

Item 5.

Memorandum of Understanding - ANZAC Day 2024-2025

File No: X084995

Summary

The Returned and Services League of Australia (NSW Branch) (RSL NSW), with the support of NSW Government, has proposed that a new Memorandum of Understanding (MOU) be established to recognise RSL NSW as the ANZAC Day event owner and host of the Dawn Service as well as the ANZAC Day March. RSL NSW also delivers lunchtime and evening services in the City.

The current Memorandum of Understanding was signed in 2023 prior to the 2023 ANZAC Day March and Commemorative Services and covered a period of three years from 2023 through to 2025 inclusive.

The updates to the MOU reflect changes to the coordinating agencies involved but have no material effect on the roles and responsibilities of the City. Changes will affect ANZAC Day events in 2024 and 2025 only.

A Memorandum of Understanding (MOU) between the City of Sydney (City), The Returned and Services League of Australia (NSW Branch) (RSL NSW), and the State of New South Wales (the State) provides a commitment between the NSW Government, the City, and RSL NSW to cooperate in the organisation and staging of ANZAC Day services (ANZAC Day Dawn Service, the ANZAC Day March, the Commemoration Service and the Sunset Service).

These arrangements enable the City to work collaboratively with the State and RSL NSW to deliver the annual events, which are acknowledged by all parties as significant events as part of the veteran landscape and an appropriate way to commemorate and acknowledge ANZAC Day in Sydney.

The scope of the agreement includes the principles, roles and responsibilities that each of the three coordinating agencies (the City, NSW Premier's Department (PD), and RSL NSW) will cooperate regarding the organisation and facilitation of the annual ANZAC Day events.

The Memorandum of Understanding:

- clearly defines the responsibilities of the parties in regard to support, coordination and facilitation of ANZAC Day events, including associated costs;
- maintains the ongoing cooperative relationship with the relevant parties in regard to the organisation and facilitation of ANZAC Day events; and
- highlights the significance of, and demonstrates the City's commitment to, the ongoing facilitation of ANZAC Day events in Sydney now and into the future.

Recommendation

It is resolved that:

- (A) Council agrees to withdraw from the current Memorandum of Understanding between the City, the State of New South Wales, The Returned and Services League of Australia (NSW Branch) and the Dawn Services Trust Inc;
- (B) Council approve the changes to the Memorandum of Understanding at the request of RSL NSW with support of NSW Government, noting the following alterations:
 - (i) acknowledgement of RSL NSW as the event owner and host of the Dawn Service, and update to the roles and responsibilities of RSL NSW;
 - (ii) update the MOU to reflect Mr Giles Hurst as the new Chief Executive Officer of RSL NSW, and signatory;
 - (iii) update to the primary coordinating agencies and removal of the Dawn Services Trust Inc. (the Trust) as a signatory from the Memorandum of Understanding;
 - (iv) update references to the Department of Premier and Cabinet to NSW Premier's Department; and
 - (v) transfer of the annual funding of \$10,000 (excluding GST) to assist in the implementation and delivery of the event from the Trust to RSL NSW;
- (C) authority be delegated to the Chief Executive Officer to enter into and finalise an amended Memorandum of Understanding with The Returned and Services League of Australia (NSW Branch), and the Premier's Department on behalf of State of New South Wales as outlined in this report and Confidential Attachment B to the subject report;
- (D) Council approve for the 2024 and 2025 ANZAC Day events:
 - (i) annual funding of one third of actual costs up to a maximum of \$70,000 (excluding GST) to the State of New South Wales for Hostile Vehicle Mitigation measures;
 - (ii) annual funding of \$10,000 (excluding GST) to The Returned and Services League of Australia (NSW Branch) contributing to the event; and
 - (iii) annual value-in-kind support for 150 veteran's themed banners for up to two weeks per year (pending availability); and
- (E) Council note that the final Memorandum of Understanding will be provided to Council via the CEO Update.

Attachments

Attachment A. Letter from the Minister for Veterans

Attachment B. ANZAC Day 2024-2025 Memorandum of Understanding Key Terms
(Confidential)

Background

1. ANZAC Day Events and Ceremonies are managed and organised by RSL NSW and NSW Government. The City takes part in the coordination and facilitation.
2. The City has previously provided support towards the facilitation of ANZAC Day ceremonies and events in the form of pre and post-event cleaning, lighting coordination, removal of infrastructure and equipment, access to power, provision of banners, access to the venue sites, and other support towards event facilitation.
3. A Memorandum of Understanding (MOU) between all agencies clearly defines the roles and responsibilities of each party in relation to the coordination and facilitation of the event and financial commitments specifically in relation to Hostile Vehicle Mitigation (HVM).
4. The roles and responsibilities of key stakeholders have been defined and outline the support and coordination required from the City and other stakeholders.
5. The Memorandum of Understanding covers the official NSW ANZAC Day Dawn Service, Martin Place; ANZAC Day March, Sydney CBD; the Commemoration Service at the ANZAC Memorial, Hyde Park South and the Sunset Service, Martin Place Cenotaph.
6. The responsibilities of the City include:
 - (a) assisting with the coordination of the event, participation in relevant stakeholder meetings, and provision of event-related documentation;
 - (b) provision of representation in the event control centre to oversee the security and logistical aspects of the events on ANZAC Day;
 - (c) financial contribution towards the Hostile Vehicle Mitigation, event delivery, and the provision of value-in-kind for the creation of event-themed banners; and
 - (d) contribution to city coordination, preparation for and management of the clean-up following the event.
7. A new Memorandum of Understanding was drawn up in 2022 and signed in 2023 prior to the 2023 ANZAC Day March and Commemorative Services and covered a period of three years from 2023 through to 2025 inclusive.
8. RSL NSW with the support of NSW Government, has proposed that a new MOU be established to recognise RSL NSW as the event owner and host of the Dawn Service as well as the ANZAC Day March, who also deliver lunchtime and evening services in the City.
9. The City has also requested the insertion of an additional clause requiring RSL NSW to provide acquittal information as it relates to the City's contribution of funding towards event delivery.

Key Implications

Strategic Alignment - Sustainable Sydney 2030-2050 Continuing the Vision

10. Sustainable Sydney 2030-2050 Continuing the Vision renews the communities' vision for the sustainable development of the city to 2050. It includes 10 strategic directions to guide the future of the city, as well as 10 targets against which to measure progress. This plan is aligned with the following strategic directions and objectives:
 - (a) Direction 8 - A thriving cultural and creative life - the Memorandum of Understanding demonstrates the City's recognition of the significance and ongoing commitment to the facilitation and support of ANZAC Day Events.

Organisational Impact

11. Given the City already participates in the coordination and facilitation of ANZAC Day activities, including providing financial contributions and value-in-kind support, there are no new organisational impacts.
12. The requested changes have no material effect on the agreed roles and responsibilities of the City, incur no additional cost or resources, and affect ANZAC Day events in 2024 and 2025 only.

Risks

13. RSL NSW have cited an inability to carry out the event without the City's support both in a practical sense and financially.
14. Failure to update the Memorandum of Understanding would result in ambiguity of each agencies roles and responsibilities, and not clearly reflect the current agencies involved.

Social / Cultural / Community

15. ANZAC Day is a socially significant day that commemorates those service men and women who served in conflict on behalf of Australia. There is a community expectation that ANZAC Day traditions in the form of the dawn service and ANZAC Day parade be held annually as part of this commemoration and day of reflection.

Economic

16. Whilst the significance of ANZAC Day is commemoration, the day and associated events do attract a high level of foot traffic into the City which has a natural flow on effect for local businesses.

Financial Implications

17. There are no changes to the financial commitments agreed to by the City under the terms of the previous Memorandum of Understanding, and which include:
 - (i) the City agrees to contribute one third of the actual cost, up to a maximum of \$70,000 (excluding GST), annually towards the Hostile Vehicle Mitigation of ANZAC Day for the 2024 and 2025 events;
 - (ii) providing \$10,000 (excluding GST) paid annually to RSL NSW to assist in the implementation and delivery of the 2024 and 2025 events;
 - (iii) support for the event through the provision of 150 veterans-themed banners, printed and installed for up to two weeks per year (pending availability) to the value of approximately \$30,000 value-in-kind.
18. Funding has been included in the 2023/24 operating budget and future year forward estimates.

Relevant Legislation

19. Local Government Act 1993.
20. Section 356 of the Local Government Act 1993 provides that a council may, in accordance with a resolution of the council, contribute money or otherwise grant financial assistance to persons for the purpose of exercising its functions.
21. Local Government Act 1993 - Section 10A provides that a council may close to the public so much of its meeting as comprises the discussion of information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
22. Attachment B contains confidential commercial information which, if disclosed, would:
 - (a) confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business; and
 - (b) prejudice the commercial position of the person who supplied it.
23. Discussion of the matter in an open meeting would, on balance, be contrary to the public interest because it would compromise Council's ability to negotiate fairly and commercially to achieve the best outcome for its ratepayers.
24. Anzac Memorial (Building) Act 1923.
25. RSL NSW Act 2018.

Critical Dates / Time Frames

26. The Memorandum of Understanding is required to be in place prior to 25 April 2024 to enable the coordination of 2024 ANZAC Day events.

Consultation

27. The State has confirmed that it has undertaken consultation with the external agencies involved in the delivery of ANZAC Day events in regards to the requested changes to the Memorandum of Understanding and the Roles and Responsibilities of Key Stakeholders and has provided a letter to that effect.

EMMA RIGNEY

Director City Life

Peter Rugg, Manager Venue Management