

The quest for performance in contractualized public controls of Public-Private Partnerships in the Senegalese context

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Summary: In the African context, despite the criticism leveled at Public-Private Partnerships (PPP), they continue to be attractive. The question that arises, therefore, is to know to what extent the application of PPPs has been accompanied by an evolution in public control methods. Based on an interpretivist epistemological approach and interviews with PPP stakeholders in urban and peri-urban hydraulics in Senegal, study shows contractualized controls, adapted to the performance objectives assigned to these new modes of management of public services. The receptiveness of performance-oriented control tools by stakeholders was noted, despite some reluctance. However, traditional controls remain, but with a new purpose, that of supporting those based on outputs.

Keywords: public private partnership, new public management, public control, performance.

Résumé : Dans le contexte africain, malgré les critiques portés sur les Partenariats Public-Privé (PPP), ceux-ci continuent de susciter un attrait. La question qui se pose, dès lors, est de celle de savoir dans quelle mesure l'application des PPP s'est accompagnée d'une évolution des modes contrôles publics ? Au terme de l'analyse du cas de l'hydraulique urbaine et périurbaine au Sénégal, il est apparu des contrôles contractualisés adaptés aux objectifs de performance assignés à ces nouveaux modes de gestion des services publics. Une réceptivité des outils de contrôle orienté performance par les acteurs a été notée, malgré quelques réticences. Pour autant, les contrôles classiques demeurent, mais avec une nouvelle finalité, celle d'appuyer ceux basés sur les extrants.

Mots-clés : partenariats public-privé, nouveau management public, contrôle public, performance.

Classification JEL : M000.

1. Introduction

The alliance between the public and private sector, within the framework of Public-Private Partnerships (PPP), has become a new way of managing public services. It comes from the transformation of the Weberian Public Administration (APW) into an administration more open to techniques borrowed from the private sector (McLean, 1987), which is in line with the recommendations of the theory of New Public Management (NPM) (Hood, 1991; March 1992; Osborne & Gaebler, 1993). NPM encourages government reengineering, privatization, contractualization, among others. However, today, questions are being raised about its overcoming (Matyjasik & Guenoun, 2019). In Africa, questions hardly relate to going beyond NPM but are interested in the receptivity and reluctance of Public Management (PM) (Mazouz et al. 2022). In such a context, the values and tools conveyed in NPM are still in orbit. In Senegal, they are manifested, among other things, by the alliance between the Public and the Private through PPPs (Diouf, 2023). This attraction of PPPs can bring novelty, therefore new challenges that are not well mastered due to

an administration which becomes more and more hybrid (Christensen & Lægreid, 2011). In all cases, it justifies the need to establish new methods of public control adapted to the partnership reality.

It therefore becomes interesting to ask the following question: How has the State sought, through performance contracts, to subject its private partners to public control?

In this work, the objective is to analyze the orientation of control in PPPs and their receptivity by stakeholders in the context of African public administrations, particularly Senegalese, unfamiliar with these new forms of partnership between State and private sector.

In terms of assumptions, it should be emphasized that through performance indicators, public authorities subject their private partners to controls that are more suited to PPPs. Performance contracts are often signed and indicators set; public oversight of their effectiveness remains a challenge for public authorities.

As part of this study, the first point returns to the analytical framework, and focuses on the concept of PPP, the notion of public service, performance, the theoretical background of the research, NPM, to controls in administrations and their necessary adaptation to the spirit of PPPs. The second part presents the proposed methodology; this is oriented towards the case study given the embryonic nature of research on PPPs in Senegal. The third part presents the main results which show the controls on PPPs, although diverse, are contractualized and remain performance oriented. The fourth part returns to the orientation of public control towards the techniques inspired by NPM and their receptivity by the actors. Finally, the conclusion emphasizes the contributions of the study, as well as its limitations.

2. Literature review

The control of PPPs is assessed through NPM which has seen the emergence of these new methods of managing public services.

2.1. Sense of control in Public-Private Partnerships

PPPs, in the broad sense, relate to any form of collaboration between “public institutions” and “private institutions” and correspond to the broadest apprehensions between public and private partners. They are often the work of state and international institutions (Marty et al., 2006; Marty, 2013). They go beyond the Anglo-Saxon Private Finance Initiative (PFI) (Cossalter & Du Marais, 2001). Lignières (2005) specifies that the main characteristic of partnership contracts is to rely on three blocks of services. First of all, it is the financing of intangible investments, works or equipment necessary for public service. It is then the construction or transformation of structures or equipment. Finally, it is the upkeep, maintenance, operation or management, where applicable, of other services contributing to the exercise by the public entity of the public service mission for which it is responsible. This French definition refers to a strict understanding of PPPs.

However, in their broad dimension, PPPs as proposed by international institutions such as the World Bank (WB), refer, in addition to partnership contracts, to public service delegations such as concessions or leasing (Marty, Trosa & Voisin, 2006). It is in this sense that we must understand the definition proposed by the Senegalese legislator, who considers that:

“The public-private partnership contract: is a contract concluded for consideration for a fixed period between a contracting authority and an economic operator, which is, depending on its object, the terms of remuneration of the holder and the risks transferred, qualified as a contract public-private partnership with public payment or public-private partnership contract with user payment” (Law 2021-23 of March 2, 2021 relating to public-private partnership contracts in Senegal, p.3-4; [note 1])

Such a definition positions private actors in the heart of public services; the public service being defined as an activity “provided or assumed by a public person with a view to a public interest” (Chapus, 2001, p. 579).

With PPPs, the State is opening up to the private sector; consequently, it seems appropriate to put in place controls adapted to this new partnership ecosystem. The analysis of control in the context of PPPs amounts to highlighting methods of control which make it possible to understand the developments linked to the opening of activities of general interest to the private sector (Fulbright, 2020). Thus, we will take up the definition of Etzioni (1965) on control as recalled by Gortner, Mahler & Nicholson (1993, p.245) according to which it is “the means used to obtain the performance that we propose to achieve and to verify whether the quantitative and qualitative aspects of this performance agree with the specific characteristics of the organization.

This definition is more oriented towards openness to the techniques recommended by NPM, particularly performance. According to Maltais (2012, p.1), performance consists of being interested in “the ultimate results produced by the organization (its profit, its market shares, etc.) and the means it uses to produce these results (its modes of production, its formal structure, its management practices of human, material, informational resources, etc.) »

This definition cannot, however, obscure the classic controls of public administration which are put into perspective in the context of the control of public services managed under PPP.

2.2. The public service control framework in PPPs

PPPs, from a theoretical point of view, are linked to NPM. NPM, in applying principles and techniques from the private sector, is inspired by the theory of Public Choice (Mercier, 2002). This, having carried out an analysis of the public sector, revealed several dysfunctions which are not found in the private sector (McLean, 1987). Therefore, is it necessary to apply to public organizations methods and tools borrowed from the private sector in terms of government engineering, privatization, contractualization, decentralization, remuneration for performance, anticipation, competition, management by results and customer orientation, according to Osborne & Gaebler (1992). From this favorable context, PPPs developed even if in other parts of the world, notably Europe, the Neo-Weberian State is put into perspective with Drechsler & Kattel (2009). Or that it is necessary, in the African context, to start from the National Public Governance Systems (SNGB) (Hudon & Mazouz, 2014) to continue the reflection undertaken to better understand the level of receptivity or reluctance of the actors involved in appropriation MP values and tools (Mazouz et al., 2022). In this regard, Mazouz et al. believe that four Public Governance Tensions (TGP) will have to be overcome. They are linked to institutional reluctance, to organizational structures, to formal administrative frameworks and finally, that linked to managerial instrumentation. These TGPs may well affect the types of control in PPPs.

The control of PPPs by public managers raises the difficult question of the control of a public administration which has largely metamorphosed and moved away from the Weberian model (Mercier, 2002). In all cases, satisfying the objectives of controls in PPPs requires modalities linked to control systems based on quantitative measurements of outputs, quantitative and qualitative reports on activities and behaviors, active participation of workers to monitor projects and identify the worker with the organization, their mission or their profession (Gortner, Mahler & Nicholson, 1993). To this typology, we can add external controls in the public context. However, in the context of PPPs, the meaning of performance must be questioned. In the public sphere, in any case, we will remember with Mazouz (2008) if performance is not easily defined, it is quickly recognized. Mazouz (P.41) adds that “performance is not a reading of measurements, but a process which links individual capacities and organizational potential in time and space with a view to institutional results.” In this context, management control can be an important tool, as highlighted by Kadouamai & Barbo (2024) and focus on performance; participation, activities, behaviour and, according to Diouf (2013). Ultimately, it should be noted that among the control systems found in the management of public organizations those focused on outputs are more in line with the developments noted in the context of PPPs.

3. Research methodology

To understand public control of PPPs, we subscribed to a qualitative approach. This is linked to our epistemological posture, as well as the concrete methods of collecting, processing and interpreting data.

The epistemological stance is interpretivist; qualitative methods are used. Thietart et al. (2019) recall that in interpretivism, social reality is above all constructed through the play of intentions and interactions of actors who construct the meaning of this reality through the confrontation and sharing of their representations. The choice of interpretivism is linked to the context of the research. Indeed, this concerns the framework of public control which puts into orbit actors whose discourse must be analyzed in order to construct social reality.

The research, being qualitative and exploratory, data relating to the research question could be considered; they relate to elements of public control of PPPs which have not been the subject of study until now in Senegal.

Regarding the research criteria, they mainly relate to the direction of public control. And the question is whether controls have shifted towards models more suited to PPPs, particularly those based on outputs? The answer is found in the case chosen for study.

The case study seems appropriate due to the embryonic nature of research on PPPs in Senegal (Faye & Lishou, 2011; Diouf, 2019, 2023). Yin (2003) teaches us that it is a method that allows us to understand a new phenomenon. Specifically, the use of case studies also seems relevant due to the constructed nature of the partnerships (Giauque, 2005, Vaillancourt, 2008).

The study therefore focused on urban and peri-urban hydraulics through the State/SONES/SDE partnership in Senegal in 1995 to 2019 (Diouf, 2019) because of difficulties linked to water deficit in the Senegalese capital, Dakar.

It is in this context that the reform in the urban water sector was initiated with the adoption of Law No. 95-10 (J.O.R.S. 5638, 1995); this entrusted a national company, the Société Nationale des Eaux du Senegal (SONES), with the mission of construction and control of the hydraulic heritage, and to a private company, in this case the Senegalese des Eaux (SDE), subsidiary of the French group ERANOVE, responsible for water exploitation in urban and peri-urban areas.

It therefore becomes necessary, through suitable data collection instruments, to find information relating to public control within the framework of the partnership in urban and peri-urban water supply. Especially since the partnership which began in 1995 lasted twenty-four (24) years and ended in 2019, with the arrival of a new partner SENEAU, a subsidiary of the French Group SUEZ (Diouf, 2019). Therefore, it provides sufficient information and analysis on public control of PPPs.

The collection instruments are mainly the review of writings, their analysis and the interview. These made it possible to grasp contractual relationships to better understand the scope and methods of control.

Thirty-five (35) interviews were organized. The interviewees were the authorities at the heart of the reforms, PPP administrators and engineers involved in their implementation. They were mainly people involved in partnerships, in the urban water sector, especially those involved in public oversight and at management level. Gagnon (2005) points out in this regard that, in a case study, the quality of information depends to a large extent on the informants who provided it. This is why the respondents are among those who are familiar with these issues. The majority of them come from the former SONEES, whose staff were transferred to the two companies created to manage and control water operations in Senegal during the reform of the water sector. These companies are SONES and SDE.

Respondents from government departments and SONES involved in the partnership were also targeted, specifically those from:

- State Urban Water Department.
- SONES Asset Management and Operations Control Department.

The choice of informants in these two entities is based on the fact that they are bodies authorised to control water operations on behalf of the State and SONES.

The respondents from SDE mainly come from:

- SDE Operations Department.
- SDE General Management.
- SDE Customer Services Department.

In processing the data obtained, content analysis facilitated the determination of units of meaning and prepared sorting coding.

The direct content analysis focused mainly on documents relating to the reform of the water sector. The analysis of indirect content made it possible to understand the interviews to remove the non-perceptible, the latent which would be hidden behind the manifest or the literal (Aktouf, 1987). Coming to triage-coding, it accompanied the entire data collection process, and the study was based on an inductive approach; the data was collected and studied to see how it functions or fits into the contractual context (Contrat affermage, 1996). And this revolved, with regard to the elements of control of the performance of the partnership, around water quality, technical aspects, the quality of service and financial aspects.

To achieve this, reference is made to Diouf (2013), who revisited the dimensions of control in Table 1 below, which highlights the dimensions and indicators of public control.

Table 1: Public controls indicators

Contractual controls	Ajustements	- Performance ;
	Accountability	- Participation ;
		- Activities ;
		- Behaviours ;
		- Intrinsic.

Based on the conceptual model identified on control in PPPs and relying mainly on Gortner, Mahler & Nicholson (1993), the interpretation of the data focused on the privileged controls, on the one hand, and, on the other on the other hand, on the level of receptivity or reluctance of such control tools by the actors involved in PPPs based on the TGP as recalled by Mazouz et al (2022).

4. Research results and discussions

Results show the contractualization of public control by measuring urban and peri-urban water management indicators in Senegal. Discussions allow us to note an orientation of public control towards techniques inspired by NPM

4.1. The contractualization of public control by measuring urban and peri-urban water management indicators in Senegal

Contracts organizing partnerships mainly sought to measure indicators on the quality of the water and the service, as well as the technical and financial aspects of the partnership.

4.1.1. Water quality controls

Water quality monitoring is a requirement of Article 18 of the performance contract which states that the operating company must check the quality of the water distributed as often as necessary and comply, in this regard, with the recommendations of the World Health Organization (WHO). The physico-chemical and bacteriological quality of at least 96% of the samples taken must comply with WHO recommendations, with the exception of the cases provided for in article 15.1 of the leasing

contract (SONES/SDE performance contract, 1996). These exceptions concern the responsibility of the farmer which cannot be extended to:

- Specific boreholes whose raw water quality does not meet WHO standards.
- Characteristics of structures and networks which do not allow water standards to be met until their renewal (SONES/SDE performance contract, 1996).

Apart from these exceptions, the quality of water in the leased area is subject to strict public control. Also, respondent no. 28 underlines: *"It is in fact a matter of carrying out bacteriological control of the water distributed by the farmer. The farmer manages from the SDE control laboratory and carries out checks from 73 fixed points every week. These are the residual chlorine test, the search for germs, the fecal contamination test; we also check the chemical quality... the controls covered production, distribution and quality. In general, there is a 90% bacteriological compliance rate" and "on water quality, the WHO standards were 95% physico-chemical (Fluorine, Iron, color), bacteriological quality (rate to be achieved). When starting service, the objective was 98.5%; today we are at 99.7%."*

In reality, if access to water has been a priority, maintaining its good quality has been a necessity (ATT, 2003). It was the responsibility of the SDE to provide quality water that complied with WHO standards. Even if at the end of article 36 of the leasing contract, the SDE follows the WHO recommendations in terms of bacteriological and physico-chemical potability, the reality was quite different in certain cases, contrary to the declarations of certain respondents. Also, ATT notes: *"It is quite common, it has even become a periodic complaint, to see customers complaining about water quality. In all cases, the table on the evolution of the indicators shows a bacteriological compliance rate which increased from 1996 (start of partnership) from 92% to 97% in 2017 (end of partnership), poor quality or bad odor (reddish colored water due to excess iron) of tap water."* (ATT, 2003, p.19).

And, it was not easy to carry out the planned control on the quality of the water since. The words of respondent 28 attest to this. The latter notes: *"Before, SONES established a control program with the SDE laboratory. And we carried out analyzes based on a program established every six months. Confrontation issues arose. And we used private providers (Institut Pasteur Dakar, St Louis BIO NDAR, Caritas). For Ziguinchor and Tamba, we base ourselves on the results of the SDE" "in the event of points of non-compliance, we contact the SDE managers."*

In the end, table on evolution of indicators shows a bacteriological compliance rate which increased from 1996 (start of partnership) from 92% to 97% in 2017 (end of partnership) (SDE, 2018). The issue of water quality appears to be controversial. The levels recorded seem conclusive. However, complaints from users are frequent.

4.1.2. Technical controls

On technical aspects, controls on station performance, distribution and network performance can be noted.

The station output is set by article 16 of the performance contract which stipulates that the operating company must ensure an annual ratio between the "output" volume and the "input" volume of the treatment stations at least equal to 0, 95 except in exceptional circumstances. For respondent n°4: *"The volume invoiced, the work monitored, the renewal of the network, the electromechanical problems, the maintenance of the network, the performance of the network, the quality of the water, the treatment of customers are all aspects which are controlled by SONES. Completeness, regularity and performance are monitored. The same applies to station efficiency which must be between 95 and 100%."*

Through this production obligation, not only does the public partner aim to establish a system that fights against water loss, but also aims to increase water production. Moreover, the obligation of the private partner to obtain high station yields is not unrelated to the constant increase in production by the SDE as evidenced by the yield rate of the production plants 95.51% at the end of the contract (SDE, 2018); production increased from 65.15 million m³ in 1996 to 150.09 m³ in 2017.

Concerning the control of distribution, it proceeds from article 15 of the performance contract which stipulates: *"The operating company undertakes to optimally use the production capacity of the infrastructure in order to provide all the water necessary for public and private needs in the centers where the water distribution service is entrusted to it"* (SONES/SDE performance contract, 1996, p. 10).

This contractual obligation is a priority since other obligations such as the quality of service or water will depend on it. Distribution is in fact essential since it allows station efficiency and network efficiency to be assessed differently. If with station output, an increase in production is targeted, with network output the public partner wants to ensure that production reaches users. This is the reason why respondent no. 9 specifies: *"As part of the leasing contract with SONES, SDE ensures production, operation and marketing. SONES makes investments (new works) both for electromechanical works such as pumps and valves and civil engineering (drilling). When there is a breakdown, we will notice. We schedule every three months; we carry out an equipment check. Production and distribution are monitored. On production, we carry out the control of electromechanical equipment and civil engineering.*

For distribution, the network, new connections, compliance with dimensions, quantities of water produced and quantities distributed are checked.

If the quantities of water produced, for example, drop, there are several reasons: level of water tables, clogging of the pump due to limescale. They remove the pump if it is clogged. They also come to see the level of the water table.

Within three months, we must tour all the facilities.

When there is a breakage, the SDE informs the SONES which sends a distribution check."

Controlling network performance, in fact, is part of controlling water losses. Indeed, article 17 of the performance contract stipulates: *"The operating company will implement a program to reduce physical water losses. It will endeavor to reduce water losses to 15% following the defined schedule..."* (SONES/SDE performance contract, 1996, p. 10).

Network performance is among the indicators that must be achieved by the private partner. Respondent n° 29 specifies: *"Network performance (service water, normal losses and leaks) is monitored. This network efficiency must be 85%. There is an obligation to perform; in 1996, we were at 69%; for companies operating in the city of Paris, it is 70%; today, we are at 80%. On these aspects, we must see if the contractual provisions are respected."*

The table on the evolution of the indicators shows a network efficiency which increased from 68.2% in 1996 to 80.46% in 2017 (SDE, 2018), below the contractual rate of 85%.

Some difficulties arise with network performance. Failure to achieve the 85% network efficiency rate is subject to sanctions against the SDE. Indeed, in the calculation of the royalty to be paid to SONES, account is taken, according to article 5 of appendix 3 of the leasing contract on financial stipulations and water losses, of the impairment or non-achievement of objectives relating to network performance (Appendix 3 leasing contract, 1996).

This is the reason why in article 5 of annex 3 on financial stipulations and water losses, it is indicated that the remuneration of SONES by the operating company is linked to production and losses of water which influence the calculation of the fee to be paid by the Private Company.

With regard to technical inspections, it appears that only the network indicator inspection poses difficulties. The private partner does not seem to be able to meet the 85% rate.

4.1.3. Service quality control

According to article 19 of the performance contract, the operating company ensures continuous and regular operation of the service. As such, it undertakes, in particular, in the event of a rupture in a pipe or a leak in a distribution pipe or in a connection, to intervene within a controlled deadline.

Based on Article 19 and the indicators given in Appendix A of the evaluation grid for the use of the performance contract, it is easy to understand that respondent no. 15 notes: *"On improving the*

quality of service to the customer, by providing connections, deadlines, and the quantity of water, the leasing contract pushes us to go further. The private sector is tight with quantified criteria with the performance contract.”

It is notable to note that the rate of access to the service increased from 80% in 1996 to 98% in 2017 and the rate of access to private connection from 58% to 89.4% (SDE, 2018). However, respondent no. 1 says: “How much does SDE sell water? What is the quality of customer treatment? We ask customers to send complaints and SONES takes action.” Respondent no. 10 adds: “The quality of water, quality of service, state of infrastructure, supply, operation, regularity, sincerity, performance and continuity of service are ensured.”

Despite commitments to improving the quality of service, that offered by the SDE is not what customers expected at the start of “privatization” (ATT, 2003). Indeed, indicators such as waiting time for repairing leaks, for connections, for payment of bills clearly show that the quality of service remains to be perfected. According to surveys of some customers, the SDE approach, whether in terms of complaints or simple service, is not satisfactory. Therefore, the contractual obligation constituted by achieving quality of service is a concern of public authorities; However, it is not certain that it has been completely achieved.

4.1.4. Financial controls

On the financial aspects, the calculation of the fee and the control of recovery were noted. The payment of the royalty is provided for by article 30 of the performance contract (Annex 3 to the leasing contract, 1996). On this point, respondent n° 24:

“At the end of each year, this fee is calculated. This is based on each month’s collections. The administrative and financial control department of SONES is interested in verifying the calculation of fee. This control work was all the more important as from 2003 the financial balance of the sector was achieved; before, ONAS and SONES were subject to a deficit.”

This is perhaps partly because, as confirmed by respondent n° 24, the sector has been in balance since 2003 and the SDE has seen its turnover constantly increase; thus, evidenced by the evolution of sales which went from 65.15 million m³ in 1996 to 150.09 m³ in 2017 (SDE, 2018) at the end of the partnership contract.

Calculating the monthly fee to be paid to the public partner, however, requires access to the relevant data. Which is sometimes difficult for various reasons. According to respondent n° 16:

“On the financial aspects, we take care of the audit of the SDE accounts, the analytical accounting of the SDE. The fee is influenced by the operating cost. This production cost is generally calculated by the SDE. We want to know the cost borne by the SDE on an analytical level. This will involve breaking down the operator cost. The audit is planned but it is blocked. The Ernst and Young firm was chosen to find out what is in production costs. Does this reflect real services which deserve these amounts to be invoiced? »

On this point, the question arises of the transparency and reliability of the data transmitted by the SDE.

Regarding recovery, article 29 of the performance contract emphasizes that the operating company undertakes to recover at least 95% of the amounts invoiced for the supply of drinking water during the first year of the contract, 96% during the second year of the contract and 97% for the third year. The company further undertakes to limit invoicing based on an estimate of consumption to 2% of all invoices per year (SONES/SDE performance contract, 1996).

The invoice compliance rate increased from 91% in 1996 to 98.46% in 2017 (SDE, 2018) at the end of the partnership contract.

In addition, article 31 of the same performance contract stipulates that the operating company will transmit monthly and within 30 days from the end of the month concerned all data on consumption, invoicing and collection of the different brackets and types of water tariffs (domestic, administration, industrial, market gardening) (SONES/SDE performance contract, 1996). Respondent number 30 specifies:

“Before, there were sector reports, financial statements, statistical statements, invoices, metered volume statements. Now, we no longer have statistical reports, volume counter reports, we receive unbalanced balances. We try to find the gaps and if there are difficulties, we put them in the report”; “In terms of collections, we take the sector reports which we compare. If there are any discrepancies, we ask for the list.”

Consequently, it must be recognized that the transmission of billing and collection data is a source of disagreement between SONES and SDE.

An important aspect of the reform centered on the financial situation of the former water company. The indicators monitoring the new entity's operations seem to show that the various financial elements are being monitored normally, despite collection difficulties.

Ultimately, the various checks focused on technical, water quality, service and financial indicators as stipulated in the performance contracts. The checks demonstrated the presence of the State, which, beyond traditional checks, is able to monitor performance indicators. This was not the case with the former company in charge of urban and peri-urban water supply.

4.2 An orientation of public control towards techniques inspired by NPM

The analysis revealed the importance of the contractualization of public control and its performance orientation. The study highlighted different controls: controls based on quantitative and qualitative reports on activities and behaviors, control through participation, intrinsic control, which based on outputs and those external.

In the controls based on quantitative and qualitative reports, the contractual obligation to transmit documents is noted; there is no doubt that the quantitative and qualitative reports allowed the State, via SONES, to have control over the SDE, despite the resistance noted.

Control through participation in the design of work standards and the conditions of their execution within the framework of PPPs made it possible to see whether, within the framework of the State/SONES/SDE partnership, the control actors participated in the contractual plan, to work standards and control. Firstly, the establishment of alliance and cooperation techniques between partners, through the various contracts signed, presupposes the participation of the different actors who have agreed on clauses, indicators and obligations to be respected. Second, the involvement of all stakeholders in the partnership creates another form of control through participation (El-Gohary et al., 2006). At the contractual level, all parties concerned participate in the development of work and control standards.

Intrinsic controls, despite differences in character, objectives and values (Vaillancourt, 2008), appeared in the State/SONES/SDE partnership; two elements, at least, reinforce an identical view of the two partners, one on the contractual level, the other on the operational level. On a contractual level, the establishment of social programs, social connections, as well as the establishment of social pricing accepted by the various partners constitutes a convergence of views, a basis for action and control of the actors. At the operational level, agents from the former SONEES, for reasons linked to common socialization, agree on the need to take into account the social dimension of water exploitation. Giauque notes (2005, p. 17): “For collective action (as part of a partnership) to be carried out efficiently and effectively, stakeholders must adhere to the missions and objectives of the group. Initial adherence to missions and objectives conditions the processes of creating common operating rules considered legitimate. On these bases, the actors can enter into relationships of mutual trust.” Finally, the different types of controls described are found in the contractual framework of the partnership in urban and peri-urban hydraulics. However, the phenomenon of contractualization is much more accentuated and asserted with control based on outputs. Traditional controls are part of a logic of strengthening or supporting controls based on outputs. Obviously, it appeared that the State/SONES/SDE PPP controls are performance-oriented. This is reflected in the performance contracts signed, but also in the answers given by the various respondents. These controls based on the achievement of performance indicators raise the need in the context of PPPs to use control models based on outputs (Gortner, Mahler & Nicholson, 1993). They also recall the orientations identified

by Osborne and Gaebler within the framework of NPM which was based, among other things, on contractualization and especially management by results (1993). In this context, operators are subject to performance indicators. They know that when it is the resources put into public projects that are favored, there is little reason to strive for performance.

From another angle, it is possible to note with Mazouz et al. (2022) a receptivity of PPP actors when it was necessary to produce control standards capable of capturing the performance of the association between the private and public through accepted indicators. However, reluctance is noted in the transmission of data leading to reports. Worse, on the values conveyed by the actors of the partnership, tensions are notable since they are not necessarily in the same system of governance values. Public actors can be classified in SNGP (Hudon and Mazouz, 2014); which is not the case for private ones which are always motivated by financial profitability. This is perhaps what explains certain constraints which slow down public control. And yet, PPPs, as hybrid organizational structures, are expected to provide speed, rapidity, and even performance.

Regarding instrumentation, the achievement of performance indicators seems to satisfy the stakeholders. However, it does not necessarily mean that the desired impact has been achieved.

5. Conclusions

Based on an interpretivist epistemological approach and interviews with PPP stakeholders in urban and peri-urban hydraulics in Senegal, the present study shows, on a theoretical level, that beyond the diversity of types of controls, those based on outputs have shown themselves to be more in line with PPPs, because they are more performance-oriented. State classical controls have served more to support output-based controls since in the contractual scheme, the quest for performance is a major paradigm. This materialized through contracts which indicated the performance elements to be followed by the public partner and to be achieved by the private partner, which is normal from the moment the administration decides to open up to the market (Bartoli, 2005). Otherwise, the State, through contracts, has managed to subject its private partners to performance-oriented public control. It must be added, in a governance perspective with Mazouz et al. (2022), a receptivity of PPP actors in the production of control standards, but which is in contradiction with the reluctance in the transmission of reporting data. In addition, between actors of different governance systems, linked values have been a source of tension. SNGPs (Hudon and Mazouz, 2014) compete with private governance systems. Regarding instrumentation, without guaranteeing the desired impact, it seems to produce performance indicators sought by stakeholders.

At the managerial level, a contractualization of public control in PPPs emerged. This one is performance oriented. It is a control focused on outputs (Gortner, Mahler and Nicholson, 1993) and which can be found in the NPM orientations noted by Osborne and Gaebler (1992). This control calls for:

- a consolidation of traditional ones since they support those based on outputs.
- more receptiveness on the part of actors, particularly private ones, with regard to the production and transmission of report data.
- the use of measurement tools, certainly performance indicators, but also the impact of PPP projects.
- a unified governance system capable of facilitating performance-oriented control.

The limitations of the study lie in the absence of analysis of the means employed within the partnership framework to achieve performance; in fact, the reflection was mainly focused on performance indicators whereas this, according to Maltais (2012), can only be assessed through a concomitant analysis of the means and the results to be achieved. Perhaps in the Senegalese context, the actors are still in a logic of learning values and appropriation of NPM tools, where in other frameworks, these have gone beyond the logic of learning tools and appropriation of values linked to Post-NPM (Kinder, 2012).

Notes

Note 1: <http://www.droit-afrique.com/uploads/Senegal-Loi-2021-23-partenariat-public-privel.pdf> 12/05/2021.

Note 2: Laws, Regulations and Contracts

- « Loi N°2021-23 du 02 mars 2021 relative aux contrats de PARTENARIAT PUBLIC-PRIVE », <http://www.droit-afrique.com/uploads/Senegal-Loi-2021-23-partenariat-public-privel.pdf/07/06/2021> à 07 h 31mn.
- “Loi n° 95-10 du 7 avril 1995 organisant le service public de l’hydraulique urbaine et autorisant la création de la Société Nationale des Eaux du Sénégal, JORS n°5638”.
- “Contrat d’Affermage du Service Public de la production et de la distribution d’eau potable entre le l’État du Sénégal, la SONES et la SDE, avril 1996”.

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