

**MEMORANDUM OF UNDERSTANDING BETWEEN:
THE POLICE & CRIME COMMISSIONER FOR DERBSYHIRE AND
DERBY CITY COUNCIL**

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 the relevant bodies to undertake a review of the response to ASB, an ASB Case Review, if a person makes an application for the review and the relevant bodies decide 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) the 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 adhere to the Community Trigger Process as agreed by the Relevant Bodies.
- 2.2 provide information to the PCC on the decision making around the Community Trigger threshold.
- 2.3 comply with the findings of the PCC at the end of the appeals process, as communicated to the appellant and the relevant bodies.
- 2.4 consider any recommendations made by the PCC.

3.0 THE PCC AGREES TO:

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

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

- 3.3 To independently review the information provided by partners.
- 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 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 provide the PCC with information that is relevant, necessary and proportionate for the purpose of the PCC conducting an assessment of actions or decisions taken by the Relevant Bodies in respect of a ASB Case Review.
- 5.2 provide to the PCC with information that is relevant to the applicant, the applicant's Community Trigger Request and any subsequent ASB Case Review. Personal information related to third parties shall not be disclosed and shall be redacted from any documentation or reports provided to the PCC.
- 5.3 Comply with the Data Protection Act 1998, and all other relevant legislation, when sharing information with the PCC regarding Community Trigger appeals.

- 5.4 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:

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

5.6 *HOW INFORMATION WILL BE SHARED*

- (i) Considering the potentially sensitive nature of the information shared it is expected that it is sent either by secure email or by recorded delivery.
- (ii) Exceptions to this will need to be considered on an individual case by case basis.

5.7 *INFORMATION RETENTION, REVIEW AND DISPOSAL*

- (i) All information will be retained, or disposed of, in line with the PCC's Retention Policy which can be found on the Derbyshire PCC's website.

<http://www.derbyshire-pcc.gov.uk/Document-Library/Public-Information/Policies-Procedures-and-Protocols/2012-13/Retention-Policy.pdf>

5.8 *INFORMATION SECURITY*

- (i) Each Data Controller has obligations relating to the security of data in his control under The Data Protection Act 1998.
- (ii) The Partners to this agreement acknowledge the security requirements of the Data Protection Act 1998 applicable to the processing of the information subject to this agreement.
- (iii) Each Partner will ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (iv) In particular, each Partner shall ensure that measures are in place to do everything reasonable to:
 - make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport;
 - deter deliberate compromise or opportunist attack;
 - dispose of or destroy the data in a manner to make reconstruction unlikely;
 - promote discretion in order to avoid unauthorised access.
- (v) Access to information subject to this agreement will only be granted to those professionals who 'need to know' in order to effectively discharge their duties.
- (vi) Any suspected breach or threat to the security of the information will be reported to all relevant Parties, via the relevant senior officer without delay.
- (vii) It is acknowledged that the Government Protective Marking Scheme applies to Police information.

(viii) Partners undertake to ensure that all of their staff are aware of their obligation to maintain the confidentiality of information provided by the Police and not to disclose information further. As such all relevant staff and agencies will adopt the Government Protect Marking Scheme for information shared under this agreement, or another approved protective marking scheme of an equivalent standard.

(ix) Information should not be disclosed to any persons who are not partners identified within this agreement, or if there are any doubts that the conditions set out in this agreement have not been met, or may be breached.

(x) In cases where information is being exchanged by telephone, the person giving the information will always confirm the identity of the person receiving the information by making the phone call via a partner switchboard.

6.0 AGREEMENT

- 6.1 This MOU is binding on all partners, and 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 will 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.