The Barriers to a Community Contracts Approach in Post-Disaster Reconstruction: the Case of Port-au-Prince (Haiti)

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Abstract

The need to involve communities is often seen as an imperative for sustainable if not 'sensible' post-disaster reconstruction. One contractual approach is the use of 'community contracts'. Such type of arrangement aims at facilitating an integrated process whereby communities identify and prioritise their 'problems', set out agreements and then action plans to be realised through the guidance and technical assistance of implementing agencies (e.g. NGOs, UN agencies, government authorities). The obvious advantage of the community contract approach is that the expected community empowerment can ensure both social and economic accountability. The community and beneficiaries are supposed to be at the centre of the decision-making process, a characteristic that fosters a deeper sense of ownership and consequent long-term maintenance and sustainability. Nonetheless, in practice such an approach seemingly meets different obstacles within the implementing teams. What are these barriers, and why do they exist? This paper reviews the origin and theoretical background of the community contracts approach and researches the barriers that prevent its effective implementation. Based on a pattern and cluster analysis of structured interviews with the members of a significant implementation team working in Port-au-Prince (Haiti) in 2012, the paper examines what appears to be a gap between an 'attractive' theoretical approach and the difficulties of implementing it. Possible barriers are thus identified through the interviews and are subsequently summarised and discussed within the framework of the 'value adding' process, namely in terms of timely decision making, process integration, knowledge integration, and value generation aspects.

Keywords: Community Contracts, Post-Disaster Reconstruction, Haiti, Earthquake, Pattern and Clustering Analysis, Value.

Introduction

Adopting principles that are common to various integrated procurement systems, such as Design+Build, a special contractual arrangement, the 'Community Contracts', was first initiated by UN-HABITAT in 1986 for community development programmes in Sri Lanka. It was then upgraded and expanded to include other small-scale construction projects, in both post-disaster and normal times, in developing countries in Southeast Asia and Africa. According to UN-Habitat (UN-HABITAT, 2008) ''a Community Contract (CC) is a contract awarded to a community organisation by a government agency, NGO (non-governmental organization) or project to carry out physical works that have been identified in the

Community Action Plan''. An overview of CCs awarded by UN-Habitat to projects in Asia is provided in table 1.

Table 1: Overview of Community Contracts in Asia (UN-HABITAT, 2008)

Country	Period	Contracts	Value in USD (million)
Afghanistan	2002-06	3,245	93.72
Bangladesh	2002-06	1,066	9.67
Indonesia	2005-06	362	14.39
Maldives	2005-06	97	12.26
Sri Lanka	2005-06	677	6.98
	1986-99	400	n/a

As one can imagine, introducing new contractual arrangements into an existing commercial market can be difficult. The first obstacle was to solve the legitimate status of the affected community for it to be engaged into a contract. This was done by registering the Community Development Councils (CDC) with local authorities, and by adjusting local government by-laws to allow for sole-source bidding in case of CCs (Pathirana and Yap Kioe, 1992; Sohail and Baldwin, 2004). Evident advantages of this arrangement are that it facilitates an integrated process where communities identify and prioritise their needs and agree on the plans to be realised through the guidance and technical assistance of the implementing agencies.

Under the conventional procurement systems with commercial contractors in post-disaster reconstruction, the affected community and beneficiaries would only benefit from the 'output' of the contract and not from the construction 'process'. Critics of the lack of community consultation and engagement in post-disaster reconstruction (Davidson, Johnson et al. 2007; Steinfort and Walker 2008) argue that the suffering communities are often railroaded by NGOs or government agencies using stock standard approaches without considering the communities and the stakeholders they serve through these projects. Awarding the contract to the community would facilitate the community-driven post-disaster reconstruction and allow the community to be involved in every significant decision made for their own recovery. It is a tool for community empowerment and a process that ensures both social and economic accountability.

Different from the conventional practices of employing affected beneficiaries to provide labour, which is then paid for by the implementing agency, the community and beneficiaries in CCs are at the centre of the decision-making process. They acquire a feeling of ownership and attachment to the facility, which automatically ensures long-term maintenance and sustainability. The involvement of affected communities through this arrangement post-disaster also has therapeutic effects for individuals suffering from the trauma of loss during the event. The experience of implementing CCs with UN-Habitat and other international organisations proved to be successful (UN-HABITAT, 2007; UN-HABITAT, 2008; Campeau, 2009). According to the pre-quoted UN-Habitat reports, communities embraced the efficiency of the system, and donors appreciated its transparency.

Furthermore, Sohail and Baldwin (2004) analysed the development of community-contracted urban infrastructure provision in low-income communities in India, Pakistan and Sri Lanka, using performance indicators. They found that costs for community-contracted micro-

projects were normally very close to being on target; quality of infrastructure and service provision also tended to be superior to that envisioned by local government engineers; project duration generally exceeded the target, but was still comparable to conventional contracts. Also, the overall performance of the community-partnered micro-projects was found to be comparable or better than the conventional micro-contracts. In addition, the performance of these projects in terms of socio-economic elements, such as family income generation and livelihood recovery of affected communities, was likely to far exceed that of the conventional micro-projects (Sohail and Baldwin, 2004).

Having discussed the advantages of using CCs for post-disaster reconstruction, one should also understand the limitations during its implementation. The typical type of CC would be for works that can be classified as physical improvements within the settlement, mostly labour-intensive rather than mechanised, technically straightforward, not capital intensive, not requiring highly specialised skills and relatively easy to manage (UN-HABITAT, 2007; UN-HABITAT, 2008). Some examples of the infrastructure and facilities constructed through CCs are: access roads and paved footpaths to and within the settlement; drains, culverts and small bridges; water tanks, wells and hand-pumps; public toilets; community halls, schools, clinics; and housing in massive post-disaster reconstruction. Another report by UN-Habitat illustrates the CCing typical six-step process that we re-propose in table 2.

Table 2: Community Contracting Process of The Aceh-Nias Settlements Support Programme (ANSSP) (UN-HABITAT, 2007)

- **Step 1: Socialisation/ information dissemination**
    - town level consultation
    - community identification
    - training of village facilitators
    - identification of location of stakeholders

- **Step 2: Community mobilisation and organisation**
    - meeting with stakeholders (village)
    - baseline data collection
    - formation of CDC and other committees
    - survey of material price
    - village meeting to discuss proposal
    - inter-village meeting to prioritise proposal

- **Step 3: Community contracting**
    - Community Action Planning (CAP)
    - Preparation of proposal with design and budget
    - certification of technical feasibility
    - community contracts

- **Step 4: Owner built houses and financial management**
    - establishment of bank accounts
    - disbursement of funds in instalments
    - procurement of material and labour
    - implementation of shelter component
    - implementation of community asset component

- **Step 5: Oversight/ monitoring and training**
    - social audit (village level)
    - inter-village meeting for accountability and reporting

- training of labourers, CDC members

- **Step 6: Linkage with governance planning**

Table 2 exemplifies a mixed method of integrated and management-orientated procurement systems where the community has been incorporated as the essential element acting as both the client and the contractor: a community 'Do-It-Yourself' version of Design+Build. As we see in table 2, the typical CCing process goes from community identification in step 1, to community organisation in step 2, followed by the central part of the process, the CCing, in step 3, the owner building the house and obtaining financial assistance through instalments in step 4; the constant monitoring and training in step 5; and , finally, step 6 stressing the need to link this process with the formal governance structure throughout the implementation process.

Following the same principles and examples of successful application of CCs approach used previously by UN-Habitat (2010), World Bank (Campeau, 2009), and International Labour Office (Oakley, 1999; Tournee and Van Esch, 2001) (ILO) for post-disaster reconstruction, a 14-step 'CCs approach' was suggested by the authors in Haiti as technical advisors to a major international implementing agency, for rebuilding local communities in Port-au-Prince, after 2010 devastating earthquake.

1. Identification and prioritisation of the community needs in the overall program elaborated by the reconstruction implementing agency in consultation with the community;
2. Elaboration of appropriate design of the physical works by the technical team in consultation with the community and Community Based Organisations (CBOs);
3. Cost estimation of the works;
4. Implementation of a half-day workshop with the CBOs to cover their responsibilities in terms of organization of works, accounting and book keeping, store-keeping and labour management;
5. CBOs assigning responsibilities to its members e.g. procurement of materials, store keeping, book keeping, etc.;
6. Reading out the agreement at the end of the workshop and signing it in the presence of the community;
7. Copies of the design and agreement posted on the community notice board;
8. Release of the first instalment to the CBO's bank account;
9. Work starts;
10. Technical assistance on the ground for activities such as measuring, leveling and quality control;
11. Joint assessment of progress and quality of works by the technical team and CBO members for certification of payments;
12. Payment of instalments upon reaching the benchmarks of works;
13. Final payment and certificate;
14. Inauguration ceremony with the beneficiaries and reading out the final statement of accounts to the community.

This 14-step CC plan was agreed on and welcomed by the implementing agency. However, the proposed CC was not materialized in reality and instead was carried out in a 'traditional' design-bid-build, as it would be done with commercial contractors. The approach, if categorised using the 'community participation ladder' (Arnstein, 1969; Choguill, 1996; Davidson et al., 2007), would fall into 'inform' or 'consult' types rather than the desired 'empower'.

This situation is apparently common, as other researchers (Schilderman, 2004; Davidson et al., 2007) report similar situations in other cases of post-disaster reconstruction. For example, Davidson et al. (2007) conducted four case studies of post-disaster reconstruction projects in Colombia, El Salvador, and Turkey and argued that 'community participation', even though extensively discussed in the theory and emphasized in grant applications, is not clearly reflected in the realities of reconstruction practice. The participation of users in up-front decision-making (within the project design and planning phases, including the capacity to make meaningful choices among a series of options offered to them) leads to positive results in terms of building process and outcomes. However, despite often-good intentions, this level of participation is rarely obtained, and the capabilities of the users are often significantly wasted.

Why is an approach perceived as 'good' difficult to 'do'? What and where are the barriers that impede its implementation? We tried to respond to these questions in the context of our case study in Port-au Prince.

Methodology

The research is based on a literature review about CC and its implementation in post-disaster reconstruction and a case study. The case study was carried out in a major international implementation agency ('the organisation') during its earthquake reconstruction operation in Port-au-Prince Haiti in 2012.

A structured survey based on the Kestle Model (Kestle and Potangaroa, 2012) was compiled and used to interview key people within the organisation working with the community in Port-au-Prince. The survey aimed at understanding the reasons why the proposed 14-step CCS was not implemented though being initially agreed on. The Kestle model maps the 'value adding' components of a management system, and while that is certainly of interest for us, the research objective was to identify those components that instead 'subtracted' or 'blocked' value creation. The survey followed the 4 'pillars' of the Kestle model (explained below), mindful of the specific Haitian and organisational context. The final questionnaire used for the survey can be found in appendix 1.

Interviewees were chosen among the staff of the implementing agency involved in the operational (3), management (3), policy (2), quality assurance (QA) (1) and procurement (1) aspects of the CCs process. In total, 7 people were interviewed, but several of them had more than one functional responsibility. However, though the organisation was considered a key player in the humanitarian assistance field, this was seemingly the first time that a CC approach had been suggested within its Haitian branch. The questions forming the interviews were tabulated in what is called a contextual spreadsheet and clustered according to the 4 pillars of the Kestle model. They were formulated to identify patterns (similarities and differences) noticed in each to make some sense of what had happened, or in this case, what had 'not' happened. The 4 pillars of the model are as follows:

• Timely Decision Making (summing up a situation and making a decision in a time frame relevant to it. This can be done with less than complete information and hence there can be a tradeoff between being 'timely' and being 'impulsive and impatient').

• Process Integration (a holistic approach that underlines the unity of the overall process rather than the optimization parts of it).

• Knowledge Integration (the process of threading, merging or possibly synthesizing knowledge from various viewpoints into a wider model or framework).

• Value Generation (the value that clients and stakeholders place on the project outcomes, which varies according to the different expectations that clients and stakeholders have of the project(s). These can vary between stakeholders and between client groups).

The Barriers to Implementing the CC Approach in Port-au-Prince

The reconstruction projects identified by the community platform[1] in the organisation were reviewed as outlined in points 1 to 3 of the 14-step CC approach described above. As a result, first, the need to manage 'risk' and second, the need to check whether there was full community engagement were identified. For example, one of the projects requested by the platform was the construction of a 27 metre high retaining wall that also had to hold up the main road. This was a large scale, expensive and high-risk project well beyond the community's capacity, and for these reasons, it was not followed through. In addition, there were more appropriate scaled-down projects involving alleyway paving, which when reviewed, proved to be drains and small ravines. Others projects that were presented as public alleyways turned out to be essentially 'private,' but the projects were seemingly proposed because of apparent platform 'connections'. Despite these issues, the project review process plus the registration/proposal process meant that those interviewed were familiar with the CC approach on which to base their comments.

The final decision made by the organization on whether to adopt the CC approach was that the CC was not feasible under the organisation's existing procedures, and it was thus 'dropped' because of the subsequent long time being taken to adapt it to the existing conditions, and because of the apparent mismatch between these procedures and the expected project value. For example, one of the people interviewed said that it took 4 months to select a CBO for a project valued at $1,600 USD. The process used did not follow the suggested CC approach. Instead, it reverted to the conventional tendering process requiring the CBO's to be registered, to have insurance and guarantees (tender, performance, advance payment retentions), to be able to show examples of similar work, to have suitable technical people (to read plans, set out the works, measure and complete quality control and site checking), and to have a bank account and complete all legal check lists. These were the same requirements for commercial contracts, and not surprisingly, from a potential list of 17 CBOs, only 2 eventually responded.

Some felt it was the right decision based on the organisation's procedures, while others felt that the procedures were wrong and too general, were not country-specific and did not allow any flexibility. There were several reasons for this rigidity, such as individual and organisational inexperience, distance from the context and lack of engagement by tendering teams that were by necessity not part of the community or construction team. The procedure therefore lacked any appreciation for the community context (for example no allowance was made to those CBO leaders that could not read or write) and more basically much of the material was not available in the local language of Creole. There were related comments that the process lacked concurrency and that it was one step at a time, with no overlap. Two of the people interviewed commented that it had been informally indicated that only one project could be managed at any one time. Thus, there was already a serious processing disconnect between the procurement and operational sections of the team. Nonetheless, all spoke of a sense of responsibility and accountability to the communities for the apparent inability to take up the CC opportunity.

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[1] Engagement with the community was through a community platform that originally consisted of selected CBOs, NGOs and active groups in the community, but was augmented by other individuals as it developed. The level of engagement was constantly being questioned.

Under the category of *knowledge integration,* comments were clustered around the ill-defined and vague definition of CC as some "tag" word that did not necessarily reflect the typical realities of envisaged engineering works. The notion that anyone willing to work should be allowed negated the realities that some are firstly better at the work and secondly that certain skills are necessary to successfully complete it, regardless of what it is called. Thus, 'compulsory' rotation even for the seemingly good reason of community equity would have put at risk the adequate completion of the works. On the other hand, one particularly suitable CBO with the desired skills was also active in other communities within Port-au-Prince and consequently its 'CBO' status was perhaps debatable. However, there were other dilemmas, hence while the value adding of a CC approach was generally identified in a respectful approach to communities, money multiplier and potential 'trickle' down, empowerment and a sense of ownership for the community, and an effective engagement of implementing agencies with the community, the actual benefits of a CC approach were nonetheless harder to pin down.

Finally, the issues above were also echoed in the area of *value generation*. The CC was not well understood and the community's desperate need for jobs and employment was not seemingly addressed by the CC approach. Whether it was the CC or the more usual contractor approach did not significantly alter the amount of work to be done and hence the amount of employment/jobs created. Moreover, as observed by one interviewee, there was the potential for the CC approach to cost less by not "gainfully" employing people (potentially having more people on a project than might be required "commercially"). On the other hand, if the CC approach included a training component or if existing skills within the community were more extensively used, it could/would, it was felt, result in better value generation. In addition, the ability of CCs to reflect what was seen as needed by the community was also identified as potentially generating value above what could/would be expected from say a contractor.

Thus, to summarize:

1. Did the CC approach proposed involve the community?
   Not directly. Despite the review of the projects proposed by the community platform, the level of community engagement of the platform and their involvement in the projects was questionable.

2. Was there social/economic accountability?
   Not fully. The role of an essentially voluntary community platform made up of groups with a vested interest makes such accountability problematic, regardless of what approach was finally adopted.

3. Was the community at the centre of the process?
   As mentioned earlier, the community was rocess?ted' but not 'empowered'.

4. Did the CC approach run counter to the reality found by implementing teams?
   Yes it did, and the main issue appeared to be the technical content of projects versus the technical capacity of the existing CBOs together with their ability to manage and produce projects that could meet planned project times, quality and costs.

Conclusions

Due to the inability to adopt the CC approach in Port-au-Prince, it was clear that something had to be put in its place to implement the community projects already identified. In part, the 4-month delay mentioned earlier was due to a commitment to make a CC approach work and the supportive views being expressed that apparently "increased as time went on".

However, paperwork and delays finally forced the organisation's decision to halt the CC. In its place, a ContreMaître (CM) approach was set up. This CM approach contracted skilled people or foremen (*Contremaîtres*) based within the community using a similar system as outlined earlier in the CC process. However, the concession was that once a CM was accepted, the contremaîtres would become preferred suppliers and could be directly contracted from that point on without having to repeat the process. Other concessions were that materials would be supplied and the contract value was raised from $1,000 to $5,000USD. This meant that project values of around $15,000USD could be envisaged. Finally, the CM system was planned to have a training component with sub foremen advancing to foremen. The down side was that whoever wanted to call themselves a CM could; hence, the issue of skills and experience discussed earlier in this paper re-emerged. Resolution of this issue and the issue of community engagement (delivering empowered outcomes rather than consultative ones) seem to be at the heart of a successful CC approach (or other CBO approaches). This is highlighted by the team's CM response outlined above and is echoed in current research literature on CC. These findings should provide impetus to operational teams considering implementing such an approach. Finally, the interviews also support the argument that an integrated post-disaster framework should favour approaches that are benefits-driven, have a user focus, utilise existing skills and capabilities within the community, include Risk Management, allow or foster concurrent actions, build quality, and can be used across a team or group.

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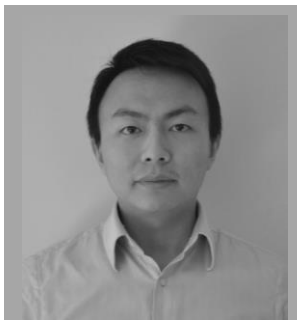
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Appendix 1: Questionnaire used in the survey

<u>Decision Making:</u>
What was the final decision on community contracts and from your perspective how and on what basis was it made? Did you feel this was beyond your control and if so why? Was it the right decision? Was this a "timely" decision? Are there ways that you feel accountable for it?

<u>Process Integration:</u>
Did this decision-making follow appropriate lines within the organisation? What were the other sections (that you were aware of) that were involved in the decision-making on community contracts? According to you, did the process/system "work" and why?

<u>Knowledge Integration</u>:
What do you "know" as being true about a community contracts approach and what do you accept as being "reasonably" true about it? Are there things you accept as not being true about it? Do you feel that there is general agreement about community contracts and why?

<u>Value Generation</u>:
From your perspective, what were the perceived "objectives" of a community contracts approach and were they readily achievable? What "value" would have been created or captured and what would/could be your contribution to it? Who would be the winners and the losers under such an approach?