

COUNCILS WITH ARMS LENGTH MANAGEMENT ORGANISATIONS (ALMOS) GROUP

1.0 The group will be called the Councils with ALMOs Group (CWAG) and is a Special Interest Group of the Local Government Association.

2.0 THE ROLE OF THE COUNCILS WITH ALMOS GROUP IS:

- to be the representative body of stock owning authorities where housing stock is managed by ALMOs
- to act as a forum to provide mutual support to those authorities
- to have an active role in influencing the national policy agenda, particularly in respect of ALMOs and their relationship with their owning authority.
- to facilitate the exchange and introduction of best practice and to develop initiatives for local authorities whose stock is managed by ALMOs
- to provide a platform for the comparison of performance, costs, processes and outcomes within the regulatory framework

to inform and influence Local Government Association (LGA) policy and activity on housing so it reflects the needs and concerns of Councils with ALMOs

- to play an active part in policy development through developing relationships with the Ministry of Housing Communities and Local Government, Homes England, the Regulator of Social Housing and any other partner that can further the development of the ALMO model
- to promote the ALMO model and develop positive partnerships with ALMOs, the National Federation of ALMOs (NFA) and the Association of Retained Council Housing (ARCH) to ensure best outcomes for tenants/leaseholders

3.0 MEMBERSHIP

3.1 Membership of the group is open to any local authority with an ALMO. There are two categories of membership as follows:

- Full members are councils that are also members of the LGA
- Associate members are councils that are not members of the LGA

3.2 Member authorities may nominate two delegates to attend CWAG meetings. Delegates should be local authority officers. Officers are expected to ensure that appropriate local authority councillors, including portfolio holders, are appropriately briefed on the issues being dealt with by CWAG.

3.3 All member authorities will be required to pay the appropriate annual membership fee, as shall be determined at the Annual General Meeting.

4.0 EXECUTIVE GROUP

4.1 CWAG shall be managed by an Executive Group that will be elected at the Annual General Meeting.

4.2 The Executive Group will, subject to clause 4.3, comprise named officer representatives elected as follows:

- Chair
- Representative of the Administrative Authority
- Executive Members up to a maximum of 6 (no.)

4.3 The Administrative Authority will be the responsible authority for the group, for administrative purposes, and will be the employing Authority for any policy officer and will be the Authority that procures services on behalf of CWAG. The members of the CWAG agree that Employment Liability and associated costs will be a shared cost borne by members of the CWAG and will not be the sole responsibility of the Administrative Authority. In this context “Employment Liability” relates to an employee whose primary function is to carry out services for the CWAG and includes but is not limited to the following:-

- a redundancy payment;
- a payment relating to notice pay;
- any pension strain associated with redundancy or termination of employment;
- a payment relating to an actual or potential legal claim by an employee; and
- legal costs relating to an actual or potential legal claim.

If an officer of the Administrative Authority is elected as Chair or Vice Chair, there will be no additional representative of the Administrative Authority.

4.4 The Executive Group shall meet at least twice a year. A minimum of two of the above post holders shall form a quorum.

4.5 Local authority officers elected to the Executive will wherever possible reflect the membership of CWAG.

4.6 The Executive will meet annually with the LGA to review the work of the group.

5.0 ELECTIONS AND TERMS OF OFFICE

5.1 The election for Members of the Executive Group shall be by voting at the Annual General Meeting of CWAG. Those elected shall sit on the Executive for two years and elections will normally be on a rolling basis with at least two positions being contested each year. Those elected are entitled to seek nominations for further terms of office.

5.2 Nominations for election to the Executive Group must be given in writing to the policy officer at least 30 days before the AGM. However, should the

nominations received not be sufficient to cover all positions on the Executive, nominations will then be accepted from the floor at the AGM.

- 5.3 Casual vacancies within the Executive Group may be filled by the Executive Group for the period up to the next AGM.

6.0 ANNUAL GENERAL MEETINGS

- 6.1 There shall be an AGM of CWAG on a day to be determined by the Executive Group and within 15 months of the previous AGM. Members will be given at least 45 days notice of an AGM.
- 6.2 Any member wishing to put a resolution to the AGM must do so in writing to the policy officer not less than 45 days before the meeting is held, and all resolutions must be circulated to members at least 30 days in advance of the meeting.
- 6.3 Each member authority will be allowed to be represented by up to two officers at AGMs but each represented authority will be limited to one vote. Any authority unable to attend the AGM may apply to the policy officer for a postal vote.

7.0 OTHER MEETINGS

- 7.1 The group shall aim to hold a number of other meetings throughout the year. These will be in the form of workshops and general meetings focussed around topical issues and themes of interest to councils with ALMOs.

8.0 SPECIAL or EXTRAORDINARY MEETINGS

- 8.1 A special meeting may be called by the Executive Group or by a request signed by 15% or more members. Special or Extra-Ordinary General Meetings called by members must be held within 75 days of the request being received by the policy officer.
- 8.2 Any member wishing to put a resolution to the AGM or Special General Meeting must do so in writing to the policy officer not less than 45 days before the meeting is held, and all resolutions must be circulated to members at least 30 days in advance of the meeting.

9.0 FINANCE

- 9.1 The financial year of CWAG will run from 1st April to 31st March. Membership of the group will run for 12 months and will be charged on a pro-rata basis.
- 9.2 Members will be expected to pay their membership subscriptions within 3 months of the date of the invoice. Failure to make payment within with these terms may, subject to a decision of the Executive, result in loss of membership from CWAG.
- 9.3 Financial transactions will be in accordance with the terms of a budget agreed by the AGM or as amended subsequently by a Special or Extraordinary General Meeting. The Administrative Authority will prepare a financial monitoring report for each meeting of the Executive Group. The accounts of

the group shall be subject to an annual audit and will be presented at the AGM.

- 9.4 Both the Chair and representative of the Administrative Authority shall have power to authorise the payment of any reasonable expenses in furtherance of the aims or activities of the group, provided that these are consistent with the terms of the agreed budget and will not conflict with the agreed annual work plan. Procedures for procurement and authorising other expenditure are detailed in the document 'CWAG agreed procurement procedures' (annex 1)
- 9.5 No member authority (or individual) may profit financially from the affairs of the group.
- 9.6 In the event of the dissolution of CWAG, the Executive Group, then in office, shall remain in office until all the affairs of the Group have been properly terminated. Any funds remaining after payments of debts and obligations shall be distributed (in a manner that reflects the subscription fee paid) amongst remaining member authorities. Equally if a deficit remains after payments of debts and obligations, that deficit shall be distributed (in a manner that reflects the subscription fee paid) amongst remaining member authorities.

10.0 MANAGEMENT OF CWAG

- 10.1 The Executive Group shall have the power to appoint a full time, part time or seconded policy officer and to procure equivalent officer services from other bodies, to carry out specific areas of the agreed annual work-plan for the Group, as are determined necessary.
- 10.2 The Executive Group shall have operational responsibility for overseeing the work of a policy officer or other service provider appointed on a basis consistent with the annual work-plan. The following arrangements will apply:-
- An annual work-plan will be agreed at the AGM
 - The Executive Group may adjust the annual work-plan as appropriate to meet agreed objectives or respond to in year changes. Significant in year changes will be subject to consultation with the membership.
 - On a day to day basis the policy officer or other service provider will be managed by the Chair in a manner consistent with the annual work-plan. The Administrative Authority will employ the Policy Officer and deal with day to day human resource issues.
- 10.3 The Executive Group shall have the power to withdraw the membership of any authority whose officer nominees bring CWAG into disrepute. Withdrawal will need to be confirmed by the next Annual General Meeting of CWAG. In such circumstances, the local authority concerned must be notified 30 days in advance of the proposed withdrawal of their membership and will be given the opportunity to present an explanation of their conduct either in person or in writing, with representation if required to the Executive of CWAG.

- 10.4 Any authority ceasing to be a member of the Group will forfeit all rights to and claims upon the Group as from the date of withdrawal of membership.
- 10.5 Notice of a proposal to change any clause of the constitution is subject to the same conditions as prescribed for any resolution to be put before the AGM or Special General Meeting. Members may cast their votes for such constitutional changes in writing through the Chair of the Group. Constitutional changes require the majority support of the votes cast before adoption.

Annex 1

CWAG Procurement Procedures

Day to Day Expenditure

The CWAG Terms of Reference allow for the Chair and representative of the Administrative Authority to authorise payment of any reasonable expenses in furtherance of the aims or activities of the group, provided that these are consistent with the terms of the agreed budget and will not conflict with the agreed annual work-plan.

Small items of expenditure, up to a limit of £250, may be authorised by individual Executive Members, subject to the reporting of this expenditure to the next Executive Meeting.

Under £10,000

Expenditure may also be jointly authorised by the Chair and representative of the Administrative Authority up to a total limit of 5% of the gross annual budget or £2,500 (whichever is the lower) subject to reporting of this expenditure to the next Executive Meeting.

For larger items of expenditure up to an estimated value of £10,000, three written quotations are required, unless it represents Best Value for CWAG not to do so.

The CWAG Chair and representative of the Administrative Authority shall jointly have the authority to agree contracts based on straightforward competitive quotations.

In exceptional circumstances, and only in exceptional circumstances, where the Executive Group consider it appropriate for the efficiency of service provision and it represents best value for money for CWAG, the Executive can use its discretion to award a contract without competition up to a contract value of £10,000.

Where flexibility is used to award a contract without competition, a clear written case must be set out and agreed by the Executive, demonstrating why this course of action represents overall best value for money for CWAG.

Where such decisions are taken, the Annual General Meeting will be notified of the decision taken and the specific case for using this approach.

Over £10,000

Under normal circumstances competition is required for procurements valued over £10,000. At least three written quotations shall be invited.

The invitation to provide a quotation shall include the following:

- i) A description of the services, supplies or works being procured.
- ii) The procurement timetable including quotation return date and timescales.
- iii) A specification and instructions on whether any variant bids are required.
- iv) Request for bidders to submit their terms and conditions
- v) The evaluation criteria.
- vi) Any further information such as the project brief, which will inform or assist contractors in preparing tenders / quotations

Contracts shall only be awarded in accordance with the agreed evaluation procedure. Where the contract is awarded on the basis of a price / quality evaluation and where the difference between the lowest price quotation and the best balance between price and quality is more than 5%, a report to the Executive will be required to ensure that the extra cost is justified and demonstrate the method of evaluation.

Definitions

'Best Value for Money' means the optimum combination of cost, quality and benefits to meet CWAG's requirements.