among both DRD managers and contractors about the strategic nature and dynamics of contract management.

By the agency's senior management the nature of contract management was summarised as a 'game of mouse traps' and by the top management in one of the agency's regular contractors the contract management was summarised as; 'a never ending spiral of decline'. In theoretical terms, the statements express accumulated frustrations with working in a setting characterised by the typical ex ante and ex post problems of adverse selection and moral hazards as identified in the agency theory literature (Fama & Jensen, 1983; Jensen & Meckling, 1976).

Furthermore, in the light of good experiences with so-called 'partnering' for organising building projects within the Danish construction industry, the agency believed that standard contracting did not utilise the competencies of the contractors fully and the coordination of service provisions were poor.

In 2002, the DRD initiated a change for contract management in the smallest of three national road districts by including 'partnering agreements' in three service contracts covering all services related to road maintenance in the district. Through competitive procurement procedures three regular contractors were rewarded the contracts. The contracts represented a total annual value of app. 7.000.000€. The partnering agreements set up five common focal areas for the contract. Each focal area where specified in a range of strategic objectives, a range of economic incentives were included to spur attention and motivation toward fulfilment of objectives, coordination was ensured by including work teams consisting of participants from both contractors and the DRD, an internal system for dispute resolution, based on solutions on lowest possible level, was included as well. Among the contractors the inclusion of partnering agreements in contract management was described as a *'totally different approach'*.
In 2005, the service contracts for road maintenance in the largest district were at time of renewal and an extended form of the original partnering agreement was

included. The introduction in 2002 and the subsequent revision and extension of the partnering agreement in 2005, were partly based on internal experiences and partly inspired by parallel (new) experiences within the Danish construction sector. The new partnership agreement included a 'collaborative space' including a forum for dialogue and coordination among all contractors working for the DRD. The collaboration within each contract was extended to collaboration between contractors. In 2007 DRD planned to extent partnering agreements to all future maintenance contracts. Besides the extension's confirmation of the usefulness of the partnering agreement, the new partnering agreements allowed for a more decentralised approach for clients and contractors to reach an agreement. The initial five points were extended to include at least 3 obligatory point and voluntary points. Thus, clients and contractors with less experience was allowed to concentrate to learn the 'basics' of partnering, while more experienced clients and contractors were allowed to deepening their partnering agreements and put forward even new dimension in a collaborative style of contract management.

Examples of improved performance

The results from the change in contracting comprised both economic and non-economic improvements. The results also included a more motivated and professionally engaged management due to delegation of responsibilities and greater involvement in planning and coordination.

Together with the contractor DRD achieved to develop a new standard for specification of cleaning tasks. The new specification enabled a quality control that at the same time was both a less rigid and more effective to manage.

A second innovation achieved through partnering agreements was to increase work safety through new road blocks. The work risks inherently connected with working along road sides were hereby reduced substantially. The innovation was only possible by the willingness of both parties to change initial services specifications and procedures for planning.

Partnering agreements also resulted in 'avoided arbitration'. In one case a dispute aroused due to a divergent views about pricing and payment in the contract. Without the commitment to partnering and the included instruments for conflict management the dispute was acknowledged by both parties to have been handled by external means for conflict resolution. This would have been costly for both sides in terms of both times and resources and decrease in the trust between the parties.

In this case the decrease in trust would have been costly (to both sides) as the partnering process had resulted in decreased use of formal controls. The frequency of contractor's reports on self monitoring had been reduced from app. 1500 annual reports to app. 350 due to the Road Directorate's increased trust in contractor's reliability.

The shift to partnering agreements also allowed the contractors to enable a more flexible use of resources. The Road Directorate achieved to receive more services (number of works) within the same financial framework due to the contractors more flexible use of productive resources. For the contractors this change was received positively in terms of both personal challenge and the overall planning process.

Conclusions

Grounds maintenance has formerly been regarded as most efficiently provided by standard contracting in comparison with an in-house arrangement. The evidence we have presented in the paper may highlight the scope for non-standard forms of contracting as a driver of efficiency. The analysis of transactional properties questions standard contracting as the first choice for contract management. The circumstantial evidence supports the relevance of non-standard contracting – and in this case: in the form of partnering – as an efficient alternative to standard contracting for contract management.

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PAPER 2

TRUST AS A TOOL IN PUBLIC SERVICE CONTRACTING

Abstract

The paper explores the issue of trust in contractual relationships through a discussion of various theories. Although awareness of trust as an element in public contracting has only emerged recently as a part of the partnership discourse, trust is also vital in more traditional 'NPM style' contracting. Through working with trust as a tool related to the required competencies for contracting it is possible to develop NPM styles of contract toward partnerships based contracting in incremental steps and hereby increase contractual performance.

Key words

Contract management, green space management, partnerships, trust

Trust and partnership on the agenda

With an outset in the literature on trust and contracts, this article elaborates a framework for understanding what trust is about, what trust is built upon, and the role of trust in different types of public service contracts. On the basis of the framework and recent partnership experiences within urban green space management in Denmark an incremental approach to developing partnership based contracting are proposed.

In recent years the idea of partnerships between public and private actors has become an integral part of the agenda for public service provision (Bovaird, 2004, 2006). As a preliminary encirclement the idea of partnership may be understood as a shift in focus from 'competition' and 'distrust' toward 'collaboration' and 'trust' within contractual relationships between public authorities and private service providers (Entwistle & Martin, 2005). However, a further investigation of the relationship of trust and contracts reveals the subject as more complex than a simple juxtaposition discloses.

Recently fuelled by a range of strategic initiatives by the Danish government (Finansministeriet, 2003a, 2003b; Regeringen, 2003a, 2003b, 2004), the awareness of partnerships the Danish public sector has been increasing in the last five to six years. Within public green-space management the partnership idea has in recent years been adopted to suit the provision of green space maintenance services. The current cutting edge experience within public green space management is summarized in the concept of 'Integrated Park Management' (IPM) (Randrup et al., 2006). The IPM concept was developed through the development and implementation of a partnership based contract for green

space maintenance in the outskirts of a medium sized Danish local government. Key lessons in the IPM project included the necessity to embed day to day operations of green space maintenance in a broader policy and contract framework. Collaboration between contracting parties and involvement of stakeholders were identified alongside a range of extended contractual tools to meet the identified necessity.

The idea of partnership is adapted by other authorities in the public sector, and knowledge on the working of partnership based contracts for grounds maintenance is accumulating. Development of partnership based contracting for green space maintenance has notably been done by the Danish Road Directorate.[1] In the following an approach toward partnership based contracting is elaborated on the basis of relevant literature on trust and contracts.

Partnership based contracting: what and when

Standard contracting for public services is focused upon specification, pricing, control, and enforcement of service provisions. In partnership based contracting the focus is supplemented by additional agreements. This could include targets for cost savings, strategic targets for development, a customized organisation, or internal resolution mechanisms. In contrast to standard contracting it follows from the additional agreement that the contracting parties must enter into a collaborative relationship toward the realisation of multiple objectives within the common framework agreement.

Partnership based contracting can be said to be particular well suited when service provision requires a high level of discretion/flexibility in the performance of tasks and/or holds an rationalisation potential i.e. where the optimal services to be performed are difficult to specify ex ante.[2] Although green space maintenance initially has been regarded as routine blue collar work, suitable for standard and relatively simple NPM styles of contractual arrangements, it is in most cases not. At least three reasons can be stated. Firstly; green spaces serve multiple purposes and are embedded in a larger social, economic, and ecologic setup (Sandström, 2002). Good green space management and maintenance must reflect all these aspects. Secondly; green spaces are constituted by a variety of interacting biological elements continuously subject to changes induced by natural and climatic conditions, or simple wear and tear. Thirdly; public green

[1] As a state agency the Road Directorate have the responsibility for a large share of the Danish transport infrastructure and have successfully implemented partnership in their contracts for road grid maintenance since 2003. A substantial part of road grid maintenance is related to green space maintenance. The partnership experience is public available in a series of reports from the Danish Road Directorate. See: Simonsen & Høgsted (2003), Vejdirektoratet (2003), Høgsted (2005).

[2] Thus a partnership based contract is corresponding to what Ian Macneil (Macneil, 1980) labels 'relational contracting' or Williamson (Williamson, 1991) analyze as a 'hybrid' mode of governance.

spaces only have limited legal protection, access to funding, and political awareness compared to other public welfare services. In turn, information needed for the client to draft meaningful contract specifications ex ante is difficult to generate as it emerge ex post through the act of providing the services. However, much of the needed information is present or easily accessible for the service provider, working in the field, while difficult to gather for the public authority, sitting in his office. In practice, this leaves a professionally (i.e. horticulturalist) based service provider and his grounds staff with vital information on how green space maintenance should or could be performed.

All in all, these factors make green space management and maintenance a complex and contingent matter subject to limited resources and informational problems. Hence, simple contractual schemes as promoted by NPM focusing on pricing, control, and enforcement of ex ante specifications are apt to be inappropriate.

Collaboration and information sharing on such issues as process optimisation and green space development can very well be undertaken in a sort of 'informal' partnership arrangement, as it is already the case in some places today. Informal partnership arrangements are somehow fragile to disturbances due to no credible commitments be neither party. However, through a formal commitment by the parties in a partnership based contract it is possible to work effectively with partnership elements. Moreover, by creating formal standards for partnership based contracts and making it a part of the competitive parameters (ranked alongside price and quality) in the tendering process it can be avoided that the public authority and service provider are locked into infinite relationships. Such 'lock-ins' are prone to block efficient working markets and blur transparency on price and quality. Partnerships should complement – not substitute – the focus on efficiency and effectiveness.

The creation and preservation of trust between the contractual parties is a decisive element for partnership based contracts to be successful. Indeed, it can be said that trust and shared understanding constitutes the nucleus of partnership based contracts. It is known from studies of contractual relations between private firms that a high degree of trust leads to improved performance (Lane & Bachmann, 1998; Lorenz, 1999; Sako & Helper, 1998; Wong & Cheung, 2005; Wong et al., 2005). The improved performance includes reduction of management cost by decreasing hierarchical control and improved conflict management, higher degrees of individual and group based learning, more efficient use of resources and higher quality of services. Although pure private market relations differ substantially from public private relations regarding the legal and political-institutional context (Brunsson, 2002) the performance of private trust based contracts indicates that a contractual relationship based on a high degree of trust – e.g. in partnerships – may have its natural relevance in the toolbox of public management.

Toward a new attitude

Harvesting the benefits of partnership based contracts does not come along by itself. It demands commitment and deliberative efforts from both the authority and the service provider to obtain and sustain required competencies for fulfilling the aims of the partnership. This is true for involved employees as the respective organisations – both within and between individual contracts. Besides efforts toward development of competencies, it also demands a break with the left over's from the mindset of NPM inspired reforms (Hood, 1991, 1995; Hood & Peters, 2004) for using the market in the public sector and the theoretical scenery of public choice and transaction cost economics (Boyne, 1998a, 1998b, 1999; Walsh, 1995). At its core the mindset of NPM inspired reforms holds the assumption that contractual parties seek to maximize own interests – also at the cost of the contractual counterpart i.e. parties behave opportunistically.[3] Rigid service specifications, robust control mechanisms, and economic sanctions (i.e. high powered safeguards) ready at hand are therefore the main prescriptions for contracting if one thinks NPM.

Both private and public parties have experience with opportunistic behaviour with resulting negative consequences for the contractual performance. Therefore it is only natural if an attitude of mistrust develops and robust monitoring/control and sanction mechanisms become a natural part of the contractual toolbox. On the other hand it must be admitted that not all mediocre contractual performances stem from intended ill-will from contractual counterparts. Differences in the perception of maintenance or professional standards, non-fitting or poorly drafted service descriptions, non-communicated expectations or unforeseen events demanding change in service provisions can have its detrimental influences as well.[4] In such situations it is possible to work with the improvement of competencies instead of pursuing temporary economic compensations.[5] When we open up our eyes to the possibility of doing things better instead of merely watching our backs with defensive routines (Argyris, 1993, 1999) a new world opens up and trust instead of mistrust comes to the fore and it becomes relevant to talk about contractual collaboration as a part of contract management (Entwistle & Martin, 2005). Partnership based contracts implies a different way of thinking and a change in the basic contractual attitude.

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[3] Although epistemologically coherent (Gow & Dufour, 2000), NPM is not a theoretically coherent set of thoughts but draw on different theoretical schools. However, leading inspirations for the organisation of contractual relationships in NPM stems form theories holding behavioural assumptions of opportunism and self-interested utility maximation.

[4] For a thought through elaborations on contractual problems see Macneil (1980), Macneil & Campbell (2001).

[5] This argument builds on a competence based view of a firm in contrast to the contractual / transactional view of the firm. For an overview see Hodgson (1998).

What is trust in contract collaboration?

In interviews with involved employees in partnership based contracts 'trust' and 'trustworthiness' are mentioned as decisive elements, but also interviewed employees in more traditional NPM style contracts have an understanding of trust and trustworthiness as crucial.[6] From these observations is can be induced that trust may have relevance in both types of contracting; at least when it comes to green space maintenance. That trust is crucial in NPM style contracts is somehow surprisingly because in theory trust should be unnecessary in a contractual relationship based on clear technical specification of services, and effective monitoring and sanction systems. On broader grounds the notion of trust can also be argued away as a relevant concept in economic exchange relations as these are based on economic calculations and assessment of risks.[7]

It can be difficult for an employee to say what is actual meant by trust and what role trust plays in the contract. There are good theoretical reasons for this. Trust is an indispensable part of all human relations and our mind intuitively rely on trust without having the need of being aware of any definition of it (Luhmann, 1979). In short, in everyday life we do not need any definition of trust for trust to work. However, in a contractual relationship it becomes helpful to define trust, the basis of trust, and become reflexive on how to work with trust in a deliberative manner. In this way it can be avoided that trust – and more unfortunately, distrust – in a contractual relationship emerge by chance or as a matter of personal traits. Thus, by starting to define trust we take the first step toward turning trust into a tool in the professional contract manager's toolbox.

In sociological accounts of trust (Barber, 1983; Gambetta, 1988; Luhmann, 1979; Möllering, 2001), trust is conventionally conceived as an expectation that a certain outcome, action or intention to act will be realized e.g. that a contractual counterpart will deliver services as expected. At the same time it is also implied that the outcome, the intention or the action will be acceptable or beneficial for the one who shows trust as for the one who is trusted (Hardy et al., 1998). Thus, trust can be defined as an expectation toward a contractual counterpart to take action, have the intent to take action or assure outcomes in a 'mutual acceptable manner'. Trustworthiness is gained by continuously staying within the circle of the 'mutual acceptable'. It follows that a contractual counterpart that behaves in a way that is perceived as acceptable, but is unacceptable for the counterpart herself, will be untrustworthy. In the case a part violates own values or interests we may observes a case of incompetence, a subtle power relation, or a deceptive strategic game instead (Hardy et al., 1998).

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[6] The interviews have been conducted as a part of research on green space management in Denmark.

[7] See Williamson (1993a, 1993b, 1993c) for a defence of the irrelevance of trust in contractual relationships

Hence, at the outset trust as a tool is about making one's own and the other's expectations, values, and interests visible. Mutually acceptable actions, intentions and procedures for actions must be defined in the contractual relation. In other words, a partnership based contract entails a close collaboration between parties around and within a common framework agreement.

Trust as a tool

Trust in a contractual relationship should not be pursued for its own sake, but be constituted as a tool that contributes to increased contractual performance. In some cases mistrust may be the appropriate attitude. In similar way misplaced trust in a contractual relationship may be related to decreasing performance and endurance of non-profitable relationships. Indeed, sometimes distrust may be the healthy attitude (e.g. Ullmann-Margalit & Hardin, 2004). Therefore, trust in a contractual relationship should be a tool one masters as one masters tenders, procurement, environmental regulations, social aspects, open book accountancy, draft of service specifications etc. The work with trust should have a professional outset. Showing trust should not be a leap into the unknown.

Trust builds on competencies

The provision of services through contract is necessarily dependent on the parties' competencies. Without the relevant competencies it will not be possible to stay and work within the common framework agreement. Hence, it is crucial that the parties possess the relevant competencies and one can trust that these competencies are continuously present or supported. Trust should be built on the relevant professional competencies that contribute to the provision of services and not other more irrelevant matters or mere incident. The relevant professional competencies can roughly be divided into technical competencies, contractual competencies and abilities to exercise goodwill.[8]

The technical competency is the ability to solve technical defined tasks in a qualified way. The contractual competency is the ability to meet the expectations of mutual exchange in an ongoing contractual relationship. One should divide the contractual competencies into a) basic and b) extended competencies. At the level of basic competencies belongs the ability to sustain the expected delivery of specified services. It is lack of basic contractual competencies if a service provider to not satisfy himself economically in the contract – even more to choose such service provider. At the level of extended competencies

[8] In the literature on trust in contractual relationships, trust can be analysed within a more or less differentiated framework (Blomqvist et al., 2005; Lane & Bachmann, 1998; Wong & Cheung, 2005; Wong et al., 2005; Woolthuis et al., 2005). The same is true for the concept of competencies (Hodgson, 1998). The employed differentiation of competencies and trust is derived from Sako & Helper (1998).

belong elements such as open books, economic incentives, strategic agreement, dialogue and exchange of employees between organisations. These elements tend to make the contract more complex but also more able to satisfy specific needs of the public authority. Goodwill is the ability to take beneficial action in the interests of the contractual counterpart (active goodwill) – or refrain from detrimental action (passive goodwill). It is through the extended contractual competencies the ability to work deliberatively with goodwill is fully achieved. There is a complementary relationship between more extended contractual competencies and goodwill that is positively associated with higher overall performance (Cannon et al., 2000; Poppo & Zenger, 2002).

Figure 1 illustrates the competency requirements and differences between NPM style of contracting and partnership based contracting. Although NPM style of contracting is built on the expectation of possible shirking it will in real life require a certain level of trust in the contractor's technical and contractual competencies. Whatever the price offered in a tender, without the presence of trust in these basic capabilities, it can only be described as hazardous to make a contractual agreement. In a partnership based contract there will be additional expectations about extended contractual competencies and goodwill abilities. There are no expectations about this in a NPM style of contract.

There is a continuum between NPM style contracts and fully developed partnership based contracts. The development toward partnership based contracts is conditioned in the presence or development of extended contractual competencies. At the core of a partnership is the trust based relationship, where each part operates within the borders of the mutual acceptable on all competency levels. The extended contractual competencies are supporting and enabling tools. In principle a partnership based contractual relationship can be realized in a countless number of ways, although the public context has some limitations regarding fixed legal and institutional frameworks.

Creating trust through incremental steps

Trust can be created and destroyed. If a trusted person continuously acts in a mutual accepted manner trust is created and reinforced. Confidence in future behaviour will increase and the perceived risk is reduced. Trust in a contractual relationship is created by continuously securing agreed performance and meeting goodwill expectations.

Furthermore, when the technical skills are in place and services are delivered as agreed the need of using time and energy on the control function is diminished. In daily operations the authority's (and the service provider's) resources are limited and time and energy used (or wasted) on control can easily find more productive use. Moreover, if we have trust in the professional competencies of the partner we can start develop services instead of only

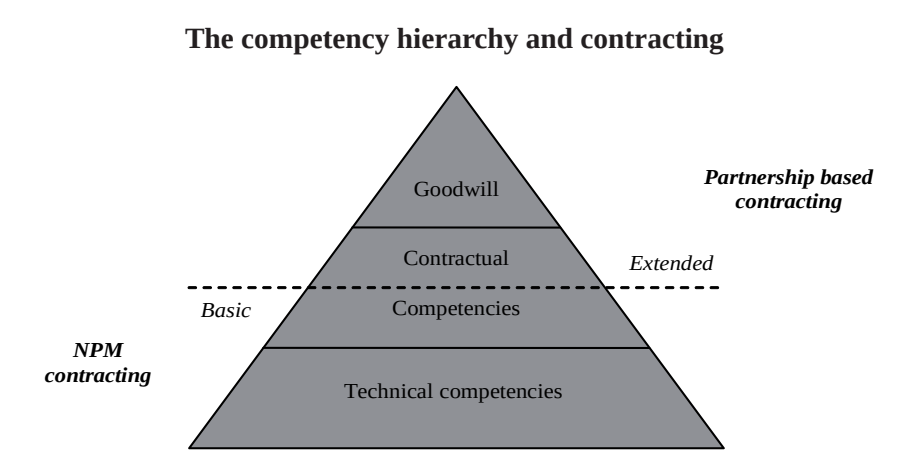

Figure 1. *The figure illustrates the competency requirements and differences between NPM style of contracting and partnership based contracting.*

controlling the predefined. Trust frees resources that can be used to improved performance and hence trust and performance can become mutual reinforcing. Increase of trust entails that resources can be transferred from management to actual production.

Because trust is created by the fulfilment of expectations and builds on competencies it is paramount to secure presence of the relevant professional competencies. One way of dealing with the development of trust is through incremental steps going from achieving performance on basic tasks to achieve performance on more demanding tasks.[9]

To support an incremental approach it can be necessary to specify and differentiate between the appropriate tasks as illustrated in figure 2. A way of doing this is to differentiate between obligatory and optional ground maintenance tasks and regeneration tasks in a 'task ladder'.

On top of this one could put demanding tasks as innovation of new techniques or process optimation. Innovation can be initiated for obligatory, optional and developmental tasks. The lower steps at the ladder can be agreed upon by fixed prices and clear performance indicators. However, as we move further up the ladder, and tasks become harder to specify and intellectually demanding to perform, the trust element becomes even more crucial. By moving up the ladder step by step, while securing good performance, strengths and weaknesses in competencies are revealed and appropriate learning and competence development can be initiated. Another possibility is simply to stop the movements upward enjoy

[9] For a corresponding accounts of incremental approaches see Lorenz (1999), Poppo & Zenger (2002) and Ring & Van De Ven (1994)

the view and say this is as good as it gets. The fundamentals of the incremental approach are illustrated in Figure 2. The incremental approach is well suited if the intent to achieve a full-blown partnership is present but there is doubt as to whether the required competencies for a partnership exists.

Trust entails dialogue

Although initial expectations in a common framework agreement are clarified it is still hard to foresee all possible eventualities within a contractual period. Indeed, it is even harder to plan for all possible eventualities in a written contractual framework. Virtual all real life contracts experience unforeseen events in need of being handled in some way or the other by the contracting parties. This is expressed by contract manager's reports about "that there is always unexpected popping up". For this reason it is important to be able to communicate about events and situations as they come along. In green space management, for example, the forces of nature affect the appropriateness of certain activities. Change in public use of green spaces shifting the wear and tear in a green space is another example. In a NPM style contract economic risks associated with such unforeseen events is normally transferred to the service provider. In a regime of competitive pricing

Even if it is possible to plan completely for all eventualities in contract, it may be more efficient to initiate a dialogue with the contractual counterpart

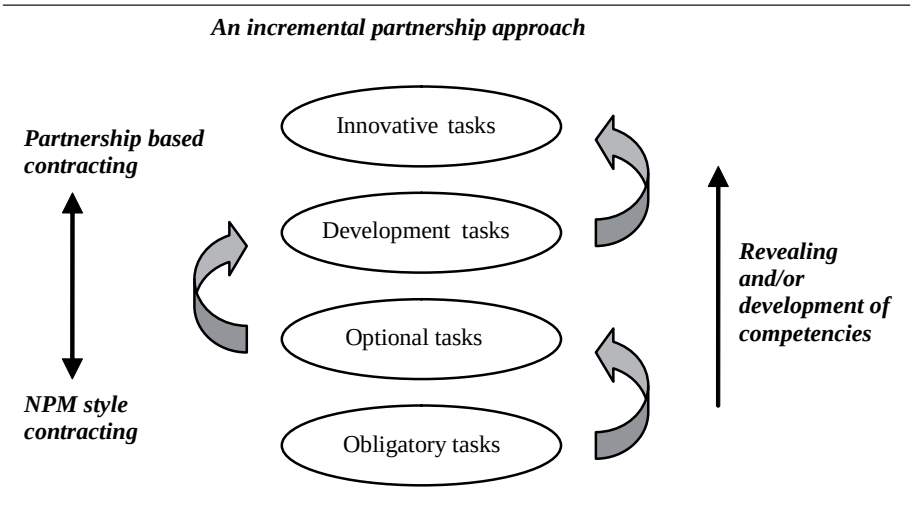

Figure 2. *The figure illustrates the incremental approach to partnership development. Through the successful 'testing' or development of competencies in an intended partnership on lower levels of the task latter trust is created and one can move to higher levels.*

instead of making a lengthy written contract hard to comprehend. The reason for this is due to the time and resources needed to elaborate and manage such contracts rigorously. The common framework agreement is seldom self evident and therefore it is necessary to maintain a continuous dialogue.

An example of creation of goodwill through dialogue

Although it can be fruitful to entertain informal interactions and communications, the contractual dialogue should naturally be undertaken on qualified grounds. Dialogue should normally mean that one communicate on qualified grounds about proper service provision, development of competencies and efficient use of available resources.

A public client could easily come against a situation, where it is necessary within the agreed contractual frame to cut down the spending on maintenance and postpone anticipated extra works. This is sometimes the situation in a political setting, where budget are planned for a relatively short period of time and services are continuously prioritised. One option is that the client, without consulting the contractor selects the least disadvantageous activities to be left out on the basis of a given bid schedule. Another option is that the client initiates a dialogue with the contractor about which activities that can be omitted with least impact on the overall development and maintenance of the area as well as which activities it makes most economic sense to leave out from the contractors' point of view. A contractor will have different options for alternative use of employees and machinery in other contracts and the loss of some activities will not be as disadvantageous as others. Therefore, the client is able through a dialogue about the relative economic significance of individual activities to minimize the economic loss for the contractor, while achieving the necessary reductions in activities. A contractor with his competencies in place should be able to transform the client's initiative into goodwill in favour of the client.

Perspectives

Contractual relationships between public authorities and private service providers are essentially not the same as pure private relationships. The legal-administrative and political-institutional context of public organisations effectively limits the choice on possible service delivery arrangement that the individual public authority should find suitable. The activities of public authorities have to be accountable and politically legitimate. Accountability in NPM style of contracts is achieved by a very high degree of formalisation of services specification and subsequent monitoring. Thus, at least in theory control are maintained in the hands of the public authority, but at the cost of limiting the discretionary content in the service provider's work to a minimum. In Denmark it is ironic that ac-

countability and transparency created by quality descriptions, cost calculations, work plans, etc. mostly has been invoked in conjunction with the systematic involvement of private service providers, whereas traditional in-house service provisions have relied almost blindly on personal trust and informal routines. As a consequence we often find that quite simple and comparable figures on green space size or net costs are still not accessible.

Taken to the extreme it can be said that traditional public service provision builds on trust and professional competencies which the NPM style of contracting has sought to substitute with a formal written agreement. However, the NPM style of contract cannot work without the presence of technical and basic contractual competencies in which the public authority can place trust. A partnership based contract constitutes a novelty by the fact that it deliberately embeds the contract in a trust based relationship. As it has been made the case throughout this article; in contracts for green space maintenance it becomes necessary to learn how to work with trust in a professional manner as a 'tool'. Other public services on contract with similar attributes of complexity, contingency and limited access to resources and information should expect the same to be true.

Summary

There are many new contractual aspects in play when one talk about partnership based contracts between public authorities and private service providers – trust is one of them. The role and relevance of trust as envisioned in this article can be summarised as follows:

- Trust is the expectation that a counterpart will act or have the intention to act in a mutually acceptable manner
- Trust is relevant in all contractual relationships – also NPM style contracts.
- Trust is built on the presence of relevant professional competencies
- Professional competencies should at least be divided into technical and contractual competencies (basic/extended) and the ability to work with goodwill (active/passive).
- Trust should be considered a contractual tool that one masters as one masters tenders, drafting of service specifications, control etc.
- Full partnership based contracting builds on trust at all levels of professional competencies and entails a deliberate work within this frame.

- To create and sustain trust in a contractual relationship entails dialogue understood as a qualified use of communication on competency development, proper service arrangement and efficient use of available resources.
- If one is unsure on the partnership capabilities of a partner trust and competences can be developed through an incremental approach.

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PAPER 3

MANAGING INCENTIVES AND MOTIVATION IN PUBLIC SERVICE CONTRACTING

Abstract

The paper focuses on the relevance of intrinsic motivation in public service contracting and how performance may be influenced through the interplay between extrinsic incentives and intrinsic motivation. The argument is based on an embedded case study of management in a set of 6 contractual relationships at the Danish Agency for Palaces and Properties. For services that contain a degree of non-trivial task content, intrinsic motivation is shown to affect performance. It is also suggested that management of the interplay between extrinsic incentives and intrinsic motivation is needed to sustain performance in public service contracts. The challenge for public managers is to master the skills necessary for fostering intrinsic motivation to sustain performance.

Key-words

Contract management, grounds maintenance, motivation crowding theory, public management, qualitative research

Introduction

In response to the mediocre economic performance of public service contracting (Hodge, 2000) and the generally poor comprehension of the causes for this (Jensen & Stonecash, 2005), the aim of this paper is to shed light on the role played by intrinsic work motivation, i.e. the undertaking of an activity for its inherent satisfaction rather than for some separate tangible consequences (Ryan & Deci, 2000), for performance and management in public service contracting.

Alongside coordination and transaction costs, motivation is one of the three basic issues in economic perspectives on management and organization (Milgrom & Roberts, 1992), including contract design and management (Bogetoft & Olesen, 2002; Lindholst et al., 2008). However, as has also been the case in standard economic theory (Fehr & Falk, 2002), the possible role of intrinsic motivation in efficient performance has been more or less ignored in the literature on public service contracting (Jensen & Stonecash, 2005).

Mainstream literature on public service contracting (Boyne, 1998b; Domberger & Jensen, 1997; Kettl, 1993; Savas, 2000; Walsh, 1995) essentially

defines efficient performance as relying on the relative price effect and at the most fundamental level to be dependent on extrinsic incentives provided by exposure to competitive pressures. Indeed, rooted in the economic theories of public bureaucracies, such as the public choice (Niskanen, 1994) and principal agency theory (Fama & Jensen, 1983; Jensen & Meckling, 1976), contracting-out has been endorsed as a panacea for the perceived inefficiencies and illnesses of traditional public service provision as a part of a general 'competition prescription' (Kettl, 1993). This adherence to extrinsic incentives for explaining performance is expressed by the longstanding US privatization advocate, E.S. Savas, in the following way:

> *In the public sector there is little incentive to perform efficiently, and management lacks effective control over human and capital resources; in the private sector there are both carrots, in the form of raises and promotions, and sticks, in the form of demotions and firings… …The issue is not public versus private, but monopoly versus competition (Savas, 2000, p. 76).*

Alongside the competition prescription, the standard approach to contracting-out has been organized around the four tenets of specification, pricing, monitoring and enforcement governed by a 'transactional' logic (e.g. Macneil & Campbell, 2001). The effectiveness of the contract as a mechanism for exchange has been seen as depending on the availability of service specifications that enable clear-cut pricing, monitoring, and enforcement.

In a meta-evaluation, Hodge (2000) has estimated the average cost savings from contracting-out in the public sector to be in the range of 6% (but reaching 12% for some blue-collar jobs). Although these estimates may be viewed as substantial, they still fall far short of initial expectations about the potential efficiency gains from introducing competition. The estimates may be further compromised by the degree contracting-out can change the inherent quality of a public service (e.g. Coulson, 1998; Stewart & Walsh, 1994; Walsh, 1991) or by the externalization of costs, such as shifts in economic burdens within the public sector (e.g. Boyne, 1998a, 1998b).

In contrast to the explanatory reliance on extrinsic incentives in the mainstream literature on public service contracting, Frey & Jegen (2001) have convincingly demonstrated with underlying references to economic literature (Titmuss, 1970) and psychology (Deci, 1976) and in support of their 'motivation crowding theory' that the interplay between extrinsic incentives provided by monetary rewards and/or imposed regulations and an agent's intrinsic motivation based on the innate satisfaction in performing a task is vital for the efficacy of management systems in various settings (see alsoFrey, 1994; Frey & Osterloh, 2005). Counter-intuitively to standard economic thinking on the efficacy of the

relative price effect, motivation crowding theory states that extrinsic incentives may affect task performance either negatively or positively through either 'crowding out' or 'crowding in' effects on intrinsic motivation.

Partly based on the insights of motivation crowding theory, Jensen & Stonecash (2005) have promoted the idea that the effect of extrinsic incentives on intrinsic motivation has to be considered further to comprehend the sources of efficient performance in public service contracting. More generally, they point to the necessity of bringing forward new issues to complement traditional explanations for (in-)efficient public service contracting so that the decisions of policy makers on contracting out public service can be better informed. This situation may be seen as parallel to the call for incorporating motivation among new ideas and insights to sustain the development of the theoretical understanding of 'new' organizational forms (Foss, 2002).

Jensen & Stonecash's concern about the possible role of intrinsic motivation does not cover the interplay between extrinsic incentives and intrinsic motivation within a single type of arrangement for service provision and is restricted to the effect of a shift in service provisions from the public to the private sector. From the perspective of motivation crowding theory, Jensen & Stonecash perceive the question in a static analysis of a discrete either/or choice: efficient private sector provisions are held to be driven by a relatively high degree of extrinsic incentives, while efficient public sector provisions are held to be driven by a relatively high degree of intrinsic motivation. This corresponds with the general interpretation of intrinsic motivation as a special property of the public sector vis-à-vis the private sector (e.g. Besley & Ghatak, 2003; Burgess & Ratto, 2003; Wright, 2001). At the core of the argument, the poor performance of public service contracting is partly explained by the misalignment of extrinsic incentives for services that are better provided by the presence of a certain degree of intrinsic motivation. In this perspective, it makes sense to keep service provisions with a degree of 'non-contractible' service characteristics unexposed to competitive pressures, i.e. within the public sector (e.g. Hart et al., 1997) – or expect less 'successful' outcomes (e.g. Domberger & Jensen, 1997).

The alignment of intrinsic motivation with public sector provisions and extrinsic incentives with market-based alternatives may be acceptable for analytical purposes, but with the introduction of new alternative arrangements for public service provisions that blur and change the boundaries between the public and private sector (e.g. Bovaird, 2004; Entwistle & Martin, 2005; Rhodes, 1996), the a priori alignment of incentives and motivation is becoming problematic. In this situation it makes sense to proceed by investigating the issue within perspectives open to the dynamics of the interplay of incentives and motivation in alternative arrangements for public service provision.

With this initial justification, the paper sets out to investigate further the

theme of extrinsic incentives and intrinsic motivation in public service contracting between public clients and private contractors. Putting a priori assumptions aside and basing itself on motivation crowding theory, the paper offers the idea that intrinsic motivation is important for performance and management in public service contracting and can be sustained by implementing new mechanisms in contract management. In this way, the paper drops the static analysis of an either/or choice and proceeds by investigating the theme in a dynamic perspective focusing on the possible importance of managing the interplay between extrinsic incentives and intrinsic motivation for managing performance in public service contracting. The theme is also relevant for public managers' who want to improve the performance of service contracts by addressing the question of incentives and motivation in specific contexts more fully than the standard approach to public service contracting allows them to do.

Empirically, the idea is investigated through an embedded case study (Yin, 1994) of the Danish Palaces and Properties Agency's development and implementation of a performance management (PM) scheme for improving management in a set of 6 grounds maintenance contracts. In a situation where contracting-out had already proven highly efficient for the Agency (in terms of an improved input/output ratio in the magnitude of 30%) over an extended period of time, the PM scheme was implemented to complement existing management mechanisms based on extrinsic incentives to achieve further improvement in efficiency. With the PM scheme, the Agency established a formal mechanism to ensure superior coordination and sustained performance based on *positive* feedback (i.e. drawing attention to good performance through acknowledgement and rewards) in addition to the *negative* feedback (i.e. drawing attention to poor performance through penalties) embedded in standard enforcement mechanisms. So, in addition to the initial reliance on the contract's monitoring and enforcement mechanisms rooted in (threats of) economic sanctions as motivational driver, the PM scheme introduced an additional motivational mechanism rooted in a combination of 'psychological acknowledgement' and tangible economic rewards.

Since the design and implementation of the PM scheme touched upon the core of the highlighted theoretical theme, its investigation constituted a 'paradigmatic case' (Flyvbjerg, 2006a) with the potential for contributing to the general understanding of the drivers of efficiency in public service contracting.

Epistemologically, the author subscribes to the merits of qualitative research in general (e.g. Flyvbjerg, 2006a), in management studies (e.g. Rynes & Gephart Jr., 2004), and organization studies (e.g. Flyvbjerg, 2006b). Methodologically, the paper employs an embedded case study for building theory (Eisenhardt, 1989, 1991; Eisenhardt & Graebner, 2007). By these means, the paper seeks a phenomenological clarification of the potential role of the interplay of incentives

and motivation for performance and management in public service contracting. Accordingly, within the proposed theme, the paper addresses two interrelated research questions:

1) Does intrinsic motivation matter in public service contracting?

2) Can intrinsic motivation be managed to sustain performance in public service contracting?

Structure of the paper

The theoretical framework is explicated in Understanding Incentives and Motivation. Sampling strategy and methods for data collection and analysis are described in Research Approach. Public Service Contracting in Context and V Performance of a Performance Management Scheme introduce and investigate the case. Findings and implications are presented and discussed in Discussion and Final Remarks.

Understanding incentives and motivation

Motivation crowding

The combined perspectives of economics and psychology enable a person's work behaviour to be analysed as the outcome of externally provided incentives and intrinsically motivational factors.

According to standard assumptions in economics on human behaviour (i.e. self-interest and rational calculation), it follows that a relative increase in monetary rewards or outcomes (i.e. demand) for performing a specific task will increase the work effort (i.e. supply). This is known as the relative price effect. In the principal–agent setup, as formulated in economics (Fama & Jensen, 1983; Jensen & Meckling, 1976), extrinsic incentives are further conceptualized by the principal's regulations and controls imposed to minimize the agent's incentive to optimize economic outcomes by engaging in opportunistic behaviour (e.g. shirking work). Thus, externally provided incentives (or interventions) are explained as working either through an increase in the marginal cost for a person to shirk or by an increase in monetary rewards linked to observable performance (e.g. performance pay).

But in contrast to behaviour based on extrinsic incentives or intervention, a person may also be spurred by motives for performing a specific task emanating from inside the person. A person may experience the performance of the task as inherently interesting or its performance may give the person an innate psychological satisfaction (Deci & Ryan, 2000; Ryan & Deci, 2000).

One problem in balancing extrinsic incentives and intrinsic motivation arises

from the observation that the provision of extrinsic incentives for some types of task or in some circumstances may 'crowd out' intrinsic motivation. In this case, the provision of extrinsic incentives may turn out to be counterproductive or less efficient than expected from the viewpoint of the relative price effect. This situation has been labelled the 'hidden costs of rewards' (Deci, 1976). In the same way, Frey & Jegen (2001) contend that extrinsic incentives may also 'crowd in' intrinsic motivation by reinforcing innate motives for performing a given task. In this situation, the provision of extrinsic incentives may turn out highly productive and generate a performance greater than can be expected from the viewpoint of the relative price effect.

Psychological conditions

In their argument for motivation crowding theory, Frey & Jegen (2001) attribute the negative effects of extrinsic incentives on intrinsic motivation to two different psychological processes. *Impaired self-determination:* When a person perceives an external intervention as reducing self-determination, their intrinsic motivation is replaced with extrinsic control and regulation. Since the person is being forced to behave in specific ways, they feel over-justified if intrinsic motivations are maintained and the locus of control shifts from the inside to the outside of the person. *Impaired self-esteem:* If an external intervention does not acknowledge or appreciate a person's competence and engagement, their intrinsic motivation is effectively rejected. As a result of impaired self-esteem, a person may reduce their effort.

Thus, the psychological conditions for an external intervention resulting in a crowding-out effect is brought about if the intervention is perceived as *controlling* by impeding a person's self-esteem (denying competence) and self-determination (denying autonomy). Conversely, if the intervention is perceived as *supportive*, by fostering a person's self-esteem (affirming competence) and self-determination (affirming autonomy), it may promote intrinsic motivation and result in crowding-in effects. In addition to the potential crowding effects of autonomy and competencies, Ryan & Deci (2000) identify a person's sense of 'relatedness' within a group or community as influencing intrinsic motivation as well. This means that motivation is perceived as endogenously determined as a part of the dynamics between extrinsically provided incentives and a person's perception hereof. The perception may be influenced by the level of competence, autonomy, and relatedness. This is in contrast to the assumption that motivation is exogenously and *a priori* given in the economic theories underlying the mainstream literature on public service contracting.

Job conditions

It follows from the psychological conditions of motivation that crowding effects are expected to take place in circumstances where a person possesses

competence and a degree of choice over whether they will make a specific effort or performance. In a meta-analysis, Deci et al. (1999) found ample support for the hypothesis that motivation crowding effects have special relevance for tasks perceived as 'interesting' and 'engaging', depending on the expectation and perception of tangible rewards and positive feedback. Consistent with this interpretation, it can be assumed that motivation crowding effects cannot occur or are limited in simple or dull/boring task environments where intrinsic motivation either plays no role or is non-existent from the outset. There is no doubt that the effect of external intervention and the use of monetary incentives work particularly well (or as well as expected from the viewpoint of the relative price effect) and without interference from motivation crowding in these circumstances (e.g. Lazear, 2000).

In the counter-position between 'simple', 'dull', and 'boring' tasks that limit self-determination and/or impair self-esteem and 'interesting' and 'engaging' tasks that allow for a degree of self-determination and/or reinforce self-esteem, it becomes clear that a certain level of task discretion is a necessary condition for motivation crowding effects to take place.

With reference to the work of Fox (1974), job conditions may be conceptualized as either trivial or non-trivial. In his analysis of different job types, Fox elaborated a two-dimensional framework for understanding the functions and dynamics of the level of discretion and specification in a work environment (or in a job description). In Fox's framework, the level of specification is a function of: a) the range of specific tasks a person is assigned (narrow–wide), and b) the amount of discretion over how individual tasks are carried out (low–high). As the range of specified tasks expands and/or the amount of discretion over the performance of individual tasks increases, it becomes necessary to rely on the agent's technical and discretionary competence rather than a specified contractual agreement subject to monitoring and enforcement. In this perspective *trivial*

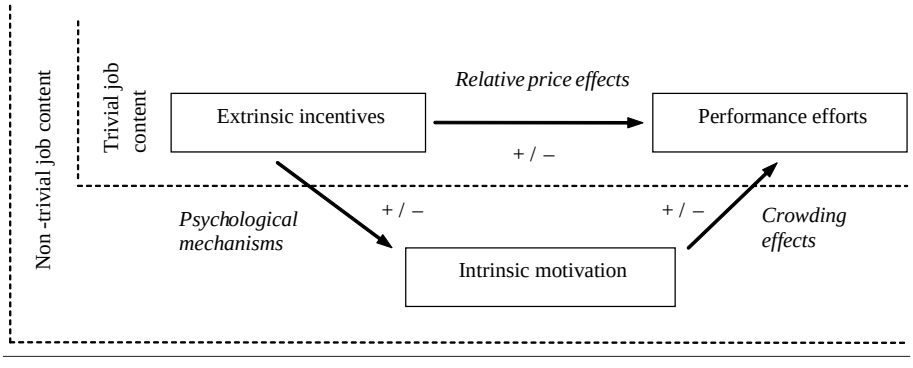

Figure 1. *Incentives, motivation and performance.*

job content, characterised by low levels of discretion and high levels of specification, is less conducive to intrinsic motivation, while *non-trivial* job content, characterized by high discretionary levels and low levels of specification, is more conducive to intrinsic motivation. So it can be assumed that intrinsic motivation and crowding effects will play a relatively greater role if work conditions are characterised by relatively high degrees of discretionary content in a relatively extended range of tasks (and vice versa). Figure 1 sums up the arguments on the relationships between extrinsic incentives, intrinsic motivation, and task performance in relation to jobs with trivial and non-trivial content.

Research approach

The first aim of the study was to understand the nature of grounds maintenance as either trivial or non-trivial so as to assess the potential scope and scale for intrinsic motivation and subsequent crowding effects on performance. The second aim was to generate an understanding of the formal logic and mechanisms underlying the Agency's contract design and management practices. The third aim was to see how the formal logic and mechanisms were adapted and applied in practice in each individual contractual relationship. Through these three intermediate aims, it became possible to compare the individual adaptations of the underlying logic and mechanisms across the common context of all contracts. Figure 1 summarizes the theoretical framework and explicates the relevant factors for the investigation of the individual relationships within the context of each case. The theoretical constructs and their relationships were assessed empirically through interpretation of qualitative data based on hermeneutical principles (e.g. Rickman, 1988) adapted for organizational studies (Prasad, 2002).

Over a five-month period data was collected through a series of meetings and communications, semi-structured research interviews, field observations, and documentary studies. The overall aims of the research and the collection of data were planned in agreement with the Agency. Since the Agency has an interest in developing contract design and management practices, the data also constituted a part of an external evaluation for use in the Agency's internal learning processes. The feedback from this process was organized as a part of an action research intervention with the aim of generating practical guidelines for contract management of grounds maintenance. This work is reported in Lindholst (2008). The feedback generated in the course of the action research intervention sustained the quality of data interpretation and refined the findings of the study presented in this paper.

The interpretation of the nature of job content as either trivial or non-trivial was done on an on-going basis throughout the period of data collection. The interpretation was based on field observations, reading of technical specifica-

tions, and interview questions related to the management approach, conditions for performing tasks and the organization of work.

The second aim was investigated through a series of open-ended interviews and meetings with the Agency's managers using the Agency's contract material as a common reference. This approach allowed for a comprehensive validation of the interpretation of the written letters of the contract and revealed implicit expectations about the performance of contract design and management practice. Meeting the second aim made it possible to uncover the management mechanisms available for external interventions embedded in the contract design.

The third aim was investigated through the semi-structured research interviews combined with field observations of work meetings between the Agency's Contract Managers (Head Gardeners) and the service providers' Contract Managers and Key Ground Staff. The interviews were organized around 7 common themes (see Appendix) to enable comparison across the individual contracts.

Intrinsic motivation was uncovered by questions relating to work motivation and dedication in combination with questions on individual attitudes toward the PM scheme and suggestions for alternative ways of managing the contract. Motivation crowding effects were mainly uncovered by questions on the impacts of the PM scheme. So the study made use of 'self-reports' as the main instrument for measurement. This way of operationalizing the basic concepts has been widely used in other studies on intrinsic motivation (e.g. Ryan & Deci, 2000). In the present study, each interviewee's self-report was further interpreted and evaluated by the author in the light of the data provided in other interviewees' accounts. This approach was aimed at tackling the research problem of the unwarranted adoption of personal or political agendas with the use of 'single-voiced' narratives in qualitative research (Buchanan & Dawson, 2007).

Each case was examined through separate interviews with staff from the Contractors and the Agency. In interviews with Contractors, at least two levels of the Contractor's organization were represented. This included the person responsible for day-to-day operations (Key Ground Staff) and the top/middle manager with overall responsibility for the contract (Contract Manager). This allowed the investigation of the differential impact of contract design and management practices at different levels in the Contractors' organizations. In particular, the approach sought to address the impact on the Contractors' profit margins, allocation of production factors (machinery and labour), pricing of the contract, and the motivation and behaviour of Key Ground Staff and Contract Managers. The assumption underlying the approach was that for analytical purposes the Contractor could be regarded as a set of decisions about the allocation of production factors and another set of decisions about the utilization of the production factors in day-to-day operations. The second set of decisions

was expected to be more sensitive to the impact of intrinsic motivation, while the first set was expected to be more sensitive to calculations of economic outcomes (e.g. more affected by the extrinsic incentives provided).

Public Service Contracting in Context

The Agency's section for park maintenance and its group of Head Gardeners have the responsibility for managing, maintaining, and utilizing Denmark's most important historical parks and gardens. As a unique part of the national cultural heritage located in the metropolitan area of Copenhagen, the parks and gardens represent great diversity and high standards in landscape architectural styles and in the embedded functions as genuine 'urban green spaces' (e.g. Sandström, 2002). Public service facilities, and horticultural and landscape architectural standards are kept up to standard through the day-to-day provision of grounds maintenance. In 1998, the Agency started to contract out grounds maintenance services and in 2004 contracting out to external service providers had become the primary way grounds maintenance services were organized. 90% of the budget was allocated to private contractors.

The task of providing grounds maintenance by contract

All grounds maintenance contracts are based on the Agency's 'paradigm' for contract terms and service specifications. From the perspective of the Agency, the contracts constitute a framework for the provision of specified services related to horticultural works, such as grass cutting, tree pruning, cutting of hedges, weed control, maintenance of flowerbeds and shrubs, and associated services, such as litter collection and the maintenance of park inventory. Each task in the contract is specified by a combination of performance and instruction-based targets. The specification differentiates between 'standard' maintenance, which is always to be provided, and 'periodical' maintenance, which is only to be provided at the request of the Head Gardeners.

Analytically, the contracts disaggregate the composite task of maintaining a park into a range of distinct tasks specified in terms of qualities and quantities, so as to define grounds maintenance in terms complying with the tenets of standard contracting, i.e. pricing, monitoring, and enforcement. This makes the contract a transactional framework defining the basic roles of Head Gardeners and Contract Managers as 'buyers' and 'sellers' (or 'purchasers' and 'providers') of specified services.

This still leaves a range of contingencies that are relatively easy to deal with in standard contract terms. These include changes in public law, budgets, factor prices, and poorly corresponding specifications (e.g. quantities). Another set of contingencies and uncertainties arise because the parks and gardens constitute eco-systems. Weather conditions can change plans and activities on a day–to-

day basis, the level of annual precipitation can change the required level of overall activity, and life cycles of species can vary depending on local growth conditions or resistance to diseases.

The public aspect of park services introduces a third set of contingencies and uncertainties. The behaviour of visitors in green spaces varies from day to day according to weather conditions and events in the urban setting (e.g. public meetings, concerts, private arrangements). The full range of contingencies often interact and generate a complex set of uncertainties that impedes the effectiveness of standard contracting as a way of managing the contracts. The Agency includes a small range of auxiliary mechanisms to aid the Contractors to address issues arising from contingencies. This includes descriptions of the history and function of individual parks and gardens, together with development plans.

Transformed into the paper's theoretical framework, the Contractor's job contains a set of tasks characterized by high levels of specification and low levels of discretion and a set of tasks characterized by high levels of discretion and low levels of specification. So the Contractor's provision of grounds maintenance has elements of both trivial and non-trivial job content. While disaggregation of grounds maintenance enables a relatively simple specification of maintenance tasks, managing grounds maintenance at the aggregated level is more demanding as contingencies and uncertainties turn the provision of services into a non-trivial job in need of high levels of discretion.

Standard mechanisms

The standard contract left management relying on relatively 'high powered' means for managing the provision of services. In the Agency's contracts the main enforcement mechanisms include rectification notes, liquidated damage, and payment deductions. Underlying the main enforcement mechanisms, a range of more severe mechanisms can be invoked as a 'last resort'. These include litigation/arbitration and contract termination. More subtle extra contractual enforcement mechanisms include reduction of work or exclusion from future procurement. In the conventional transaction cost perspective on contracts, such high-powered mechanisms or 'safeguards' are intended to mitigate the risk of opportunism by increasing cost of shirking for the provider and thereby ensure that the expected value from contractual exchange is received.

The use of the main enforcement mechanisms in the contract is perceived as very rigorous among Contractors. In particular, new Contractors can 'get into trouble' until they gain idiosyncratic knowledge of individual parks and gardens and can establish effective organizational routines. Thus, avoidance of enforcement mechanisms is usually more a question of 'programming' the 'genes' of the organization (Nelson & Winter, 1973) than attenuating opportunistic tendencies. By deliberative use of recurrent contracting, Contractors are also able to utilize idiosyncratic knowledge further by optimizing pricing of contracts.

Comprehensible service specifications and effective procedures for monitoring service provisions constitute two formal requirements for the efficacy of the main enforcement mechanisms. The specification constitutes the formal benchmark which upon Head Gardeners can judge whether the Contractors have delivered service provisions or whether defaults in service provisions should provoke enforcement mechanisms. The monitoring procedures constitute the infrastructure upon which service provisions can be observed. The procedures for monitoring of the performance of the contract are organized through both unilateral and collateral mechanisms (e.g. regular site inspections or random visits).

From the perspective of motivation crowding theory, the formal framework allows little room for deliberative management of intrinsic motivation. Contract management implies monitoring and enforcement with the unnecessary risk of crowding out intrinsic motivation because discretionary choice becomes limited and service specification becomes rigid with the emphasis on monitoring and/or enforcement mechanisms. So the Agency's formal framework has little managerial value in situations where performance is dependent on a degree of discretionary choice or specifications contain limited value for day-to-day prioritization of service provisions.

The Performance of a Performance Management Scheme

Within the context of the standard contract, a PM scheme was set up to improve performance in three focal areas: 1) communication and cooperation, 2) service adaptation, and 3) rationalization (e.g. cost savings). To support each of the three focal areas, a set of performance items and measurement mechanisms were selected. Each item was measured on a scale using the scores: -10, -5, 0, +5, and +10, where 0 was given for the average performance. Only a positive score for the sum of all sub-items was transformed into monetary rewards. The maximum reward size was limited to either 2% or 5% of the total annual contract sum.

In 2006/07, after three seasons of revisions based on internal trial-and-error learning of and hands-on experience, the PM scheme was stabilized in a relatively well-working form and Head Gardeners had become acquainted with managing the PM scheme as an integrated part of their practice. At the time of the study, the PM scheme had been implemented in all major grounds maintenance contracts. The contracts were held by 6 different contractors. The contracts represented a total annual sum of more than €1,500,000 (2006 prices), with individual contract sums in the range of €100,000 to €300,000.

The overall picture

In general, the parks and gardens constitute an attractive work environment for both Head Gardeners and Key Ground Staff. The century long royal history of parks and gardens, high level of public attention, high number of visitors, and demanding requirements for horticultural skills generate a special devotion and sense of duty among both Head Gardeners and Key Ground Staff. But one case held no such properties.

In general, the main principle embedded in the PM scheme was welcomed by Head Gardeners, Contract Managers, and Key Ground Staff. At the fundamental level the PM scheme was perceived as a manifestation of a fair and just principle or what MacNeil (1980) identifies as a norm of reciprocity (or equity). The norm was characterized by the new possibility of receiving rewards in addition to standard penalties.

Table I. Summary of dynamics in the PM Scheme.

Case	Reward size		Psychological effects		Intrinsic motivation		Motivation crowding	Relative price effects	Overall performance
	start	end	start	end	start	end			
1	+	++	+	++	++	++(+)	(+)	0	+
2	0	+	÷÷	÷	++	+	÷	÷	÷÷
3	0	+	0	0	+	+	0	0	0
4	+	++	0	+	+	+	+	0(+)	+
5	0	++	0	0	+	+	0	0	0
6*	n/a	n/a	+	n/a	+	n/a	+	(+)	+

Legend: ++ strongly positive, + positive, 0 neutral, ÷ negative, ÷÷ strongly negative (…) weak effect.
'Start' refers to the first year the PM scheme was used in management. 'End' refers to the most recent year under study that the PM scheme was used.
* Contractor with only a short history with the Agency.

In every case, Contractors perceived the possible size of monetary rewards and the Agency's management of the PM scheme as too uncertain for rational calculation about the pricing of the contract and/or allocation of productive resources. None of the cases revealed a positive (nor negative) relative price effect at the company level (on efforts to improve performance). However, the picture was composite regarding interactions among Head Gardeners, Contract Managers and Key Ground Staff. At this level, the PM scheme had various psychological impacts and motivation crowding effects in each of the 6 cases. Besides the effects on motivation, the PM scheme also entailed direct transaction costs for the Agency, related to designing, implementing, revising, and managing the PM scheme. In every case, transaction cost were initially

perceived as offsetting positive outcomes from the scheme, but in every case the perception of the value achieved for the money and the level of performance improved over time. Table 1 presents an overview on the comparative dynamics in all the cases. Each case is described further below.

Case 1 – Boosting performance

> *It is inspiring when you get the money the first time. It makes you want to do even better. (Key Ground Staff)*

In Case 1, the contract comprised grounds maintenance in the Agency's highest profiled park. The Key Ground Staff were observed to be among the highest performing and most dedicated to the work site. A shared dedication to the park between the Head Gardener and Key Ground Staff had developed through a long-term working relationship. In contract renewals, Key Ground Staff had been recurrently transferred and the history of repeated interaction generated a shared tacit knowledge of the conditions for grounds maintenance in the park.

The PM scheme enabled a formalised mechanism for the Head Gardener to communicate acknowledgement of Ground Staffs' efforts. Because of the well-working informal relationship, the mechanism in itself was perceived as partly redundant by the Head Gardener. However, the sustained focus on service adaptations embedded in the PM scheme was regarded as constructive as a reference point for special themes related to maintaining and developing the park.

The evaluation of performance was perceived as highly supportive by the Key Ground Staff. Indeed, for individual items, even poor performance evaluations were accepted as long as they were perceived as 'fair'.

The monetary rewards were allocated to professional development and joint activities between the Agency and the Ground Staff. The allocation to professional development and joint activities was highly appreciated by the ground staff. The acknowledgement sustained work satisfaction and confirmed a high performing working relationship between the Head Gardener and the Ground Staff. Positive feedback was induced in the contract by acknowledgement and expectations of acknowledgement for good performance. In this way, the PM scheme both reinforced intrinsic motivation and increased overall performance by focusing the Contractor's efforts.

Case 2 – Getting the opposite effect

The introduction of the PM scheme was a moment of annoyance. (Key Ground Staff)

The contract in Case 2 comprised a portfolio of horticultural jobs with various professional requirements in one of the Agency's high-profile parks. As in the first case, The Key Ground Staff were highly dedicated to the park and the work in the park. The Key Ground Staff had a record of more than three decades of work in the park. However, in contrast to Case 1, the relationship had become formalized and troublesome due to the implementation of a strict approach to contract management.

The implementation of the PM scheme was initially received very negatively. In operation it was regarded as a *"moment of annoyance"* by Key Ground Staff. Despite the annoyance, performance evaluation was regarded as important. The primary driver for the importance of performance evaluation was not a potential monetary reward (or lack of reward) but a need for acknowledgement for positive performance and efforts. In Case 2, Key Ground Staff had a hard time accepting initial poor performance evaluations due to diverging perception of standards for measurements.

The PM scheme invoked a mentality of 'something for something', which had the effect of breaking up a former sense of devotion. The Key Ground Staff felt it became necessary to take notes of 'non-specified work' to match the Head Gardener's performance evaluation and to sustain counterarguments.

In Case 2, the PM scheme initiated an increased awareness of efforts not directly specified in the contract. The PM scheme had a negative impact on intrinsic motivation and increased the expectation of extrinsic incentives for various efforts. The negative impact was furthermore reinforced by the perception of the monetary rewards as inadequate. So, in Case 2, the Agency got the motivational effects opposite to what they had hoped for.

Case 3 – A call for engagement

One should be allowed to have variation in the work. (Contract Manager)

The contract in Case 3 comprised one of the Agency's less profiled parks. The contract had a relatively high content of trivial horticultural work such as tree-pruning and grass-cutting. The relationship was described in positive terms and perceived as well-working by both the Agency and the Contractor.

The Contract Manager and Key Ground Staff could not see the relevance of the PM scheme for daily work. It was perceived as a part of the contract they had to deal with to satisfy the conditions of the contract. While recognition

and acknowledgement were highly appreciated, the inclusion of a monetary reward was perceived as a step backward from an earlier practice. The earlier practice included a symbolic gift from the Agency each year (bottles of wine) that would have no meaning if it was translated in a monetary reward.

In Case 3, a relatively high degree of relative trivial work content in the contract made the Contractor Manager and Key Staff call for more engaging horticultural work. This was complemented by a call for a higher prioritization of the park by the Agency and more time spent in the park by the Head Gardener. A potentially more substantial reward was regarded as less important than inclusion of more non-trivial work content. Case 3 revealed intrinsic motivation based on a sense of relatedness and competence could not be promoted due to the lack of non-trivial job content. In consequence, the PM scheme turned out ineffective.

Case 4 – Proving one's worth

We would always try to do it as well as possible – but it is nice with the extra money. (Contract Manager)

Case 4 comprised contracts in two different parks held by a regular Contractor. Thus, the contractual relationship had the extra dimension of dealing with two different Head Gardeners. The Contractor and the Agency had developed a well-working relationship over the years. The Contractor has a business policy of being the leader in horticultural services and the approach to providing services is aimed at performing just a bit better than other contractors. So the Contractor had an initial objective to perform above the service specification. In this situation, the PM scheme was welcomed as an additional mechanism for recognition of efforts and performance. The monetary reward was only seen as an additional benefit.

The Contractor decided to leave it to the Key Ground Staff to allocate rewards. Rewards were allocated within the whole maintenance group, which contributed to a good working atmosphere among all Ground Staff.

The Contractor found it necessary to keep a record of the performance of the contract. However, although the record was important for discussion with the Head Gardener, it was mainly perceived as a method of maintaining a long term memory and avoiding bias in performance evaluations.

The Contractor found that the PM scheme had an important impact on work effort. The PM scheme was used to identify different Head Gardeners' 'fads'. Moreover, the Contractor gained a clearer focus in the contract, which enabled an optimized performance and a subsequent acknowledgement of competence.

In Case 4, the PM scheme supported the contractor in his general business strategy. However, it also supported the Key Ground Staff in their daily work.

As in Case 1, the Agency achieved support for intrinsic motivation and thus improved the overall performance of the contract.

Case 5 – Should it matter?

What matters is to deliver the work specified in the contract, not to do all kinds of other jobs. (Key Ground Staff)

The dynamics in Case 5 had similarities with those in Case 3. The contract in Case 5 was for a park which, as a special feature, includes a residence of the Royal family. The horticultural work content in the contract was perceived as a more trivial. However, because of the royal residence, the contract was perceived as challenging due to the special requirements in day–to-day operations.

The Contractor and Key Ground Staff had a common history of working for the Agency, including Key Ground Staff who were former employees of the Agency. The relationship with the Head Gardener was characterized as well-working and trouble-free. The effectiveness of the relationship was reflected in high performance evaluations and payments.

The reward was allocated to the company, which meant the Contract Manager and the Ground Staff had no direct economic incentive in the PM scheme. However, the Contractor used an internal scheme for profit-sharing involving all employees to distribute the rewards.

The Contract Manager and the Key Staff emphasised that the main economic incentive in the contract was to perform work as specified and avoid penalties (enforcement mechanisms). The well-working relationship and good informal communication were perceived as crucial in delivering the specified work. However, the PM scheme was not able to improve communication and cooperation further since these aspects were already working well.

As in Case 3, the relatively high degree of trivial work content made the Contract Manager and Key ground Staff call for the inclusion of more demanding horticultural work. In Case 5 the PM scheme was more or less redundant due to existing informal equivalents.

Case 6 – Supporting the relative price effect

If cooperation works well, you don't end up getting penalized. (Contract Manager)

The contract in Case 6 was initiated recently with a Contractor who had no substantial history with the Agency. Thus, the Contractor's evaluation of the PM scheme was based on a relatively short period of time. The case highlighted how the PM scheme was perceived in the initial phases of a new contractual relationship.

The contract comprised work with a relatively high level of trivial job content, but with some complexities because it involved a large number of small work sites. Furthermore, the horticultural content was only of a very basic nature and made up approximately 50% of the total work. The remaining part of the contract consisted of cleaning, which was of no professional interest to the Ground Staff. So, in all important aspects, the Contract Manager perceived the contract in terms of its potential economic outcome.

As in other cases, the potential size of monetary incentives was not perceived as the most important aspect. A focus on communication and cooperation was perceived as a mechanism for avoiding common contractual pitfalls due to lack of punctual communication or diverging understandings of specified services. Based on former experience, the Contract Manager expected that if a sustained focus on communication and cooperation were included in contract management, poor performance and negative economic sanctions could be avoided. Improved coordination of efforts would enable the Contractor to get specified work right the first time. This way of thinking was also seen in Case 4, where the Contractor used the PM scheme to target efforts toward the Head Gardener's 'fads'.

Case 6 revealed a potential indirect effect of the PM scheme on motivation. Improved communication and coordination within the contract would improve the chance of keeping performance within service specifications and avoid the use of negative economic sanctions. This was perceived as a common interest for both the Agency and the Contractor. In turn, this would enable a build-up of trust and cooperation within the contract and thus improve overall performance

Discussion

In the introduction, two research questions were posed: 1) Does intrinsic motivation matter for performance in public service contracting, and 2) Can intrinsic motivation be managed to sustain performance?

The formal tenets of specification, pricing, monitoring and enforcement embedded in standard contracting are rooted in extrinsic incentives as the drivers of performance. With reference to motivation crowding theory, this paper has highlighted the potential motivational drivers of performance as being more complex. The various interplays between extrinsic incentives and intrinsic motivation in the contract management in the cases investigated confirm the importance of such a perspective for public service contracting.

Across the cases, intrinsic motivation was observed to be rooted in devotion to work site, personal satisfaction with good performance, and professional norms based on horticultural skills. In the case of the Agency, requirements relating to competence and autonomy for the special form of intrinsic motivation were: site-based staff, trained staff embedding a degree of professional

norms, allocation of resources for the provision of services of a good horticultural standard, inclusion of feedback mechanisms, and greater involvement in coordination of activities.

The PM scheme was aimed at spurring Contractors' efforts to improve performance by a combination of signalling acknowledgment and rewarding monetary payments made contingent upon measured performance. In some cases, the PM scheme induced crowding-in effects, while in other cases the PM scheme induced crowding-out effects. In some cases, the PM scheme did not have any noticeable impact.

In the course of the study, it was shown that involvement of monetary rewards brought greater attention to focal performance items, but the actual size of monetary rewards (above a certain lower threshold) was regarded as being of no importance for motivation and subsequent effort. Moreover, in some cases, where monetary rewards were not perceived as reciprocating implied efforts, they induced negative effects. In theoretical terms, the reward was perceived as an inadequate attempt to signal support and acknowledgement.

The achievement of a positive or the avoidance of a negative performance evaluation was observed to matter more in itself for motivation in the group of Contractors than monetary rewards. This outcome can be interpreted the result of the presence of a significant degree of intrinsic motivation among the Contractors.

Furthermore, in some cases, the PM scheme improved the effectiveness of the Contractors' efforts by improving coordination within the contract. The PM scheme reduced the need for extrinsic incentives based on economic sanctions to secure coordination and performance. It also reduced the risk of inducing negative psychological impacts by using enforcement mechanisms. In these cases, intrinsic motivation was 'safeguarded' [ENDNOTE 2] indirectly by improved coordination.

Learning to manage intrinsic motivation

The initial focus in the Head Gardeners' management of the PM scheme had a strong emphasis on the role of extrinsic incentives and only limited understanding of the impact on intrinsic motivation. With time, however, Head Gardeners came to understand the limitations of the extrinsic incentives and their potentially negative impact on intrinsic motivation. Through a series of revisions, the Agency adapted the PM scheme to support intrinsic motivation (see also Lindholst, 2008). In this way, the Agency explicitly recognised the role of intrinsic motivation.

The PM scheme challenged the Contract Managers to acquire new skills to enable management of the interplay of extrinsic incentives and intrinsic motivation in each contractual relationship. The standard approach narrowly emphasised the monitoring and enforcement of specified horticultural services,

i.e. the skills required for contract management relied on technical knowledge. The PM scheme introduced a new and complementary relational approach to contract management. Besides the ongoing provision of services, the Contract Managers began to consider the impact of formal enforcement mechanisms on the overall relationship.

In particular, the Agency's Contract Managers and the Contractors improved their communicative and argumentative skills. In some of the cases, the improvements were directed toward 'gaming' of the performance evaluation, but in the good cases, the improvements were directed toward improved coordination within the contract.

In some of the cases, the PM scheme worked as a formalisation of existing practices, while in others, it obliged the Head Gardener to develop new practices. Formalisation enabled a stronger focus on the development and adaptation of service provisions.

In fact there may be many alternative mechanisms for supporting intrinsic motivation. The options identified in the case study can be subsumed in the three categories of competency, autonomy and relatedness (Ryan & Deci, 2000). The requirement for interesting and engaging jobs is covered by 'competency' and 'autonomy', while the requirement for social and professional activities with the Agency is covered by 'relatedness'.

In some of the cases, Head Gardeners, Contract Managers and Key Ground Staff found monetary rewards especially useful if they could be allocated for activities supporting professional development. In these cases, the Contractor preferred the money to be spent on either horticultural work perceived as professionally challenging or combined social and professional activities, rather than of adding marginal contributions to either company earnings or Ground Staff pay.

With its annual revisions of the PM scheme, the Agency sought to redesign the PM scheme so it centred upon a 'crowding-in' effect by explicitly paying attention to the conditions supporting intrinsic motivation. The study also showed that support of intrinsic motivation was complementary to, and not a replacement for, extrinsic incentives in a fundamental sense.

Remarks on theory

The understanding of motivation used in this study was based on motivation crowding theory (i.e. Frey & Jegen, 2001), which does not take into account all the insights from psychological theories on motivation such as 'Self-Determination Theory' and the sub-theories of 'Organismic Integration Theory' and 'Cognitive Evaluation Theory' (Ryan & Deci, 2000). Extrinsic motivation can (and should) be divided into different subtypes based on the level of internalization and integration of externally constituted goals, reasons and regulations. The conventional understanding of motivation in economics as

based on self-interest and rational calculation can be associated with only the most non-internalized and non-integrated types of extrinsic motivation. From the viewpoint of these psychological insights on motivation, this paper may conceptually have covered some highly internalized and integrated subtypes of extrinsically motivated behaviour under the heading of intrinsic motivation. This 'misinterpretation' may be conceptually confusing, but it does not affect the main findings of the paper. The current understanding of the motivational drivers of efficiency in public service contracting needs to be expanded and more sophisticated models of the mechanisms sustaining motivation and performance in public service contracting are needed. In particular, models must specify motivation as endogenously created within the particular settings of a contract. In this perspective, the model developed in this paper (Figure 1) is an initial step in the expansion of the theoretical understanding of incentives and motivation as drivers for performance in public service contracting. The qualitative evidence presented in the paper is indicative and more research is needed to establish a more firmly based comprehension of the scale and scope of the interplay between extrinsic incentives and intrinsic motivation in public service contracting.

Final Remarks

With the global drive for contracting-out as a part of the challenge (or dilemma) to 'do more with less' (Kettl, 2000, 2005), it has become increasingly important for public managers and organizations to require and refine techniques and skills for contract design and management. The findings of this paper are that relevant techniques and skills should include mechanisms for sustaining performance of public service contracting based on a greater appreciation and acknowledgement of the interplay between incentives and motivational structures.

In a comparative perspective on efficiency, standard contracting may be perfectly suited for public service provisions where the job content is trivial in nature. However, for public service provisions where the job content is non-trivial in nature, a more extended form of contracting that is explicitly rooted in acknowledgement of intrinsic motivation can be hypothesized to be relatively more efficient. Moreover, the crowding out of intrinsic motivation due to missing contractual mechanisms may be seen as the cost of a mal-adapted contractual agreement.

Due to the potential role of intrinsic motivation in non-trivial jobs, contract design and management should include mechanisms for sustaining/promoting crowding-in effects – or at least avoiding crowding-out effects. These mechanisms would have to work alongside the mechanisms in the standard approach for managing the contract. This means that life for contract managers may become a little more non-trivial as well.

In perspective, the paper points to a need to enlarge the wisdom based on the competition prescription about what drives performance in public service contracting. It is not contracting-out that is less feasible in situations where task performance is non-trivial; what is less feasible is a narrow focus on the tenets of standard contracting contracting-out.

Grounds maintenance has formerly been perceived as a public service relatively painlessly adaptable for standard contracting (Patterson & Pinch, 1995). The empirical data and conclusions of this paper should spur public policy makers to rethink to what extent standard contracting is the best contractual option for various public services that were formerly perceived as similar.

Appendix

Themes and content in research interviews.

Theme	Main content	Typical questions
Background information	Educational/professional background Nature of client-contractor relationship	How long have you been working here? What is your general experience with the Agency/Contractor? What is your professional background?
Management approach	Organization of work Conditions for performance of services	How do you organize and manage the daily activities? Is the staff site based? What do you do if performance is unsatisfactory?
Work motivation	Satisfaction with work and work conditions	Describe a good day at work! What do you think about working in this contract? What do you like about working here?
Attitudes toward the scheme	Attitude toward scheme Thinking about the scheme	Do you think the scheme is a good idea? What did you think when you first heard about the scheme? Have you changed your thinking about the scheme since then?
Management of scheme	Distribution of payments Management procedures Time and resources	How do you deal with the scheme? What do you think about the way the other part manage the scheme?
Impact of scheme	Changes in performance Changes in organization of contract Changes in work satisfaction Value of scheme	Have you adopted any new routines to cope with the scheme? Have the scheme been helpful in improving performance? Do you think the scheme is worthwhile the time spend?
Adjustments / alternatives	Ideas to changes / improvement in the scheme	Should the scheme continue as now? Have you any ideas that may improve the scheme? Could time and money spend on the scheme be used in other ways?

Endnotes

[1] Case 6 illustrates a practitioner's understanding of contractual dynamics and determinants of performance identified in studies of relational contracting by Cannon et al. (Cannon et al., 2000) and Poppo & Zenger (Poppo & Zenger, 2002).

[2] The concept of 'safeguards' makes reference to the usage in Transaction Cost Economics (Williamson, 1985). In this usage safeguards are contractual mechanisms that mitigate risks rooted in the behavioural attitude of opportunism ('self-interested behaviour with guile') in situations characterised by a degree of asset specificity (or unequal bargaining power). The use of the word 'safeguard' is here used 'provocatively' to denote a situation where mechanisms in the contract 'safeguard' positive behaviour based on intrinsic motivation. This is in line with the paper's assumption on the determinants of behaviour as endogenously generated. Thus, in the presence of intrinsic motivation (which may be seen as a specialized human asset) contract design should contain a set of mechanisms that safeguard contractual exchange against the set of mechanisms devised to mitigate contractual exchange against the risk of opportunism. The argument is congenial with Ghoshal & Moran's (Ghoshal & Moran, 1996) critique of Transaction Cost Economics as a guideline for practice due to the underlying a priori assumption of opportunistic behaviour, i.e. that such guidance may exaggerate the conditions (opportunism) which effects it seeks to mitigate.

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Improving contract design and management for urban green-space maintenance through action research

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Abstract

The provision of services related to green-space maintenance, such as grass cutting, tree pruning, litter collection, or weed control, is an integrated part of urban green-space management. Since contracting out has become common practice in urban green-space management, it is now a key challenge to develop well-functioning frameworks for managing the provision of outsourced green-space maintenance. With the public sector reform of the New Public Management, an emphasis on the four tenets of specification, pricing, monitoring, and enforcement of service provisions is now pervasive in the 'standard framework' for contract design and management. Based on an action research intervention, this paper puts forward an 'extended' framework for the design and management of green-space maintenance contracts that can help managers of urban green space to devise contract designs and management practices better adapted for green-space maintenance. The action research intervention took place as a part of efforts by the Danish Palaces and Properties Agency to improve green-space maintenance contracting in historic parks and gardens by implementing a performance management scheme. In addition to assessing the merits of the performance management scheme, the paper focuses on a new set of tenets related to the role of coordination, communication, motivation, and restraint of power.
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Introduction

"The Head Gardener is in charge!"
(Quote: Contractor)

The Danish Agency for Palaces and Properties and its section for park management in particular has the responsibility of managing, maintaining, and utilising some of Denmark's most important historical parks and gardens. As a unique part of the national cultural heritage located in the metropolitan area of Copenhagen, the parks and gardens represent great diversity and quality in landscape architectural styles and genuine urban green spaces (e.g. Sandström, 2002).

While first-class design and planning, combined with adequate finance for capital investment and development, are essential for keeping parks and gardens up to date and capable of meeting the diverse demands of the public, it is through the daily provision of green-space maintenance that public service facilities, and horticultural and landscape architectural standards are kept up to standard. The Agency's Head Gardeners have the responsibility for managing provisions of green-space maintenance.

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Like other public managers exposed to pro-market policies (e.g. Patterson and Pinch, 1995), the Agency contracts out the provision of green-space maintenance. Congruently with the New Public Management (NPM) reforms and its implied policy of contracting out in the public sector (Hood, 1991, 1995), the Agency arranged its initial approach to contract design and management in a standard framework based on the four tenets of specification, pricing, monitoring, and enforcement of service provisions.

Between 1998 and 2004, the Agency achieved remarkable efficiency gains by contracting out virtually all services related to green-space maintenance and thereby abandoning a longstanding in-house arrangement. In 2004, budgets for green-space maintenance stabilised at a level 34% lower than in 1998 (measured in 1999 prices), without any experienced decline in standards of work or the quality of services. These figures could be explained both by inefficiencies at the outset and by efficiencies achieved by introducing competition.

Despite efficiency gains, government policies continued to force the Agency to consider how further improvements could be achieved. According to the law of 'diminishing returns to competition' (Boyne, 1998a, b), the prospects for further improvements in efficiency by contracting out were limited because competitive pressures were virtually fully implemented. So the Agency's attention switched to viable alternative arrangements for well-functioning contract design and management of green-space maintenance. Fitting in with the emergent partnership approach for public service provisions (e.g. Bovaird, 2006), the initial objective of improving efficiency through competition came to be accompanied by an objective for improving services through the efficient management of available expertise and resources.

In 2004, the Agency implemented a performance management (PM) scheme to improve the standard framework for managing green-space maintenance contracts. The aim of the PM scheme was to address deficits in the standard framework by developing and aligning Contractors' behaviour and expertise through explicitly acknowledging and (financially) rewarding good performance related to communication and collaboration, adaptation of services, and rationalisation of service provisions. In this way, the PM scheme extended the framework with aspects enabling Head Gardeners to implement a more holistic and inclusive approach in contract management.

In the first three years of the PM scheme, it was continuously refined in an internal trial and error process and it became an integrated part of the Head Gardeners' contract management practice. As it became routine, the Agency felt a need to evaluate the scheme more thoroughly.

In 2006, the Agency agreed to participate in an action research intervention with the purpose of evaluating and improving the PM scheme in a systematic way and thus extracting knowledge that in turn could help other urban green-space managers' attempts to improve green-space maintenance contracts.

In this paper, I present and discuss this action research intervention and the resulting framework for contract management. In a situation where there is a genuine lack of academic references on the subject, my secondary aim is to create a qualified reference for future reflection and development in green-space maintenance contracting.

The Agency case does not provide comprehensive insight into the whole range of viable alternative mechanisms for contract management. The presentation and assessment of viable alternatives for contracting out green-space maintenance have partly been carried out by Lindholst et al. (2008). However, since the Agency embodies a case of a relatively well-functioning contract design and management, it provides valuable insight into the intricacies and issues in contract design and management for urban green-space maintenance. In particular, the case provides insights into how the standard framework for contract design and management can be improved in a situation where urban green-space management relies fully on contracting out for the provision of green-space maintenance.

The paper is organised in the following parts. Section "Methods" presents the standard of action research employed and describes how the data collection and interpretation were organised. Section "Intervention" presents data and intermediate findings from the intervention. Section "Discussion and conclusion" part draws up and evaluates the findings, including the presentation of an extended framework for management of green-space maintenance contracts.

Methods

Action research methodology

With its origin in the pioneering works of Isador Chein (e.g. Chein et al., 1948) and Kurt Lewin (e.g. Lewin, 1946), action research today has a vast diversity of methodological approaches (e.g. Peters and Robinson, 1984; Dash, 1999; Chandler and Torbert, 2003). Indeed, because of the diversity of the tacit philosophical assumptions behind the different action research approaches, there are no universally accepted standards for distinguishing the 'good' from the 'bad' with regard to research aims, conceptions of science, criteria for validity, and the role(s) of the action researcher and the member of the organisation (Cassell and Johnson, 2006).

The action research methodology chosen for the intervention was based on the standard for action research outcomes and processes in management and organisational studies set out by Eden and Huxham (1996). The standard is explicated and sustained in later research by Huxham (2003) and Huxham and Vangen (2003). The standard provides a rigorous framework for research resulting from "involvement with members of an organisation over a matter which is of genuine concern to them" (Eden and Huxham, 1996, p. 75). The acclaimed value of the standard is its ability to develop and elaborate new 'emergent theory' by interactive use of data and theory within the research process.

The standard has much in common with the method for building theory from case studies developed by Eisenhardt (1989) and later sustained in Eisenhardt and Graebner (2007). However, the two methods differ in crucial respects with regard to the interaction between research and practice, and the purpose of the resulting theory.

Furthermore, the standard has an advantage compared with more positivistic inspired case study methods (i.e. Yin, 1981, 1994) in the procedure it establishes for generating and validating data and subsequent theory. Although this is not made explicit in the standard, the quality of data is 'objectified' through a hermeneutic procedure (e.g. Prasad, 2002). The hermeneutic procedure involves a recursive validation of successive interpretations on the basis of collected data and intermediary interpretations within the overall context. The making of 'meaning' is at the core of this process. In the intervention I am going to describe, this procedure implied a continuous dialogue between my (the researcher's) interpretation and the interpretations of the members of the organisation involved on the subject matter of the action research.

To meet the standard for action research employed and simultaneously counter the more general critique of qualitative studies that they are methodologically opaque (e.g. Rynes and Gephart, 2004), four successive phases structured the intervention, and these are made explicit in the paper's structure. An overview on the four phases is presented in Table 1. In contrast to the positivist criterion of 'replicability' (of results), the study presented is organised to fit the criterion of 'recoverability' (of processes) as set out by Checkland and Holwell (1998) to sustain the validity of findings in action research.

Use of theory

Theory was brought into play at two levels in the intervention. At a fundamental level, it was crucial to work within a theoretical perspective open for the purposeful direction of change and the development of emerging theory in a particular situation. The relational contract theory developed by Macneil (1974, 1980, 2000) meets these requirements, since it perceives contracts as historically evolved exchange mechanisms governed by partly *endogenously* determined norms that guide the behaviour of the contracting parties. With its emphasis on endogenously determined norms, the relational contract theory opens up an analytical approach respectful and widely adaptable to the logic of the contract in a particular situation. This is particularly important for the action research standard employed. Mainstream theories, such as public choice (e.g. Mueller, 2004), principal agent theory (e.g. Jensen and Meckling, 1976), or transaction cost economics (Williamson, 1985), that dominate the literature on public service contracting (e.g. Walsh, 1995; Domberger and Jensen, 1997; Boyne, 1998a, b; Brown and Potoski, 2003) are limited in this respect because they rely on *exogenously* given assumptions about the behaviour (e.g. it is rational, opportunistic), cognitive capabilities (e.g. 'human beings intend to be rational, but with limited success'), and context (e.g. information asymmetries) of contracting parties. This means that the basis of these theories represent a priori views that may be difficult to recognise in a specific situation.

At the interactive level, theories about performance management and measurement in the public sector (Sanderson, 2001; Behn, 2003) and the interplay of incentives and motivation (Frey and Jegen, 2001) were invoked as inputs to qualify the interaction between researcher and members of the organisation. In particular, it was important to qualify the merits of the design of the PM scheme and the implied motivational drivers in phase two to sustain arguments on how to revise the PM scheme in phase three.

Structure of the intervention

In phase one, the Agency's Key Managers and I planned the intervention and produced a road map for the process. Timeframes, research methods and evaluation objectives were made explicit and agreed upon. The level of involvement was limited to the Agency's Key Managers. In subsequent phases, the involvement was extended to the Agency's Head Gardeners and the Contractor's Managers and Key Ground Staff.

The close interdependence between the researcher and members of the organisation in action research gives rise to a range of political and ethical dilemmas (Coghlan and Shani, 2005). Dilemmas typically arise from different roles, expectations, limitations in inquiry mechanisms, or political interests in shaping the potential outcomes. Difficulties may also arise in organisational contexts defined by the presence of conflicting external norms for and demands on organisational

processes and outcomes. In such 'political contexts', decisions, talk, and actions may be deliberately decoupled to promote organisational legitimacy and survival (Brunsson, 2002).

By considering potential dilemmas in advance of an intervention, it is possible to deal with (but never fully settle) dilemmas and subsequently avoid some of the pitfalls in action research. So, as part of the first phase, the possible dilemmas arising from the specific context, the methods, and potential outcomes of the intervention were systematically considered in the road map.

Phase two composed a process of external objectification (in the hermeneutical sense of interpretation). The phase uncovered the formal design and initial intentions behind the PM scheme, how the PM was managed by Head Gardeners and Contract Managers, and how they evaluated the impact/effects of the PM scheme. The design and management of the PM scheme were evaluated in the light of theory.

The individual contractual relationships (between Head Gardeners and Contract Managers) were arranged as embedded cases (Yin, 1994) and investigated by means of field observation, documentary study, and research interviews (Miles and Huberman, 1994). The research interviews were structured around seven core themes to enable comparison across contractual relationships. The themes included; background information, overall management approach, work motivation, attitudes toward PM scheme, management of the PM scheme, impact of PM scheme, and suggestions for adjustments/alternatives. The Contractors were represented in research interviews at two or three organisational levels (Contract Managers, Key Ground Staff, and Top Managers). This made it possible to assess the differential responses to the PM scheme within the Contractor's organisations consistently.

Phase three composed a deliberative process of internal objectification in which the significance of the data (and emerging theory) was validated. Findings from phase two were presented for the Agency and the Contractors to sustain a dialogue on the design and management of the PM scheme. The formal parts of the dialogue were established in two successive workshops. The first workshop was open for all concerned, while the second was limited to just the Agency's Head Gardeners and Key Managers. In the third phase the PM scheme was revised for the following year.

In the fourth phase, the successive 'interpretations' (or 'models') of the PM scheme were explicated through triangulation of external and internal interpretations. Through the differences and arguments in each model, inherent trends and learning processes became visible and findings from the intervention could be summed up. In the last phase the findings were reviewed by the Agency to ensure that the knowledge generated was 'actionable'.

Intervention

First phase

The most prominent dilemma expected to arise from the context (an economic exchange relationship) was constituted by incongruence between the goals and interests of the Agency and those of the Contractors. Incongruent goals in the context mean that inputs have to be interpreted against the background of particular interests. It was paramount to balance propensities toward strategic behaviour and 'gaming' in the intervention.

Table 1. Overview on objectives, methods and main data/inputs in the action research intervention's four phases

Phase	Objective	Method	Main data/input
One	Planning (roadmap)	Analysis of intervention	• Two formal meetings • Formal and informal communication
Two	External interpretation	Embedded case study	• Theory • Twelve interviews • Document studies • Four field observations
Three	Validation of interpretation(s)	Facilitated dialogue	• Phase two findings (interim report) • Two workshops • Formal and informal communication
Four	Evaluating outcome	Triangulation of phases two and three	• Phases two and three findings (final report) • Theory

To forgo an expected reluctance by Contractors or the Agency to reveal private information (also due to incongruent goals), a promise of confidentiality was made about all information revealed in research interviews. The promise of confidentiality partially impeded the subsequent dialogue in phase three, but enabled me to carry out a more comprehensible overall evaluation in phase four.

A second set of diverging interests existed within the Contractors' organisations. Employees (Contract Managers and key Ground Staff) had an interest in improving their work conditions (or salary), while the Contractors as businesses had an interest in improving profits. Monetary rewards could potentially support one interest at the expense of the other.

For the Agency, the implementation of the PM scheme for green-space maintenance contracts also formed a 'test drive' for the organisation's general development of contract design and management. This created a feeling within the section for park management of being 'guinea pigs' for the rest of the Agency. I also found a limited consensus on the underlying aims and relevance of the PM scheme. These diverging internal interests could potentially limit the implementation of any design and management recommendations generated in the course of the intervention. So, from my point of view, the outcome of the intervention was as much the triangulation in the fourth phase as it was the revised PM scheme in the third phase.

Phase two

The performance management scheme

The Agency's first version of a PM scheme was introduced and implemented in 2004 on the back drop of experiences with the standard framework. The reasons for the introduction were three-fold. Firstly, the Agency sought to target issues in established contract management practice that could impede performance but at the same time were difficult to address through the standard framework. Secondly, the Agency sought to improve the value of service provisions by fine-tuning provisions to local needs. Thirdly, the Agency sought to utilise and encourage the professional expertise of Contractors to a greater extent by spurring them to produce inputs to planning and the coordination processes. Contractors were also invited to suggest alternative performance items. Finally, the Agency sought to make contracts more attractive for skilled and dedicated staff in a situation with a shortage of skilled staff within the business.

The PM scheme was formally organised around the three headings: (1) collaboration and communication, (2) service adaptations, and (3) rationalisations (i.e. making cost reductions). A list of performance items and measurement mechanisms was drawn up for each of the three headings. Each heading was specified with several sub-items measured on a scale using the scores: -10, -5, 0, $+5$, and $+10$, where 0 was given for the average performance. Only a positive score for the sum of all sub-items was transformed into monetary rewards. The maximum bonus size in the first PM scheme was limited to 2% of the annual contract sum. In later revisions, the maximum was increased to 5%.

The PM scheme was gradually refined, and at the time of the intervention it had been extended to cover the Agency's seven major service contracts for green-space maintenance.

With the general concept of performance management (e.g. den Hartog et al., 2004), the implementation of the PM scheme turned contract management into an integrated process of setting expectations, measuring and reviewing results, and rewarding performance in order to improve overall performance. The standard framework only allowed this process to take place when contracts were renewed. In a broader public policy context, the Agency broke old patterns by implementing performance management as a mechanism internal to the contract and not as an external mechanism for contract monitoring and accountability as prescribed by the dominant approaches to performance management in the public sector (Sanderson, 2001).

New 'relational' aspect

A contract can broadly be defined as a mechanism for two or more parties for 'projecting exchange into the future' (Macneil, 1974, 1980, 2000). The standard framework focus on specification, pricing, monitoring, and enforcement requires a high level of information and a stable environment before the 'projecting into the future' can be effective, i.e. the received value is the same as the expected value. The PM scheme embraced new 'relational' aspects, supporting flexibility and adaptation of services within the terms of the contract in addition to the 'transactional' aspects of the standard framework. The PM scheme maintained contractual effectiveness if information in the planning process (manifested in the service specification) was subsequently revealed to be inadequate and/or the environment of the contract changed in unforeseen ways (e.g. shifting weather conditions, dynamics of eco-systems, plant deceases, new public policies, change in public preferences, or irregular public behaviour).

The inclusion of relational aspects initiated changes in the norms (i.e. behavioural expectations) governing the contract. In general, two norms are important to observe in a contract: (1) solidarity: the belief in being able to depend on each other, and (2) reciprocity: getting something back for something else (Macneil, 1980). The PM scheme constituted a mechanism that preserved the norm of reciprocity in a situation where effectiveness

could not be fully specified in advance. This meant that the PM scheme embedded an implicit acknowledgement of the Agency's dependence on the Contractors in a non-trivial way, i.e. efficient performance could not be maintained simply by the means of monitoring and enforcement of service provisions.

New motivational drivers

While the standard framework formally relied solely on enforcement mechanisms based on economic sanctions (e.g. 'penalties'), the PM scheme includes motivational mechanisms based on a combination of psychological acknowledgement and economic rewards. In this way, the PM scheme establishes a formal mechanism for sustaining performance based on positive incentives and feedbacks (i.e. attention to good performance), in addition to the negative incentives and feedbacks (i.e. attention to poor performance) embedded in the standard framework's monitoring and enforcement mechanisms.

From a theoretical perspective, it makes sense to introduce new motivational drivers. Frey and Jegen (2001) have sustained the argument that acknowledgement of inner motivation for task performance is vital for the efficacy of management systems in various settings (see also Fehr and Falk, 2002; Frey and Osterloh, 2005). Acknowledgement of inner motivation may boost performance extraordinarily by increasing motivation ('crowding-in effect') while denial or missing acknowledgement may impede performance by lowering motivation ('crowding-out effect') even where there are economic rewards and enforcement mechanisms. Inner reasons may be further strengthened by the presence of moral commitments, expertise, and/or a sense of autonomy (Deci and Ryan, 2000).

Management

The management of the PM scheme varied widely. In some cases, the Head Gardeners had a 'unilateral' approach to management while others had a more open 'bilateral' approach. In the field observations of PM-scheme meetings, I observed that the approach was interconnected with the quality of the interpersonal relationship between Head Gardener and Contractor. In some instances, personalities got along well and meetings took place in a 'friendly' atmosphere while other meetings took place in a more formalised 'business-like' atmosphere.

The size of the bonus was perceived as being of fundamental importance, but in a very different way from what could be expected from an economic viewpoint. Psychology was in play, although not as envisioned by the Agency, either. Adverse effects could be observed in cases where bonuses were perceived in economic terms by the Key Ground staff and the bonuses were not perceived as reciprocating efforts. The bonus had to fulfil expectations of reciprocation both psychologically and economically to have a positive effect on motivation (and thereby efforts and performance).

In at least two cases, the PM scheme had a negative impact on communication. With the inclusion of communication as a part of the PM scheme, the Contractors became worried about the consequences for performance evaluations if they communicated openly on issues perceived as negative by the Head Gardeners. The observation is of central interest because it reveals a possible negative side effect of the PM scheme on an issue that was regarded as one of the PM scheme's most important aspects. The use of economic rewards and the influence of the dialogue on the performance measurement could impede and bias the qualified dialogue in the direction of a process of 'gaming'. In one of the contracts, there was a clear tendency for all activity that before had been 'a part of the job', but now could have a potential positive impact on the performance measurement, to become formalised and turned into strategic arguments. In the majority of cases, Contract Managers wrote down what they believed might help in arguments with the Head Gardeners about the performance evaluation.

In poorly performing cases, communication and collaboration were especially burdened and impeded, and virtually all activity under the contract became perceived as a part of a formalised exchange relation. In these cases, the PM scheme became a 'game of mutual shop-keeping'. In theoretical terms, the formation of a protracted exchange mentality was seen as rooted in violated norms for reciprocity and solidarity (and thus a denial of competency and autonomy) with the unintended consequence that the inner motivation of the Contractor decreased.

Measurement

Almost all the Head Gardeners had difficulties with measuring performance in an objective sense. Furthermore, there was no consensus among Head Gardeners on how to measure the sub-items. In practice, the problem of objective measurement was handled by shifting to a subjective evaluation of performance. In the best functioning cases, this was conducted through dialogue and/or negotiation. The subjective approach combined with bilateral evaluation and negotiation enabled the Head Gardeners to satisfy an overall sense of fairness related to respect of solidarity and reciprocity.

In one case, the Contractor recalled an instance where the sense of fairness was violated and had induced an entrenched reluctance toward the PM scheme among Ground Staff. In this instance, the overall performance evaluation had been impeded by a unilateral approach based on the intention to maintain objectivity in

performance evaluations. The Contractor reported the approach as highly frustrating and de-motivating. The unilateral approach based on connotations of objectivity resembled the standard approach. The problems reported indicated the risk in transferring practices and routines from the 'transactional' management of the standard approach into the 'relational' management of the PM scheme.

The problem of establishing objective performance evaluations highlighted a contradiction in the initial design of the PM scheme. If an objective basis for measurement of performance could be established, it would be straightforward to manage the performance items as a part of a standard framework, which would mean the PM scheme would be superfluous. This observation indicates the space in which the PM scheme could have its natural place: service efforts and provisions which cannot be measured or specified ex ante in a clear-cut way. In the case, of the Agency, the standard framework based on traditional enforcement mechanisms was fully capable of handling management of services which could be measured in a clear-cut way.

Value

In general, the group of Head Gardeners had a mixed evaluation of the value of the PM scheme. Notably, their cognitive evaluation (experience) differed from their normative evaluation (attitude). The mixed attitude points to the more troublesome challenge of transforming a good principle into a workable mechanism. The formal principle laid down in the PM scheme was acknowledged as relevant among both Head Gardeners and Contractors. In particular, the PM scheme was acknowledged for the explicit recognition it gave to positive performance and its function as a 'counterweight' to the standard enforcement mechanisms.

In the cognitive evaluation of the PM scheme, the historical balance of costs (administrative time and financial resources) and benefits (improved performance for performance items) was not in favour of the PM scheme. However, the development in the balance was perceived as being in favour of the benefits. Furthermore, the administrative burden was mostly associated with the implementation and not the management of the PM scheme. This means that the administrative burden was experienced as decreasing with the institutionalisation of the PM scheme as an organisational routine (Nelson and Winter, 1985). This suggests that more value for money could be expected in the future.

The most notable benefit from the PM scheme was its ability to qualify dialogue between Head Gardeners, Contract Managers, and Key Ground Staff. This included the possibility of information exchange and the identification of differences in perception. This outcome was especially notable for contracts in which the relationship between the Head Gardeners, Contract Managers and Key Ground Staff had a 'formal' character from the outset. As a consequence of improved communication, the PM scheme was acknowledged to have improved the 'product' (i.e. the quality of service provisions). The PM scheme also helped to identify troublesome issues at an early stage and thus prevented serious issues evolving at a later stage. Some Contractors furthermore acknowledged good communication and collaboration as a precondition for avoiding the use of monitoring and enforcement mechanisms. The PM scheme was perceived as an 'early warning' mechanism when service provisions needed to be adjusted or expectations harmonised once more.

In cases where there already was a good informal personal relationship, the formalised focus on dialogue embedded in the contract was perceived as redundant and described as a 'highly bureaucratic' mechanism. Where well-functioning dialogue and collaboration were already present, the value of the PM scheme was associated with an improved focus on service adaptations.

The PM scheme's last major item sought to motivate Contractors to propose rationalisations in service provisions. However, none of the Contractors found the size of the bonus sufficient to come up with any proposals that implied cost savings because this would reduce the value of the contract.

In sum, the use and value of the PM scheme differed according to the needs and history in individual cases. By comparing the history of individual cases, good communication and collaboration were shown to be a precondition for a more improved focus on local service adaptations and the development of services.

Alternatives

In addition to the mixed evaluation of the overall value of the PM scheme, the Head Gardeners came up with a full range of alternatives of potentially greater value for improving service provisions. The alternatives included activities related to social and professional development, and the allocation of money for refurbishment and extra works in parks and gardens.

These alternatives were preferred by the Contractors compared to getting the money in hand. In cases where the contract included a relatively high percentage of tedious horticultural work, there was an explicit call for interesting tasks and closer collaboration with the Head Gardeners. This indicated that Contractors were motivated by doing horticultural work as much as they were motivated by the prospect of marginal improvement in economic income. So, these proposed alternatives were rooted in the presence of competent and professionally engaged Contract Managers and Key Ground Staff.

Learning

For both Head Gardeners and Contract Managers with day-to-day responsibilities for contract management, the PM scheme provoked a learning process in which new management expertise evolved. The new expertise was especially related to mutual coordination and communication skills in a context defined by a complex motivational structure. In cases where the standard approach was transferred to manage the PM scheme (i.e. no initial adjustment of management practice), it had negative effects. However, with time, an awareness emerged of the importance of the relational dimensions for management. The relational dimensions were related to issues of motivation, perceived fairness, and the norms of reciprocity and solidarity.

The PM scheme was continuously revised and the evaluation of the Agency's PM scheme cannot amount to a final evaluation of PM schemes per se. In general, there is a tendency to perceive the establishment of inter-organisational collaboration in terms of the immediately associated costs and not as an investment for the capture of future 'superior' returns (e.g. Madhok and Tallman, 1998). This means that, from a research perspective, the value of the experience with the PM scheme was greater than realised by the Agency and the Contractors. If experience is perceived as taking place in an (inter-) organisational learning process, the intervention was valuable for setting directions for further revisions of the PM scheme. The Head Gardeners' and Contractors' acknowledgement of the embedded principle of reciprocity and the prospects for further improvements indicated a confidence in the potential future value of the PM scheme.

The proposed PM scheme

In contrast to the control and accountability-oriented performance management approaches that has been dominant in the public sector, Sanderson (2001) has suggested a framework for performance measurement and management aimed at developing an 'engine of change' for sustained learning and improvement. Based on the findings in phase two and Sanderson's framework, I elaborated a proposal for a revised PM scheme. The proposal was presented to the Agency and the Contractors and discussed in two subsequent workshops (phase three). The proposal can be summarised in five points:

1. *Formalisation of communication and collaboration should be included by other means.* In general, good communication and collaboration was perceived as a requirement for good performance *and* to avoid the need for enforcement, so the linking of monetary rewards with communication and collaboration was economically justified in a double sense. But the proposal was to exclude the heading for communication and collaboration from the PM scheme and integrate it into the framework for contract management by other means.
2. *Evaluation should be 'bilateral'.* In the initial PM scheme, the Head Gardeners evaluated performance unilaterally. However, the intervention revealed that the Contractors needed an outlet to respond to evaluations made by Head Gardeners. Furthermore, the Head Gardener's ability to communicate and collaborate was equally seen as a condition of good performance by the Contractors. So the proposal was to change the evaluation from a unilateral approach to a fully bilateral approach. Open feedback from the Contractors would enable both norms to be respected and enable the Head Gardeners to improve their management practice.
3. *Efforts for rationalisations should be supported by substantial economic incentives.* The Contractors were left with no economic incentive to reveal information about potential for cost reductions in service provision. So, a more potent economic incentive for revealing potential for cost reductions was proposed. The proposed incentive was outlined as a scheme for profit-sharing.
4. *Items should be few and focused on specific needs in green spaces* (*service adaptations*). The initial PM scheme made it difficult for the Contractors to deliberately focus and target efforts toward individual items in the PM scheme. Fewer items would concentrate focus and effort. In addition, a clear focus on service adaptations linked to sufficient financial resources would enable the Contractor to undertake more challenging horticultural tasks, which would spur greater professional engagement and motivation.
5. *High level of internal support.* The Head Gardeners had different approaches to managing the PM scheme. This became a problem of 'equal treatment' of the Contractors. The Head Gardeners also had trouble finding ways of handling challenges with management and measurement. Greater internal coordination and sharing of experiences would be a possible solution to these problems and help improve every Head Gardener's expertise.

Phase three

In the first workshop, the Agency and the Contractors were asked to jointly identify activities that would be most likely to improve service provisions. A range of proposals came up that could come under the heading: ''Common activities for professional development''. This included study tours, site visits, and closer interaction about work related to service provision.

This confirmed the presence of a professional norm among Contractors. It also revealed a mutual interest in improving professional work life by making it more interesting and attractive: study tours and site visits were perceived as attractive possibilities. The first workshop confirmed the importance of balancing a revised PM scheme in a way that could sustain the professional norm.

The reward and performance evaluation were commented as potentially important motivational drivers for Contract Managers and Key Ground Staff. However, the bonus and its size were perceived psychologically and could both motivate and de-motivate depending on the overall context. As was also shown in phase two, the Contractors had very different policies about sharing bonuses among their ground staff.

It was generally acknowledged as a problem, if bonuses disappeared into the Contractor's cash box. From the Agency's point of view, it was paramount that bonuses should help motivate Contract Managers and Key Grounds Staff, because the Contractors did not include the bonus in the calculation of the price of the contract or the allocation of resources under the contract. So it was seen as vital that rewards should benefit the Contract Managers and Key Ground Staff who were running the day-to-day operations of the contract.

In the second workshop, the content of the proposed PM scheme was acknowledged as relevant and confirmed earlier findings from phase two and the first workshop. However, the second workshop revealed a sense of indecision among the Head Gardeners about the future direction of the PM scheme. The formalisation of the dialogue was still criticised by some Head Gardeners, its value was recognised by others, and still more models for motivating Contractors were under consideration. To me, this indicated that the Agency's PM scheme had not found a final form. It also confirmed that the Agency's implementation of the PM scheme for green-space maintenance contracts (as a 'test drive' for other services) was not fully embedded in the needs of green-space maintenance. This may be added as a valuable lesson for the design of contracts for specific services embedded in particular histories. Care must be shown in relation to particularities in specific settings (i.e. relational characteristics) when formal frameworks are implemented.

Phase four

The revised PM scheme took some of the findings from phase two and the dialogue in phase three. In particular, the scheme was revised to give more focus to fewer items. Items related to cost reductions were eliminated. Internally, the management of the PM scheme became prioritised through joint PM meetings and greater dialogue between the Head Gardeners. The revised PM scheme retained the link between bonuses and the items for communication and collaboration.

Although the revised PM scheme for 2007 did not take up all the suggestions from the proposed PM scheme, the underlying trend is consistent in the direction of a unified conclusion for the development of the PM scheme. Table 2 illustrates the direction in the development by highlighting the differences between the initial PM scheme, the revised PM scheme, and the proposed PM scheme. In particular, fewer performance targets, a more substantial financial framework and a more inclusive evaluation approach based on dialogue can be highlighted.

The trend fits well with findings from an earlier development project for green-space maintenance contracting in Denmark (Randrup et al., 2006). These findings included suggestions for the allocation of prespecified amounts of the contract sum to activities aiming at a continuous and dynamic development of green spaces. In this way, the contract should be able to engage and motive the Contractor by both an inclusive and open planning process and more challenging horticultural work. In the UK public sector, similar contract designs are commonly known as 'incentivised contracts' (e.g. Jones, 1997).

Although the general trend has a clear bearing, some differences between the proposed and the revised PM scheme should also be noted. The proposed PM scheme relies to a greater extent on performance sustained by professional values and expertise and seeks to keep communication and collaboration within a space 'liberated' (in some degree) from strategic arguments.

The revised PM scheme still kept initiative, planning, and coordination functions formally separated and only allowed for a minor degree of mutual planning and delegation of initiative. In the revised PM scheme initiative was welcomed, but impeded by insufficient mechanisms and incentives. This indicates a fundamental issue related to underlying contract norms. Improved collaboration was one of the explicit objectives of the PM scheme, so the lack of commitment to sustain these objectives showed that the Agency as an organisation was yet not fully ready to initiate the potential change in norms envisioned in the PM scheme.

The Agency's approach to the development of the PM scheme may be interpreted as 'risk adverse'. From the first PM scheme in 2004 and onward, each subsequent revision sought to test what it was possible to achieve with the lowest possible economic costs. Since total budgets for green-space maintenance were fixed, a risk adverse approach made good sense. The financial means allocated in the PM scheme had to compete with allocations to refurbishments and development projects.

Table 2. Overview of the content, process, and outcome of the PM scheme

		Initial PM scheme	Revised PM scheme	Proposed PM scheme
Content	Major items	• Communication/ collaboration • Service adaptation • Cost reductions • No. of penalties	• Communication/ collaboration • Service adaptation	• Service adaptation • Cost reductions
	Financial framework	• Low (2%)	• Medium (5%)	• Variable (but substantial)
	Sub-items	• Many/common for all contracts	• Reduced /common for all contracts	• Few/specific for each contract
Process	Evaluation	• Unilateral/one-way	• Unilateral/open for feedback	• Bilateral/two-way feedback
	Dialogue	• Poor/formalised	• Improved/formalised	• Focused and dynamic
	Measurement	• Intended objective	• Intended objective/informally negotiated	• Subjective/formally negotiated
Outcome	Value for money	• Very low	• Medium	–
	Monetary rewards	• Small	• Larger	–
	Performance improvements	• Small	• Medium	–
	Direct service improvements	• Limited	• Limited (but improving)	–

The initial PM scheme was devised in 2004, while the revised PM scheme is the version used in 2007. The proposed PM scheme was the researcher's input in the revision process.

The intervention revealed that the risk adverse approach in some instances rendered the PM scheme counter-productive. The risk adverse approach created temporary psychological barriers and reluctance among Contractors. However, the temporary psychological barriers and reluctance were not so entrenched that an initially unenthusiastic Contractor could not describe the overall development in the PM scheme as 'a change for the better'.

Discussion and conclusion

Based on the findings from the intervention, the paper sustains an extension of the framework for contract design and management of green-space maintenance with four 'new' tenets. The tenets relate to the role of communication, coordination, motivation, and power. Together with the 'old' tenets in the standard framework, the eight tenets establish an extended framework. The tenets are summarised in Table 3.

It may be possible to get on informally with the new tenets. This was the case in some of the contracts before the implementation of the PM scheme. In this perspective, the PM scheme constituted a formalisation of the various aspects—and was partly redundant where informal mechanisms worked well. However, it was also increasingly valuable where informal mechanisms were poor and/or lacking. These observations are congruent with the propositions on how collaboration develops in relational and recurrent contracting laid out by Ring and van de Ven (1994).

It was furthermore noted by the Agency that with time the new tenets in the extended framework would eventually become part of a new standard for contract management and future issues would arise. So, from the Agency's point of view, a distinction between standard and extended frameworks was regarded as historical and subject to change.

Coordination

The standard framework embeds the Green-Space Manager and the Contractor in the fixed roles of 'buyer'

Table 3. Overview of the fundamental aspects of an extended framework for contract management that the intervention showed to be important for green-space maintenance

	Old and new tenets		
	Aspect	Question	Basic requirement
Standard framework	Specification	What do we want?	Service provisions can be defined in a comprehensible form
	Pricing	What will it cost?	The market provides optimal pricing
	Monitoring	Do we get what we want?	Reliable procedures for measurement
	Enforcement	How do we ensure that we get what we want?	Service provider is 'sensitive' to enforcement mechanisms
Extended framework	Coordination	Who does what best?	Flexible and open planning and decision procedures
	Communication	How do we get the information we need?	Facilitation of information-sharing (e.g. joint activities)
	Motivation	How do we make (better) use of human resources?	Work can be interesting and engaging (professional norm)
	Restraining power	What are the consequences of monitoring and enforcement?	Enforcement respects norms for flexibility, solidarity, and reciprocity

and 'seller', respectively, of a predefined set of services. In the standard division of labour, the Green-Space Manager plans what services are to be provided, while the Contractor plans how services are to be provided.

The PM scheme did not change these fundamental responsibilities for the planning and provision of services, but opened up possibilities for a more flexible procedure in which the Contractor could participate through inputs in the planning of service provisions. The PM scheme also allowed the Head Gardener to influence to a greater extent how services were provided. The rationale for a more flexible planning process is grounded in the complementary expertise and unique information held by the parties to the contract (e.g. the Contractor gains valuable insights through his daily presence in the green space). Before the Green-Space Manager can benefit from a more flexible planning process, he has to consider how he will motivate the Contractor to a greater engagement and how communication channels facilitating a more flexible planning process can be organised.

Communication

Two-way communication, understood as a recurrent verbal exchange of ideas, opinions, thoughts, viewpoints, or perceptions, was acknowledged as vital by both Contractors and Head Gardeners. Communication was necessary to facilitate performance management as a part of a mutual learning process, generating shared understanding of service levels, stabilising behavioural expectations, and avoiding unintended violation of contract norms. Communication not only assisted the parties to ensure that the values given and received harmonised with initial expectations, but also to adjust expectations over time.

In some cases, communication was already present through informal mechanisms and the formalised item of communication and collaboration was perceived as redundant. However, well-functioning informal communication required a good personal relationship between the Contract Manager/Key Ground staff and the Head Gardener. It follows that changes in staff during a contract would make communication highly vulnerable if it were sustained only by informal mechanisms.

Motivation

Motivation was shown to be influenced by the psychological perception of monetary rewards. Indeed, reciprocity in the relationship was observed to be influenced by psychological acknowledgement, while the prospect of monetary rewards in the PM scheme had limited effect on Contractors' efforts. The inability to honour the norm of reciprocity in a psychological sense could even make the prospects of monetary rewards backfire on overall motivation. Acknowledgement of inner motives based on professional norms was crucial and shown to be an important driver for engaging the Contractor. Thus, it was revealed that economic incentives could work with greater effectiveness if they were combined with activities sustaining inner motives based on professional norms. The PM scheme's item of rationalisation was an example of a mechanism that could constitute a professionally engaging challenge. However, without sufficient economic incentives, it was not sustained and the item was omitted in the latest revision.

Restrain of power

Monitoring and enforcement mechanisms in the standard framework had in general proven effective for dealing with cases of non-compliance. However, the rationale for the PM scheme was that there were limitations in the ability of the standard framework to drive improvements in service provisions further.

Monitoring and enforcement mechanisms originally targeted compliance of performance with service specifications, but did not counterbalance instances of non-compliance with evaluation of the overall effort or impression. Thus, standard monitoring and enforcement mechanisms could violate norms for reciprocity and solidarity and thereby impede or destroy the Contractor's inner motivation. Communication enabled the Contractor to comprehend the Head Gardener's perception of the acceptable standard for specified services (and vice versa) in a more holistic way. So, flexible planning and intensified communication enabled Head Gardeners to minimise the use of enforcement mechanisms to manage service provisions. This observation also plugs into a more general discussion of the effectiveness and purpose of different kinds of performance measurements (Behn, 2003; Propper and Wilson, 2003).

Comparing the framework

The findings can be evaluated by comparison with the findings in other studies. In a statistic analysis based on data from a survey, Cannon et al. (2000) found that a high degree of collaboration (i.e. norms for flexibility, reciprocity, solidarity, mutuality, restrain of power) was positively correlated with the perceived performance (i.e. quality, technical support, price, time) for contractual exchange in dynamic and/or complex environments (e.g. frequent changes in conditions, technology, prices). This study furthermore found that formal mechanisms for contract management could only partly substitute for good collaboration and could even worsen performance if formal aspects of the contract were detailed in length and collaborative aspects were in poor condition. Similar results can be found in later studies by Fernandez (2007) and Poppo and Zenger (2002).

If we perceive green-space maintenance as taking place in a degree of complex and/or dynamic societal and natural environment, the merits of an extended framework for contract management of green-space maintenance are sustained.

The findings on motivation also fit in with theory and studies on human motivation. Simple and trivial work perceived as purely instrumental may be most effectively managed by extrinsic incentives and regulations (Lazear, 2000). However, extrinsic incentives become inadequate for managing work that demands autonomy and competence (Frey, 1997) or what Herzberg et al. (1959), in distinction to 'hygiene' factors, identified as motivational factors intrinsic to work itself. This means that work should sufficiently challenge and utilise the abilities (competence) and responsibilities (autonomy) of a worker. The failure to do so would result in increased dissatisfaction and motivational problems. This was observed in phase two of the intervention and confined in phase three. Aspects of public service contracting and motivation in the context of urban green-space maintenance have been explored in detail by Lindholst (2007).

Afterthoughts on research method

Compared to a normal case study approach, the action research approach improved the interpretation of the data and generated insights that otherwise would have gone unnoticed. The input produced for practice (Table 2) and the subsequent interpretation identified the aspects and questions underlying the actions of the Agency (Table 3). The paper also illustrates how management consultancy and research can be integrated through the choice of methods to sustain a production of knowledge with relevance beyond the immediate context in which it was produced.

Action research is still dependent on the recognition and usefulness of the research output in the context the research was conducted. In the intervention, the recommended PM scheme was not fully implemented. This may indicate problems in the planning and execution of the intervention. Problems with regard to various dilemmas were coped with by explicit acknowledgement and reflection in the first phase. My personal experience of the intervention suggested that action research needs a good deal of negotiation and/or political skill to sustain the ongoing research process. With hindsight, improved skills might have enabled a more complete implementation of my recommendations in phase three. To put it in Aristotelian terms, the research methodology chosen not only needs to be rooted in 'logos', but in addition requires the use of 'pathos' before the research can comply with a scientific 'ethos'. In this way, action research sharply contrasts with the detached role of the researcher in more positivistic and/or traditional research approaches.

Future research

Despite the societal and ecological value of urban green spaces, there is a compelling lack of reported research on how urban green spaces are managed and maintained. The paper helps to address a deficit in the current understanding of management of green-space maintenance by contracts. The research focused on the

relationship between a client and contractor. In the perspective of emerging partnership approaches in the public sector (e.g. Bovaird, 2004, 2006) and within urban green-space management (e.g. Jones, 2002) future research may target how other stakeholders can be integrated in more decentralised approaches to the management and maintenance of urban green space by contract. This may include how different kinds of performance measurements make sense in the context of urban green-space management and how the competencies and resources of various stakeholders can be integrated to a greater extent.

Each of the four new tenets and how they may be dealt with may also be explored in detail in future research. In particular, viewing green-space maintenance contract as an instance of inter-organisational collaboration (e.g. Hardy et al., 2003) or relational contracting (e.g. Ring and Van De Ven, 1992, 1994) may open up new productive perspectives on contract design and management.

Is an extended framework a good idea?

The paper sustains a conclusion in favour of the prospects of an extended framework for improving management of green-space maintenance contracts. In addition to the four 'old' tenets of specification, pricing, monitoring and enforcement, the contract should include a focus on the four 'new' tenets of coordination, communication, motivation and restraint of power. The intervention simultaneously showed that the formalised management of these aspects in the Agency's PM scheme could only partially sustain intentions and objectives. However, the reflections generated in the intervention also suggested how these aspects could be dealt with more effectively. The five-point proposal generated in the intervention can be used here as a reference point for designing and managing future contracts in a way that acknowledges the four new tenets. The true value of the Agency's PM scheme may be found in this conclusion.

Moving beyond NPM

The merits of the public policy reforms of NPM that initiated contracting-out as a practice in urban green-space management can be evaluated in the perspective of the conclusions and the Agency's contracting history. In an initial stage, reforms improved efficiency by displacing a long-standing in-house arrangement in favour of fully market-based service provision managed by a standard approach to contracting. In a second stage, the practice of urban green-space management, as exemplified by the Agency, moved beyond the content of initial NPM reforms. Now, inspiration for future improvements must be found elsewhere. In this perspective, the paper reflects the paradoxes inherent in an 'middle-aged' NPM (Hood and Peters, 2004) and points a way forward for still more effective design and management of contracts for green-space maintenance in the future.

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PAPER 5

TEN DESIGN ISSUES IN GREEN-SPACE MAINTENANCE CONTRACTING

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Abstract

Green space maintenance contracts have mostly been designed to price, monitor, and enforce specified services. Such 'standard' designs may however be challenged by newer trends and developments in urban green space management, including 'partnerships' and 'extended' frameworks for contract design and management. The challenge establishes a requirement for a more systematic analysis of design issues in green space maintenance contracts that account for both 'doing things' (technical delivery of the contract specifications) alongside 'developing things' (the renewal and development of the landscape).

In this paper, we identify central design issues and advance a holistic framework for design of green space maintenance contracts. In the framework ten design objectives are identified within the three functional requirements of coordination, motivation and minimization of transactions costs by combining state-of-the-art in contract theory with practical experience educed from a comprehensive review of 15 cases of urban green space maintenance from Denmark, England, New Zealand, and Sweden. As a comprehensive checklist, the framework may assist urban green space managers or other public managers to draft and manage contracts.

Contracting In Context

The application of service specifications and contracts in the provision of green space maintenance has become widespread within urban green space management in the last couple of decades. This development has been spurred by public reform movements such as the New Public Management (Hood, 1991) and the program for re-inventing government (e.g. Osborne & Gaebler, 1993). Procurement and contracting out has introduced competitive pressures to drive

out perceived inefficiencies of traditional public organization (Niskanen, 1994). With the increasing demand for public services, the global challenge for public management has now become to "do more with less" (Kettl, 2000, 2005).

Following, the 'standard' for contracting out in the public sector derived from economic theories such as agency theory, public choice, and/or transaction cost economics (Boyne, 1998a, 1998b; Domberger & Jensen, 1997; Villalonga, 2000; Walsh, 1995) design recommendations for green space maintenance contracts have focused narrowly on the tenets of specification, pricing, monitoring, and enforcement of service provision. In the popular distinction between 'steering' and 'rowing' as promoted by Osborne & Gaebler (1993), the role of the public client is to define the 'what, 'where', and 'when' and rely on the contractor to define the 'how' of the contract. For green space maintenance this has implied a widespread use of service specifications based on horticultural standards defined by performance and instruction measures in combination with quantities of work to satisfy the requirements of pricing, monitoring, and enforcement. Little heed has been given to the experience of the contractor to promote best practice or for them to employ their expertise to work with the client to identify efficiencies that do not necessarily reduce the landscape value of the land in their 'care'.

The adequacy of the standard approach for green space maintenance contracting can be called into question by the nation-wide experience in England throughout the 1980s and 1990s. The English experience embraced a reliance on compulsory competitive tendering (CCT) with cost savings (i.e. pricing) as the central issue in provision of public services (e.g. Patterson & Pinch, 1995) and a disregard for the continuing need to re- invest in the landscape to overcome nature's natural cycle of decline. Within urban green space management the standard approach has over time, contributed with significant savings to the public exchequer, arising from staff reductions and little or no staff training and has fuelled the massive call for new capital investments to reinvigorate urban green spaces (DTLR, 2001) and a need to deal with a skill-shortage at all levels within the sector (Cabe, 2004). At the policy level the standard approach is now discarded through a policy changes in local government. The narrow focus of pricing through competitive pricing is hereby replaced with a broader focus on 'best value' and competencies for public service provisions (Entwistle & Martin, 2005).

Partly in a response to experiences with standard contracting, urban green space management have now embarked on new and more encompassing approaches to contracting out based on partnership principles (e.g. Randrup et al., 2006) and 'extended' frameworks for contract management (e.g. Lindholst, 2008). These approaches have introduced a focus on urban green space policies, contractual cooperation, stakeholder involvement, motivation, performance,

competencies, and development and investment as a part of the concerns for contracting out green space maintenance.

Despite experience, new approaches, and the widespread use of contracts for provision of green space maintenance in urban green space management there is presently no systematic analysis integrating insights from contract theory linked to the experience of the practitioner .

In order to address these deficits, this paper elaborates a systematic analysis by adopting a holistic framework for contract design. The aim is to advance a comprehensive understanding of the particular issues that are in play and need to be considered in the design of green space maintenance contracts. The aim is in line with general trends in management research for improving practical relevance (e.g. Kelemen & Bansal, 2002). Hereby, we seek to provide a seamless transition from theory of contracting to the application of theory for the practitioner.

The outline of the article is as follows: Section II presents a framework for contract design and the sample of green space maintenance contracts. Section III exemplifies and elaborates the framework within the sample of green space maintenance contracts. Section IV ends the paper by summarizing and commenting the findings.

A Framework for the Study of Contracts

In law, contracts are commonly understood as promises made by two parties (i.e. an agreement) that can be enforced in the legal system. In a more fundamental sense a contract can be understood as a social relationship between two or more parties for 'projecting exchange into the future' (Macneil, 1974, 1980, 2000). The definition brings attention to the underlying social constitution of contracts. As other social phenomena, a contract is embedded in a particular social context and depends on the presence of stable social structures (i.e. mutual behavioural expectations) for purposeful action to take place. Mutual behavioural expectations are expressed by contract norms and relate to the various dimensions of organising and executing projection of exchange into the future. These include expectations of solidarity (i.e. mutual reliance and interdependency) and reciprocity (equity in values received and given) as the most important norms among the various dimensions (Macneil, 2000).

Within the economics of organization and management theory (Milgrom & Roberts, 1992) contracts can be treated under the three headings of coordination, motivation and transaction costs. A contract must within its specific context specify questions related to what, when, where, and how of an exchange (coordinate), ensure that the parties will keep contractual obligations (motivate), and minimize the costs related to ensure coordination and motivation (econo-

mize on transaction costs). The three headings constitute the main functional requirements of a contract.

Bogetoft & Olesen has developed a holistic framework for contract design in accordance with the three core headings within economic theories of organization by addressing a range of issues within the context of agricultural production contracts (Bogetoft & Olesen, 2002; Bogetoft & Olesen, 2004). However, focusing solely on the economics of contracting has been criticized for "neglecting the cultural, contextual and organizational settings of the enterprise." (Springdale & Mador, 2004).

For the purposes of this paper, the framework is reassigned to deal with issues in design of green space maintenance contracts within the context of urban green space management. The original mainstream economic approach used by Bogetoft and Olesen is here complemented by a range of alternative theories and approaches to contracting integrated with a comparative study into a sample of 15 cases representing a theoretical sample of green space maintenance contracts. The analysis resulted in a list of 10 central issues for contract design organized. In Table 1 the 10 issues are organized under the three headings of coordination, motivation and transaction costs.

Table 1 – Ten contract issues.

Coordination	1. Coordinate activities 2. Balance pros and cons of decentralization 3. Handle risks and uncertainty
Motivation	4. Handle opportunism 5. Handle competencies requirements 6. Facilitate cooperation / communication 7. Promote specialized investments / continuance 8. Sustain intrinsic motivation
Transaction costs	9. Reduce costs of contracting 10. Use transparent contracts

Table 1 highlights the most important issues of coordination, motivation, and (minimizing) transaction costs. The table is inspired by Bogetoft and Olesen (2002) and modified to cover issues in green space maintenance contracts.

The design of the contract must under each heading address a range of issues that a contract must deal with in order to achieve its objectives. Contract design hereby becomes a multi-criterion decision problem involving trade-offs between various objectives. Improving one aspect of a contract may impede another aspect of the contract. The approach must therefore be holistic. Only hereby can we embrace and enable evaluation of various trades-offs.

The identification of an optimal contract involves choosing instruments and mechanisms to find the best trade-off between the different objectives. This process will be context specific. It is therefore not the purpose of the article to identify one optimal way of designing green space maintenance contracts. An 'optimal' contract would require an assessment taking institutional environment, market structure, history, management capabilities, technology, and underlying purposes and values into account (e.g. Brown et al., 2006).

The identified objectives constitute a practical checklist against which actual contracts can be evaluated and/or improved (redesigned) within their specific contexts. It should be noted that for managers and organizations with a 'capability to learn' contract designs will develop over time and eventually test or go beyond the plausibility of the framework presented in this article.

A Sample of Green Space Maintenance Contracts

For the purpose of exploring the issues in contract design a sample of 15 cases of green space maintenance contracting from Denmark, UK, New Zealand, and Sweden was selected with the purpose of representing a wide range of contract designs (theoretical sampling). National experts were used to identify specific cases. This included such as the Commission for the Built Environment (CABE) in the United Kingdom, the Swedish University of Agricultural Sciences, University of Copenhagen in Denmark and UNITEC in New Zealand. The 15 cases provide a qualitative overview of current contract design used in green space maintenance contracting. Table 2 present an overview of the cases.

Table 2 – A sample of green space maintenance contracts.

No	*Basic Characteristics*	*Contract Type*	*Key issues*	*Coordination*	*Motivation*	*Transaction costs*
1	*DK, metro, medium sum, short history, in house provision*	Extended (partnership)	Failing commitment	Service spec. cooperation	Intrinsic / extrinsic	Preparing partnership
2	*NZ, metro, large sum, long history, in house provision*	Extended	Optimal investments	Service spec. / Cooperation	Extrinsic	Annual review
3	*UK, metro, large sum, long history, in house*	Standard	Limited resources	Service spec.	Extrinsic	Mal-adaptation
4	*DK, rural, small sum, no history, in house*	Extended (partnership)	Development of park services	Strategic obj. / cooperation	Intrinsic	Annual reviews
5	*DK, rural, medium sum, medium history, in house*	Standard	Limited management resources	Service spec.	Intrinsic / extrinsic	Monitoring
6	*S, metro, large sum, long history, market only*	Extended (partnership)	'Hold up' problems	Strategic obj. / cooperation	Intrinsic	Collaboration

7	*UK, urban, large sum, long history, market only*	Extended (partnership)	Stakeholder involvement	Strategic obj. / cooperation	Intrinsic	Long term commitment
8	*UK, urban, large sum, long history, market only*	Standard	Competition	Service spec. / direct supervision	Extrinsic	Supervision, reputation
9	*DK, urban, medium sum, long history, in house*	Standard	Joint management	Service spec. / cooperation	Intrinsic	Supervision
10	*DK, urban, large sum, long history, market only*	Extended (Performance management)	Development of services	Service spec. / cooperation	Extrinsic / Intrinsic	Supervision, reputation
11	*DK, rural, large sum, long history, market only*	Extended (partnering)	Rationalizations	Strategic obj. / cooperation	Extrinsic / Intrinsic	Extended organization
12	*UK, urban, large sum, long history, market only*	Extended (partnership)	Collaboration	Strategic objectives	Intrinsic	Preparing partnership
13	*S, urban, large sum, long history, market only*	Standard	Common professional outlook	Service spec.	Extrinsic	Standard
14	*DK, urban, medium sum, long history, market only*	Standard	Limited management resources	Service spec.	Extrinsic	Minimal use of enforcement
15	*NZ, urban, medium sum, long history, in house*	Standard	Competencies	Service spec.	Extrinsic	Standard

Table 2 gives an overview on urban green space managers which contract out green space management. The sample contains two New Zealand, two Swedish, four English, and seven Danish urban green space managers. The basic characteristics describe contextual aspects, including the presence of an in-house provider, the location in either rural or urban area, the relative size of contract sum, and the client's history of contracting out. Contract types refer to the basic contract type. Key issues refers to basic challenges within the specific context, coordination refers to the main principle for organizing work, and motivation refers to the incentives driving the contract. The issues highlighted for each contract are selected to illustrate different aspects of contract design within the sample.

The theoretical sample of cases was based on the categorization of contracts purported by Ian Macneil (1974, 1980, 2000). Based on identification of a set of common contract norms the categorization enables elaboration of all possible contracts on a continuum ranging from 'discrete' (or 'transactional') to 'relational' contracts. In short, a discrete contract design is based on norms supporting a highly specified exchange of services, while a relational contract design is based on norms sustaining the relationship that embeds future exchanges (specified in various degrees).

In the sample the discrete norm is expressed in 'standard' contract designs and its narrow focus on specification, pricing, monitoring, and enforcement of service provisions. Relational norms are expressed in more 'extended' designs integrating further aspects into the contract. These aspects may include joint

management and/or planning (i.e. cooperation), strategic objectives, conflict resolution, or performance management.

Two versions of the extended design are present in the sample. One version represents a continuation of the standard design's emphasis on exchange of highly specified services, but with incorporation of additional tools for coordination and motivation. A second version deemphasises the exchange of specified services and puts emphasis on strategic objectives as the focal mechanism for coordinating activities of the parties to the contract. This version may still rely on service specifications for coordination, but the focal role of service specification is displaced by the focal role of strategic objectives.

Motivation may be of two basic types (Fehr & Falk, 2002; Frey & Jegen, 2001; Ryan & Deci, 2000). Extrinsic incentives provide an agent with motives based on the expected economic outcome for performing a task. In the standard contract design the economic outcome is formally regulated within by monitoring and enforcement mechanisms (Jensen & Meckling, 1976; Puffitt & Coulson, 1998). An agent spurred by extrinsic incentives may behave opportunistically i.e. an agent will take advantage of situations where they can benefit by so doing, including by the calculated efforts of lying, cheating, misleading, confusing, or distorting information (Williamson, 1985). The outcome may also be influenced by factors outside the contract such as reputation (e.g. ability to win contracts elsewhere), long term commitments (ability to continue relationship in new contracts), or the relative economic outcome by fulfilling the contract versus fulfilling obligations elsewhere (e.g. presence of stronger monitoring and enforcement mechanisms in other contracts).

The second type of motivation is based on an agent's 'inner' preferences for performing a task without the presence of an economic reward or calculation of the economic outcome (Ryan & Deci, 2000). Intrinsic motivation for performing a task is spurred by an inner satisfaction based on moral commitments ('relatedness'), adherence to professional values ('competencies') or sense of autonomy ('self-determination'). The relevance of this perspective has been investigated and confined for public service contracting in Lindholst (2007) and for management and development of green space maintenance contracts in Lindholst (2008)

Transaction costs can broadly be understood as the cost associated with coordinating and motivating economic exchange. Under competitive pressures or resource constraints economic agents will tend to minimize transaction costs. Coase (1937) explained the rise of "alternative methods of coordinating production" with reference to the differential costs associated with organising coordination within the firm vis-à-vis the market. In a more encompassing way Ouchi (1980) defined these costs of transacting as: "any activity which is engaged in to satisfy each party to an exchange that the value given and received

is in accord with his or her expectations". Ouchi's definition draws attention to the necessity to engage in activities that seek to minimize uncertainly about the equity in the exchange of values (i.e. by coordination and motivation). In the sample different activities impeding or promoting minimization of transaction costs was identified. Supervision to improve competencies, the use reputation to mitigate opportunism, promotion of long term concerns, or mal-adapted contract designs were among the issues and activities promoting or impeding minimization of transaction costs.

Analysing and exemplifying contract designs

In the following section the main objectives are analysed and exemplified within the ten intermediate objectives. Based on a comparative analysis of the similarities and differences within the 15 cases, the analysis represents a comprehensible coverage of the major issues in design and management of green space maintenance contracts. Furthermore, the analysis highlights that individual issues may be dealt with in different ways.

1. Coordinate activities

One of the most important roles of the contract is to coordinate the activities of the parties to the contract by specifying questions related to 'what', 'where', 'when' and 'how' of the exchange. In the sample, two types of coordination were identified; standard and extended contracts. The extended type was found in two versions. The first and most common version used performance and instruction based measures as the focal coordination mechanisms in the contract. The second version still used performance and instruction based measures, but included broader service objectives as the focal coordination mechanism in the contract.

Lack of coordination may lead to sub-optimizations, where individual parties to the contract optimize their interests regardless of the outcomes for other contractual parties or stakeholders.

An important aspect of coordination is the minimization of costs associated with the activities of service provisions ('production costs'). Some activities might have a higher/lower utility for the client than others. Thus, it makes sense to direct resources toward activities with the highest marginal utility. Standard contracting is in its most extreme application not open for this possibility as the contract in advance fully specify services to be provided and the corresponding prices. In practice the prioritization of activities is pervading the thinking of both the client and contractor. In extended contract designs the differential utility of activities is explicitly taken into account and service provisions can be adjusted within the contract period. The trade-off is the additional cost to activities identifying the utility of activities and initiating change accordingly.

Examples

Within the sample, case 5 and 14 provides typical examples of the standard approach. The coordination of activities within the contracts was in both cases based on a service specification elaborated though performance and instruction measures. The contractor's payments were based on the sum of monthly quantities of regular services and variables quantities of requisitions multiplied with the relevant unit prices.

In both cases the clients defined the 'what, 'where', and 'when' through performance and instruction based measures in the service specification while relying on the contractor to define the 'how'. The what, where, and when were defined through both performance and instruction based specifications. Thus, the performance of the contract depended on the accuracy and comprehensiveness of the service specification. In case 14, the client achieved this by implementing service specifications gradually and allowed for adjustments within the contractual period. In both cases, the shift from an in-house arrangement for service provisions to the use of service specifications in combination with contracting out provided substantial net savings. In case 14, net savings were reported to be in the range of 15 percent, while direct savings were reported in the range of 20 percent. The difference stems from increased internal cost to drafting and managing contracts. In case 5, the net savings were reported to reach approximately 30 percent. While in case 14 the savings where allocated to other services within the local government, the client in case 5 managed to reallocate savings within the contract to improve service standards.

Formally, the contract designs in case 5 and 14 relied on standard mechanisms for monitoring and enforcement including a range of inspection methods, rectification notes, and payments deductions. The formal mechanisms for adjusting service provisions were based on the client's right to regulate the level of service provision unilaterally. However, informally, adjustments were also based on ad hoc inputs from the contractor. The underlying effectiveness of the contracts was in both cases based on trust in the contractor's ability to fulfil the contract and the informal cooperation between the client and the contractor. Trust and trustworthiness between the parties were gradually built up by quick responses to non-compliance and the development of a mutual understanding of the conditions of service provisions (i.e. trust based on goodwill). The long term concerns in the form of repeated interaction provided the parties with a strong incentive to fulfil the contract in the short run.

Case 4 provides an example of the extended approach in the context of a small rural municipality, that did not rely on service specification in the typical form of performance and instruction based measures as coordination mechanism. To coordinate activities within the contract the parties engaged a strategic framework with objectives focused on development of services, improvement of

reputation in the local community, elaboration of maintenance plans, economies of scale, rationalization in the client's organisation and reinvestments hereof in park services. Thus, the contractor became involved in the what, where, and when in addition to the how of the contract. The involvement went so far that the contractor also dealt with questions of 'why'. The effectiveness of the contract relied on cooperation and complementary competencies in place of pricing and competition.

Case 7 provides the most vivid example within the sample of an extended approach to contract design. The approach combined exchange based on service specifications with coordination through a jointly managed strategic framework. Thus, management of the contract was split in two parts. Monitoring and enforcement of service provisions were based on a random sampling system. Monthly payments were made dependent on extrapolation from the results of the sampling system. The second part of the contract focused on management and development of services through a strategic framework made up by action plans, annual performance reviews, and policy partnerships with stakeholders and third parties. The two parts of the contract were decoupled to free the management of the strategic framework form management burdens at the more operational levels of the contract. In some of the other cases in the sample, such as case 5 and 14, the time and resource of management were occupied with activities related to day to day operations, leaving no space for more strategic and/or policy concerns. However, a necessary requirement for the organizational decoupling is an organizational size that is large enough to devote resources to effective management at both levels. At the same time, case 4 illustrates that contractual coordination at the operational levels is not a precondition for coordination at the strategic level. Compared with the remaining cases in the sample case 4 constitutes a 'black swan' (Flyvbjerg, 2006) by illustrating the possibility to successfully coordinate the contract through a strategic framework solely. .

2. Balance the pro and cons of decentralization

The allocation of decision rights is a key issue in the contract. A contract is centralized if the client has the authority to make most decisions and decentralized if the contractor is in charge of most decisions. The standard for public service contracts has been envisioned as centralized by the separation of client functions related to specifying 'what', 'where', and 'when' from contractor functions related to the 'how' of the exchange.

The contract should allocate decision rights to the party that are best informed regarding the specific activities. The immediate benefits of a decentralized contract are reduction of the risk to neglect important information and engagement in resource and time consuming communication. The advantage of decentralization is the minimization of time and resources devoted to gathering

and processing information. The drawbacks of decentralization include increased risk for un-coordinated actions and misalignment with the fundamental norm of reciprocity. Motivation problems might occur as it becomes difficult to reciprocate the contractor's efforts if no contract mechanisms are present to enable observance and evaluation of performance in decentralized contracts. Thus, decentralized contracts are prone to moral hazard problems.

Examples

In the majority of the cases in the sample the client side and contractor side established parallel hierarchies to manage contractual exchange. Thus, if trust can be developed the cost of transacting can be brought down (Ring and Van De Ven 1992; Ring and Van De Ven 1994) by relying on one common hierarchy to manage the contract. In a recurrent contractual relationship in case 9, the client and a local contractor evolved such decentralized management. In this specific case the contractor omitted the central manager with the overall responsibility for the contract and upgraded the competencies of ground staff to enable them to refer directly to the client side. This allowed the client to make direct supervision to the contractor's ground staff, and thus approach entailed a high adaptive contractual arrangement. Hereby, the coordination of activities could respond quickly to the demands of the client while lowering transaction costs. A specific trade-off in this case was identified due to the use of only partly dedicated staff and machinery (inputs) combined with the use of output based service specifications. The contractor ran the risk of providing services that wasn't specified or priced in the contract. The employed safeguard in this case was an upgrading of ground staffs' competencies to enable decentralized judgments about the contractual basis for the client's demands. The downside of the arrangement included a mutually dependency between the parties and the imposition of a continual risk of violating reciprocity (or equity) in the exchange and in case of disputes it would be difficult for a third party to intervene. However, the mutual dependency also generated equity in the bargaining position of the parties. Thus, the arrangement included a self-enforced mechanism for mitigating inclinations toward opportunistic behavior.

3. Handle risks and uncertainty

Planning and provision of green space maintenance is subject for varying risks and uncertainties. This may include shifting weather conditions, dynamics of eco-systems, changes in user patterns, policy change, imposed budget cuts, or rises in factor prices (cost of labour, machinery, fuel etc.). For the contractor the risks might also include poor service specifications or arbitrary use of monitoring and enforcement by the client (e.g. Puffitt & Coulson, 1998).

The failure to identify and distribute risk and uncertainty in the contract will impede effective pricing of the contract. The economic rational contractor will

return the failure to identify and distribute risk and uncertainty with a higher pricing of the contract. If the contractor fails to do so in advance of the contract he might recoup missing overheads by engage in opportunistic behaviour e.g. shirking on the contract.

The contract can include a range of adaptive mechanisms to address risks and uncertainties within the contract period. Some mechanisms allocate the economic risk to the contractor while other retains the risk at the hands of the client or share the risk between the contracting parties. A client might wish a degree of flexibility in the contract. This could be a regulation of the annual contract sum or the right to require additional services. However, the flexibility will be perceived in terms of uncertainty and economic risk by the contractor and thus bear a price.

The coordination instruments to the contract also allocate risk differently. Performance based service specifications transfer risk to the contractor, while instruction based service specifications keeps the risk in the hands of the client.

Examples

Future increases in factor prices are notoriously hard to foresee. In case 12, incorrect indexations in the procurement material increased the price of tenders significantly. The procurement material included a general price index and not the industry specific standard index. Due to differences in the composition of the two price indexes, the general price index had a historically slower annual increase in indexation than the industry standard. Thus, the chosen general index was perceived as an increased risk to the bidding contractors. Due to the size of the procured contracts, all contractors had professional departments for pricing the contracts. In turn they had to price the contracts to cover possible losses due to future increases in industry specific factor prices. The pricing included a 'risk premium' and hence the price of the contract came in higher than necessary. In the case the reasons for the use of the 'incorrect' price index were twofold. The client expected that total price of the contract would be somehow lower over time, but would still oblige the contractor to deliver the same service levels. This was clearly a miscalculation as the incorrect indexation was perceived as a 'trap' by the bidding contractors. This was revealed in a subsequent negotiation with the contractors, where they were asked to make pricings of the contracts with alternative indexes. The new pricing came in substantial lower due to the decreased risk or uncovered production costs.

The problem of indexation exaggerates over time and hence indexations issues are relatively more severe in long term contracts compared to short term contracts. Fortunately, the problem of price indexation is technically easy to deal with. Thus, the problem is more related to the attempt to build in 'traps' in contracts (opportunistic behaviour) or due to ignorance based on either cognitive

or informational limitations (bounded rationality).

In case 11, the client and contractor based one of their contracts on open books to ensure full flexibility in service provisions. The open book approach included a guarantee for the contractor to have his overheads fully covered. Thus, the risk of looses due to the client's unilateral adjustments was mitigated. However, the open book approach exposed the contractor to the risk of sensitive business information to become revealed to competitors or misused by the client. These risks were mitigated through a pre-history of re-current contracting that had generated a sense of trust between the contractor and client. Through the history the contractor had gained status as a flexible and reliable partner. Thus, the client would risk to lose flexibility and reliability while being imposed increased cost to monitoring and enforcement if trust was broken and the relationship succumb into a strategic calculated 'game' based on self-interested behaviour e.g. (Axelrod, 1984).

4. Handle opportunism

Opportunism can be defined as 'self-interested action with guile' (Williamson, 1985) i.e. an inclination to pursue selfish interests by all means despite violation of obligations specified in the contract. Inclusion of mechanisms for monitoring and enforcement of service specifications is the standard approach to mitigation of opportunistic behaviour.

Monitoring and enforcement mechanisms have to be credible in order to mitigate opportunism Credibility depends not only on the actual design of monitoring and enforcement mechanisms, but interacts with the context they are embedded within. Effective monitoring and enforcement mechanisms designed in one context may render themselves in-effective in another context. Contract design must explicitly consider both internal and external (contextual) factors. The public-private context gives rise to additional issues of which some cannot be mitigated by contract design.

Examples

Public contractors exposed to competitive pressures are especially vulnerable to the outcome of procurement as they commonly are dependent on one client and have limited opportunities to employ productive capacity elsewhere. Thus, they are provided with a strong incentive to set the initial pricing lower than the subsequent production costs. In order to win the contract, private contractors have to offer prices even lower. In this situation, the client's standard remedies of monitoring and enforcement are ineffective as the use hereof would drive the contractor out of business. This is a common experience for most clients in the sample. In some cases it was acknowledged that in reality the client asked for 5 units but would only paid for 4. While some clients sought to mitigation through the ineffective means of the standard mechanisms, a more pragmatic

approach was also identified. The pragmatic approach dealt with the situation by allowing 'double' or 'deviant' standards to develop.

In case 8, the client made deliberatively use of reputation effects to mitigate opportunism and enforce contracts. Reputation effects require that the poor (or good) performance can be identified and influence the contractor's motivation. While some green space managers prefer to the contractor to fully represent the client, the client in case 8 preferred clear identification of the identity of the contractor. Located within a relatively small community, the client made deliberative use of local and regional based contractors which overall status and prospects for doing business depends on the reputation in the local community. Thus, if the contractor did a poor job his reputation would suffer in the local community. If reputation matters for the contractor, the deliberative use hereof constitutes strong enforcement mechanisms for the client. Clients with responsibility for highly profiled parks can also experience the positive effects of reputation as contractors may use the contracts in their wide business strategy and thus in calculate a discount in the pricing of the contract.

Excessive reliance on enforcement mechanisms may also come at a price. In case 12, the client included an initial retention policy for withhold of monthly payments in the range of 5% of total monthly payments. The retention policy imposed a risk to the contractor's cash flow. By reducing the possible retention to 2% it was possible for the contractor to allocate two additional site based staffs in the contract. The example illustrates a trade-off between inclusion of design options for handling opportunism and design options that maximize the allocation of productive resources in the contract.

5. Handle competencies requirements

While parties engage with the expectations of the return of superior values, they ultimately depend on organizational competencies to fulfil the contract (e.g. Hodgson, 1998; Madhok & Tallman, 1998). Without the presence of adequate competencies (or the adequate level of resource allocation due to insufficient pricing) it would be hazardous to enter into a contractual relationship, despite the presence of monitoring and enforcement mechanisms. Parties to a contract do not engage with the expectation to end up in court (Coulson, 1998).

Competencies may be analytically differentiated into the technical ability i.e. horticultural skills, contract management ability i.e. standard and extended skills, and the ability to reciprocate expectations of goodwill (Lane & Bachmann, 1998).

There is a trade-off between a focus on pricing of a contract and a focus on competency requirements. The reasons for undercutting prices might differ (market penetration, gaining reputation, or opportunism), but if pricing of the contract do not cover the costs of subsequent service provision the loss must be recouped somehow. Insufficient pricing induce a strong negative incentive.

Public managers commonly use the market to contest the efficiency of direct service providers. However, if a direct service provider is more or less fully exposed to competitive pressures in the market, the direct service provider is faced with the choice of risking loosing large parts of their turnover or cut tender prices. Private contractors need to set tender prices accordingly in order to penetrate the public market. The trade-off can be handled by using a combination of price and competencies in the procurement phase.

Examples

In case 1, the client and contractor sought to set up a partnership arrangement for providing green space maintenance service. However, in the formation of the contract, competency requirements could subsequently not be satisfied, due to low pricing of the contract. Thus, the contract entailed a cost to formation of an extended management structure that could not generate a satisfactory return to the parties. The contract was subsequently managed through the standard approach. The case illustrates that objectives of a contract must match underlying competency requirements.

In case 3, the client evaluated contractual safeguards to be of no use in contracts engaged in by pricing as the only selection criteria. The client had come to the realization, that although the contract allowed 'correcting actions' through default notes, rectification notes and retentions, it was not possible to manage the contract effectively according to the specification. As a conclusion, contractual safeguards were perceived as 'almost worthless' in adjusting the behaviour of the contractor. In turn, the client realized that sufficient initial pricing of the contract was a precondition for making contract management effective. Through a change in procurement policies in which selection criteria became based on 50% price and 50 % competency requirements, the client subsequently evaluated the new pricing as 'fair' for what where being asked for, while simultaneously allowing the contractor to do the job. This in turn, reduced former high levels of public complaints by enabling the contractor to resource up the contract and the client to reallocate and improve internal resources to improve and developing services rather than chasing and correcting problems. A parallel to case 3 is found in case 11. In case 11, years experience with standard contracting lead to a mutual awareness of inherent inefficiencies, due to lack of effective adjustment mechanisms and poor payments for services (spurring opportunistic behaviour). Positive results were achieved by including new cooperative mechanisms alongside with a realistic service specification.

In case 4, the client identified park services to be in poor condition. The client did not have the management or horticultural competencies to improve service. Moreover, neither did the client in this case have the competencies or resources to prepare and contract out park services through the standard

approach. Thus, solutions based on a framing of the challenge as a 'make or buy option' were not viable. The client's solution was the setup of a strategic partnership with a business-leading contractor. Hereby, the client achieved to access state-of-the-art management and horticultural competencies. The partnership was based on a handful of focus areas and performance targets. In sharp contrast to the majority of contracts in the sample, pricing of services was not included in the formal contract underlying the strategic partnership. Due to the infusion of management and horticultural competencies park services changed dramatically within a few years. The staff became dedicated, the use of resources improved through implementation of rational investments plans, and as the visible output; park services improved in the eyes of the local community. However, due to an externally imposed change in the municipal structure, the partnership broke up before the results were fully realized. The contractor expected the returns from the partnership to be appropriated through a more flexible use of staff in a subsequent development of the partnership into a shared organization. However, returns based on long term expectation could not be realized. The case illustrates both the advantages and the risks of strategic partnership arrangements. The client realized his benefits before the contractor could realize his long term returns form the involvement. The underlying contract of the strategic partnership was based on good intentions, but not guarded by credible commitments in times of hardship. The case also illustrates a well known problem identified in the literature on inter-organizational cooperation, such as strategic alliances and partnerships.

In case 15 the client made an assessment of the cost of maintaining competencies within the organization or buying in competencies through contracting out for specific services. Allocated in a region with a large forestry industry services related to arboriculture were found to be cost efficiently provided externally. Services related to other green space maintenance tasks were evaluated to be most cost efficiently provided externally. The case illustrates that competencies can be placed either within the organization or externally depending on the characteristics of the market.

6. Facilitate cooperation and communication

The standard framework do not emphasise the needs of communication and cooperation. However it is essential to devise mechanisms or instruments to overcome issues related to cognitive and communicative differences and unforeseen contingencies (Macneil, 1980). The formal elements of standard contracting does not include sufficiently effective mechanisms to handle these issues compared to the setup of a cooperative relationship, there is still a need to deal with consensus building and consolidation (Springdale & Mador, 2004). The attempt to use formalized means only to foresee all contingencies through a written contract without the presence of a good cooperative relationship may

result in a even poorer performance (Cannon et al., 2000; Poppo & Zenger, 2002). However, communication and cooperation consume time and resources and therefore bear a cost. Cooperation is commonly entered with expectation of the return of superior value, but these expectations are often unfulfilled and cooperation may turn out as un-productive (Madhok & Tallman, 1998). In a response to the positive connotation of cooperative arrangements it should also be noted that the set up of cooperation between organisations may run the risk of succumbing into inertia without creating value for the parties (e.g. Huxham & Vangen, 2004).

Examples

Mechanisms for adjustments were needed in all of the cases in the sample. This has a cost in setting up of the mechanisms, but omission hereof may result in mal-adaptation. In the cases with a standard approach adjustment were made through informal mechanisms and on an ad hoc basis. Extended contract designs included formalized mechanisms for adjustment.

In case 10, the client was responsible for high profile parks with requirements of high standards in green space maintenance in a turbulent and demanding service environment. This induced needs of continuously adjusting service provision and comprehending the what, when, where, and how in day to day situations. To address these needs, the client introduced a mechanism for formalizing and motivating greater adjustment of service provisions to local circumstances. The mechanism was based on positive feedback and rewards within three focal areas. The focused communication brought about an increased shared understanding of the different needs and conditions of service provision. Among the positive outcomes the contractor found the shared understanding to avoid execution of enforcement (affecting the economic outcome) and the client to avoid unacceptable 'drop outs' in day to day service provisions. The mechanism was introduced in several contracts and in some contracts the mechanism was perceived as superfluous and time consuming by the client and contractor. Thus, compared to the allocated resources the mechanism was evaluated to be of relatively low value. In these cases the managers had developed a well-working informal relationship (or 'psychological contract') rooted in a common history of interactions. Thus, the case illustrates the need of evaluating the appropriateness of formal cooperative mechanisms against the relational and interpersonal context of the contract (e.g. Ring & Van De Ven, 1994). Formalization may bring about positive outcomes, but these may effectively be achieved by more informal means. However, the dependency on informal mechanisms may do the contract vulnerable to changes in the relational setup (e.g. change in staff).

The effectiveness of the relational context is also illustrated in case 6. The

presence of a shared professional outlook between the client and contractor made the need of extensive communication and cooperation in the contract redundant and increased the utility of the service specification. The shared professional outlook was achieved by the client side with the employment of staff with former careers as contractors. Hereby the client gained knowledge on how contractors think and act in typical contracting situations. Thus, the client side where able to draft and manage a service specification that successfully served the needs of pricing, monitoring, and enforcement.

7. Promote specialized investments / continuance

Often the optimal pricing of the contract requires specialized investments on the behalf of the contractor. Especially, human assets were important in all cases in the sample. The contractors typically estimated 1 or 2 years before they 'knew' the contract sufficiently to optimize allocation of resources. Specialized investments loose productive value if they are employed elsewhere. Thus, a party who makes specialized investments is vulnerable to termination or alterations in the contract (e.g. reductions in contract sums). This leaves the party in a weak bargaining position once the investment has been made. If the parties expect to lose value they will avoid making specialized investments. This is the 'hold up' problem and it work both ways.

There are several ways the hold-up problem can be mitigated. Firstly, longer term contracts reduce the problem as the cost of specialized investment can be recouped within the contractual period. Secondly, the parties can seek to include more contingencies in the written contract, but it can be hard to forego all possible events that might influence the contract. Furthermore a more extensive contract will be more difficult to comprehend. Thirdly, if both parties make specialized investments equity in bargaining positions is maintained. Fourthly, a party with a good reputation may be reluctant to devalue his reputation by holding up a contract partner as this may ruin the chance of winning contracts elsewhere.

Examples

In case 2, the contracts were developed over a prolonged period of time. In a series of subsequent steps, an initial set of smaller short term contracts were turned into a handful of larger long term contracts. Long term contracts were preferred partly to minimize the cost of direct contracting and partly to motivate contractors to undertake specialized investments. The investment problem with short term contracts were rooted in the risk to lose returns from technically optimal investments if these had a longer timeframe than the contract. The long term contract strategy decreased competitive pressures and thus the client combined the long term contracts with comprehensive annual performance reviews to sustain a continuously focus on performance in the contracts.

Similarly, in case 12, two large standard contracts were abandoned and a new long term partnership contract was devised to engage the contractor in pursue of more strategic objectives related to the development of park services. Based on experiences with the standard contract the client had come to the conclusion that there were no incentives for the contractor to engage in development of services in the short run. To sustain this policy the client increased the focus on competency requirements.

8. Sustain intrinsic motivation

The primary motivation for a contractor to enter into a contract is an expected economic outcome greater than the second best reservation value of assets. The failure of a contract to return the expected economic outcome will impede the overall performance of the contract. In this perspective, a contractor can be understood as a set of decisions regarding the economic outcome of different activities. In contrast to the reliance on extrinsic incentives provided by monetary rewards and/or imposed regulations the interplay of extrinsic incentives and an agents intrinsic motivation based on the innate satisfaction for performing a task is vital for the efficacy of management. Extrinsic incentives may affect task performance either (excessively) negatively or positively through either 'crowding out' or 'crowding in' effects on intrinsic motivation (Frey & Jegen, 2001).

Moral commitment or professional values may spur a contractor to keep contractual promises despite insufficient monitoring and/or enforcement mechanisms in a contract. Thus, a party to a contract possessing a degree of intrinsic motivation can be regarded as relatively more trustworthy (e.g. Bohnet et al., 2001). In this perspective it makes sense to sustain intrinsic motivation.

Unilateral monitoring and enforcement mechanisms violating basic contract norms may impede performance and increase cost to monitoring and enforcement by crowding out intrinsic motivation.

Examples

In case 10, the client implemented a performance management scheme to support and focus the contractors' motivation and engagement in activities that the standard mechanisms could not deal with. The motivational drivers in the scheme were based on a combination of economic rewards and psychological acknowledgement for good performance. Besides a generally positive attitude toward the scheme, two different reactions emerged within the group of contractors. One group perceived the scheme as supportive for their engagement in a non-calculative way, while a second group perceived the scheme as an extension of the exchange relation. Within the second group this either returned a un-sensitiveness to performance targets perceived as under-priced in the scheme or new expectation of monetary rewards for services that wasn't directly

explicated in the contract (such as exchange of information or flexibility in day to day operations).

In case 7, the client achieved to engage and motivate their contractor by involving the contractor in local community activities, the formulation of a shared purpose and strategic targets. Indeed, the client expected the contractor to engage directly with the local community and undertake new activities. This especially included the formation of policy partnerships with other public authorities and community organisations. Hereby, the council and the contractor enabled a greater attention to the role of green space for the local community and attract more resources. This approach also changed the nature of the contractor's work from the provision of horticultural services into the provision of community services. From the viewpoint of motivation the contractor now had a self interest in preserving a good service not only in the eyes of the client but also in the eyes of the public. The engagement with the community increased the intrinsic motivation of the contractor.

9. Reduce costs of contracting

Before parties enter into a contract, ex ante costs of contracting arise due to activities of preparing and formation of the contract. After the parties have entered the contract ex post cost arise due to activities related to running, monitoring, and eventually enforcing the contract. As the main rule, these costs should be kept down as they do not directly contribute with productive value. On the other hand these activities may generate information required for effective coordination of activities and adaptation of the contract to unforeseen contingencies and environmental disturbances. Thus, there is a trade-off between costs of mal-adaptation of the contract and the cost of ex post activities for mitigating mal-adaptation.

Examples

In case 2, the client minimized pre-contractual costs by increasing the length and size of contracts. Thus, the ex ante cost of preparing and entering into a contract was distributed within a longer period of time. This also allowed the contractors to make optimal investments and bring down production costs. The decreased competitive pressures due to long term contracting were counterbalanced by internal mechanisms such as annual performance reviews and performance incentives. The information generated in performance reviews allowed for greater internal adjustment of service provisions within the contractual period.

In case 8, the client took the opposite approach to minimizing the cost of preparing and formation of contracts by a high frequency of contracting in small and short term engagements. The client reported that the total work load related to procurement (ex post costs) approximated two weeks work. In this case, contracting was internalized as a routine in the organization (Nelson &

Winter, 1985) and transaction costs were hereby reduced. This approach allowed a high degree of competitive pressures to drive efficiency. The trade-offs in this approach is that the imposed risk for the contractor of loosing value from specialized investment will refrain him from making optimal investments. The risk was in this case partly mitigated by a relatively high chance of the reward of a new contract (re-current contracting). Together, case 2 and 8 constitutes an example of the differences in dynamics that drive efficient contracting in particular contexts.

In case 11, the client bundled a range of different technical services into larger and more composite contracts. The bundling of services was inspired by international trends for including more technical services within the same contract (e.g. facility management). The purpose was to minimize the client's transaction costs to procurement and management of a greater number of smaller contracts. However, as only very few contractors in the market had the competency to manage such large contract competition was effectively halted and the agency only received very few tenders for the contracts. By comparing the tenders it was also revealed that if the contract could have been divided into smaller contract the prices for each technically separable service could have been lowered substantially.

10. Use transparent contracts

Contracting parties normally intend to act rationally to satisfy their interests, but are limited so due to cognitive and information constrains (i.e. bounded rationality). If the contract is incomprehensible it becomes difficult for the parties to rationally align their activities. However, too simple contracts may leave important questions unanswered and increase the level of risk and uncertainty in the contract.

In contract theory detailed contracts ('complete contracts') together with monitoring and enforcement mechanisms have been perceived as a way of reducing risks of opportunism and handle possible contingencies. However, evidence shows that 'completeness' by drafting detailed contracts cannot compensate for a good cooperative relationship in dynamic environments (Cannon et al., 2000; Fernandez, 2007). In good cooperative relationships completeness might function as a mechanism for explicating initial expectations in the promotion of further contractual cooperation and performance (Poppo & Zenger, 2002).

Examples

In case 10, the client implemented a performance management scheme to support and focus the contractors' motivation and engagement in activities that the ordinary contract mechanisms based on economic penalties for unsatisfactory behaviour could not deal with. The actual design of the scheme made it too complicated to manage sensible. The scheme was based on too many perfor-

mance targets and too small economic rewards were allocated for each target. Thus, the scheme could not direct the contractors' activities effectively and as a consequence it could not provide the client side with value for the money compared to more simple alternatives.

In case 11, the client used a comprehensive scheme for evaluating the price of the contract under alternative scenarios. The purpose was to reveal information about the potential cost of different alternative ways of managing service adjustments. However, the complexity of the price structure of the contract became a focal point for a subsequent dispute about what prices could be used to cover different activities. The reasoning behind the complex price structure was rational, but the incomprehensibleness of the price structure combined with the fundamental divergence in economic interests caused a conflict to the parties. In turn, the conflict had to be resolved through dispute mechanisms which added extra costs to the running of the contract.

Final remarks

We proposed a holistic framework as a new approach to the study and implementation of contracts. The holistic framework we propose diverges from other similar approaches to analysing public services contracts such as Brown et al. (2006). Especially, the framework identifies trade-offs and dynamics between the various aspects of relevance and exemplify these within the context of a specific public service. In that way, we propose a methodology that generates 'richness' (see Weick, 2007) in the understanding of public service contracting. Hereby theory and practice emerge as a seamless extrapolation of what works and that can transform a single lens approach that is reliant on economic value to a paradigm that deals with the complexity of their empirical manifestations in a specific context.

One might ask how challenging it is to write a contract for getting grass cut, trees pruned, or litter bins emptied in an urban green space, as if that were the only challenge to be overcome. This article reveals that the job of designing contracts for green space maintenance is not that straight forward and imbued with a good deal of content about objectives, mechanisms, and trade-offs.

The variations in contract design within the sample can to a large extent be understood by the particular context, organizational culture, policy context and contracting history. Thus, in some contracts it would be relatively more rewarding to work with certain objectives than others. For example, it doesn't make sense to include extended mechanisms (e.g. strategic objectives) if basic conditions for exchange (e.g. competency requirements) are not present.

The analysis of the sample also revealed that contracting practices to a large extent differ in the way they make use of formal mechanisms and contextual knowledge, and often involve coping mechanisms that translates the formal

design into a workable framework in the face of the realities of the relational setup. The green space manager's approach to contract management and utilization of informal mechanisms can change the purpose and function of formal mechanisms embedded in the contract design, and in this way they alter the purpose from a means-ends contracting design to that of a practice that copes with day to day challenges using whatever ingenuity that they can bring to bear on the situation they face.

A future step for research would be to group and categorize different 'contracting systems' by fully integrating analysis of formal strategies and instituted practices. . One approach that might prove to be useful is that of 'practice turn' see (Hendry, 2000; Whittington, 1996, 2003) that seeks to show how theory and practice work at the point of implementation and the myriad of processes that are involved to achieve a strategic purpose.

This paper focused on the contract as a set of mechanisms for exchange of green space maintenance services in a dyadic relationship between a client and contractor. The scope can be extended by including further stakeholders e.g. politicians, green space users, or ground staff versus top management in the analysis. This would require considerations of the design implications when multiple parties are integrated into contract management and more sophisticated approaches to the design and subsequent management of the contract. The challenge to both the manager and the public service politician are not to be underestimated; but the potential outcomes and value that would accrue can be described in terms of achieving a triumph of content over presentation that will distinguish the 'menu from the dish'.

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Partnerskaber i parkforvaltningen: Grøn drift på kontrakt

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