

MEMORANDUM OF UNDERSTANDING BETWEEN:

THE POLICE & CRIME COMMISSIONER FOR DERBSYHIRE AND

Erewash Borough Council, Bolsover District Council, Amber Valley Borough Council, South Derbyshire District Council, Chesterfield Borough Council, Derbyshire Dales District Council, Staffordshire Moorlands District Council, North East Derbyshire District Council, Derbyshire County Council, Derby City Council, Hardwick Clinical Commissioning Group, Southern Derbyshire Clinical Commissioning Group, Erewash Clinical Commissioning Group, North Derbyshire Clinical Commissioning Group, Derbyshire Youth Offending Service, EMH Homes, Metropolitan Housing, Dales Housing, Futures Homescape, Rykneld Homes, Derby Homes, Derbyshire Constabulary

Date: 29th April 2015

GLOSSARY OF TERMS

The Act	The Anti-Social Behaviour, Crime and Policing Act 2014
The PCC	The Police and Crime Commissioner
Relevant Bodies	Defined under Schedule 4 Part 2 of the Act as District Council or Unitary Authority, Chief officer of Police for the police area, each Clinical Commissioning Group, local providers of social housing within the local area
SPOC	Single point of contact (identified within each Community Safety Partnership (CSP))
MoU	Memorandum of Understanding

1.0 BACKGROUND

- 1.1 Section 104 of the Act requires that in cases where a person has made a complaint about anti-social behaviour that the relevant bodies in that area must carry out a review where the relevant body is satisfied that the threshold for a review is met. This review is known as a Community Trigger
- 1.2 Schedule 4 part 1 (3) requires the Community Trigger process to include provision about what is to happen when an applicant is dissatisfied with the way in which the relevant bodies have
 - a) dealt with an application for an ASB case review or
 - b) carried out an ASB case review
- 1.3 The PCC for Derbyshire has agreed to act as the appeals body for any dissatisfaction with:
 - i) Initial assessment of meeting the threshold
 - ii) The review and any resulting action plan
 - iii) The delivery of the action plan
 - iv) The Community Trigger process as a whole
- 1.4 The Memorandum of Understanding is designed to offer the public confidence in the process and outcomes from any appeals they might lodge

2.0 PARTNERS AGREE TO:

- 2.1 To adhere to the Community Trigger process as agreed by the relevant bodies
- 2.2 To provide information to the PCC on the decision making around the Community Trigger Threshold
- 2.3 To co-operate with requests for information made by the PCC, or their officers, to support the appeals process
- 2.4 To respond to requests for information in a timely manner
- 2.5 To comply with the findings of the PCC at the end of the appeals process as communicated to the appellant and the relevant bodies
- 2.6 To consider any recommendations made by the PCC in their decision

3.0 THE PCC AGREES TO:

- 3.1 To adhere to the appeals process agreed with Partners
- 3.2 To independently review the grounds of appeal and assess if it relates to:
 - i)The process as a whole, or
 - ii)the decision at the 'Threshold Test', or
 - iii)the result of the Case Review (Action Plan if applicable), or
 - iv)the delivery of any recommendations (delivery of the action plan if applicable), within agreed timescales

The PCC may dismiss an appeal if it is considered to be repetitive or vexatious

- 3.3 To independently review all of the information provided by the local SPOC relating to the Case Review, including the threshold assessment incidents and any agreed action plan
- 3.4 To adjudicate on the appeal and inform the appellant and relevant bodies of the PCC's decision, and any recommendations, based on the information provided

4.0 POTENTIAL OUTCOMES

- 4.1 There are three possible outcomes (findings) to an appeal:
 - i)**Not Upheld** – where the PCC considers that there is little or no evidence to support the grounds of appeal
 - ii)**Partially Upheld** – where the PCC considers that elements of the appeal are proven

iii)**Upheld** – where the PCC considers that the grounds of appeal are met and requires the relevant bodies to re-examine the case, and consider any recommendations made by the PCC

4.2 The PCC may also make recommendations to the relevant bodies following an appeal investigation; this may also include cases where the appeal itself has not been upheld

4.3 The decision of the PCC on an appeal is to be considered final

5.0 INFORMATION SHARING

PARTNERS AGREE TO:

5.1 Share all information relating to the applicant's Community Trigger request and any subsequent case review meeting(s) with the PCC

5.2 Comply with the Data Protection Act 1998, and all other relevant legislation, when sharing information with the PCC regarding Community Trigger appeals

5.3 Deal with any requests for information made by the PCC in connection to a Community Trigger appeal in a timely manner

THE PCC AGREES TO:

5.4 Comply with the Data Protection Act 1998, and all other relevant legislation, when sharing information with partners regarding Community Trigger appeals

6.0 AGREEMENT

6.1 This MoU requires all relevant bodies to agree prior to the PCC acting as the appeals mechanism

6.2 Any partner can request a review of the terms of the MoU

6.3 The terms of the MoU should be reviewed twelve months after commencement to ensure that it is still fit for purpose

6.4 All parties agree to consider any guidance on Community Trigger produced by Central Government

6.5 All agree to adhere to any statutory guidance in respect of the Anti-Social Behaviour, Crime and Policing Act 2014