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PRACTICE DEDICATED
TO LITIGATION AND
NEGOTIATION MATTERS

bochettoandlentz.com

Please send all Mail to the Philadelphia Office

July 30, 2025

Via Email: artcommission@phila.gov

Philadelphia Art Commission
One Parkway, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: Proposal to Return Frank L. Rizzo Statue to Monument Committee

Dear Philadelphia Art Commission,

On behalf of the Frank L. Rizzo Monument Committee (the "Committee"), with the consent of the City of Philadelphia, I respectfully submit this proposal for deaccessioning the Frank L. Rizzo Statue for the Art Commission's approval, including the terms and conditions of the settlement agreement reached between the City of Philadelphia and the Committee.

Pursuant to a 1998 Donation and Maintenance Agreement, the Committee commissioned and erected a bronze sculpture depicting the late Mayor Frank Rizzo descending the south stairs of the Municipal Services Building. (Donation and Maintenance Agreement, **Exhibit "A."**) The statue was installed at Thomas Paine Plaza in 1999. For over two decades, it stood at the Municipal Services Building.

In June 2020, the City removed the statue and placed it in storage. Shortly thereafter, the Committee initiated legal proceedings to challenge the removal and invoke certain provisions in the Donation and Maintenance Agreement. During the pendency of the legal proceedings, the City of Philadelphia and the Committee reached a resolution. Under the terms of that resolution, the City agreed to undertake several obligations, conditioned upon Art Commission approval of the deaccessioning and return of the statue to the Committee:

- (1) return the statue to the Committee;
- (2) relinquish any and all ownership rights it may have associated with the statue;
- (3) transport the statue to a location designated by the Committee within Philadelphia or its adjacent counties; and

BOCHETTO & LENTZ, P.C.

July 30, 2025

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(4) make a contribution to the Committee in compensation for damage caused to the statue during removal.

A true and correct copy of the executed Settlement Agreement is attached as **Exhibit “B.”**

In exchange, the Committee has agreed to discontinue the lawsuits, release its claims against the City of Philadelphia, and limit any future display of the statue within the City of Philadelphia to circumstances that comply with specific restrictions outlined in the Settlement Agreement. *Id.*

To finalize a disposition of this matter, the City of Philadelphia and Committee are required to obtain approval from the Philadelphia Art Commission, as provided for by Sections 4-606 and 8-207 of the Philadelphia Home Rule Charter.

The Settlement Agreement’s provisions now before the Committee are the product of a thoughtful and carefully negotiated compromise. Should the Art Commission choose not to approve it, the Committee is prepared to resume litigation. The Committee is committed to seeing this matter through, whether by continued collaboration or, if necessary, renewed legal action.

Going forward, the Committee will assume full responsibility for the statue’s maintenance, preservation, and security. Throughout this process, our intent is to honor the statue’s origins and its significance to many members of the Philadelphia community. At this juncture, the Committee has not formally selected a location to display the statue. However, if and when the time comes to do so, it will be in full compliance with the Settlement Agreement.

We respectfully ask that this proposal be included on the Commission’s August 13, 2025 agenda. We will remain available to provide any further documentation or clarification as needed. We submit this in the spirit of resolution, stewardship, and accountability, and we thank the Commission for its consideration.

Sincerely,

BOCHETTO & LENTZ, P.C.

/s/ George Bochetto

By:

George Bochetto, Esquire

Exhibit “A”

CONTRACT

THE CITY OF PHILADELPHIA

WITH

FOR

**LAW DEPARTMENT
CITY OF PHILADELPHIA**

**FINANCE AND CONTRACTS DIVISION
1600 ARCH STREET - 8TH FLOOR
PHILADELPHIA, PA 19103**

Phone: 686-7684

CONTRACT

99-6020



THE CITY OF PHILADELPHIA

Frank L. Rizzo Monument Committee.

For

Commerce/Public Property

Law Department
City of Philadelphia

Finance and Contract Division
17th Floor, One Parkway
1515 Arch Street
Philadelphia, PA 19102-1595
(215) 683-5050

DONATION AND MAINTENANCE AGREEMENT

This Donation and Maintenance Agreement (the "Agreement") is made this 30th day of December 1998 by and between the City of Philadelphia, by and through the Departments of Commerce and Public Property (collectively the "City"), and the Frank L. Rizzo Monument Committee c/o Michael P. Weinstein, Esquire, One Penn Center, 19th Floor, 1617 JFK Blvd., Philadelphia, Pennsylvania 19103 (the "Provider").

WHEREAS, the Provider has commissioned from Zenos Frudakis ("Artist") the design and fabrication of a bronze sculpture depicting the late Mayor Frank Rizzo (the "Sculpture") descending the south stairs of the Municipal Services Building Plaza (the "Premises"); and

WHEREAS, the Provider desires to donate and deliver the Sculpture to the City along with any and all structures or other apparatus necessary or appropriate to support the Sculpture and to install the Sculpture at the Premises (the Sculpture, together with such support structures or apparatus and installation being collectively referred to herein as the "Work"); and

WHEREAS, the City desires to accept the Work subject to certain terms and conditions.

NOW WHEREFORE, in consideration of the City's agreement to accept and place the Work in the public right-of-way, and the covenants and agreements contained herein, the parties intending to be legally bound, agree as follows:

1. Scope of Agreement. The Provider agrees, at its sole cost and expense, to assume all financial responsibilities and obligations for the maintenance, conservation, repairs and/or restorations (collectively, "Maintenance") of the Work for the life of the Work except that the City shall assume any and all financial responsibilities and obligations for removal of graffiti from the Work. The City shall have the right to determine, with the approval of the Provider, when and if any Maintenance of the Work will be made. Said approval shall not be unreasonably withheld. Should the Provider fail to finance the Maintenance, the City shall have the right to remove the Work from the public right-of-way until such time as the Provider is willing and able to finance said Maintenance. Any costs relating to the removal and subsequent replacement of the Work shall be borne by the Provider.

2. Risk of Loss. The risk of loss or damage to the Work shall be borne by the Provider in perpetuity except to the extent Maintenance is required as a result of the sole negligence of the City, its officers or employees, which shall be borne by the City.

3. Insurance. The Provider shall, at its sole cost and expense, procure and maintain in full force and effect, covering the installation phase of this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior

written notice to be given to the City in the event coverage is materially changed, canceled, or non-renewed. The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of the City shall invalidate the coverage.

General Liability Insurance.

- (1) Limit of Liability: \$500,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$500,000 general aggregate and \$500,000 aggregate for products and completed operations. Provided, however, that the City may require higher limits of liability if, in the City's sole discretion, the potential risk so warrants.
- (2) Coverage: Premises operations; blanket contractual liability, personal injury liability (employee exclusion deleted); products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

Certificates of insurance evidencing the required coverages must be submitted to the City at least ten (10) days before work is begun. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit the City, but under no circumstances shall the Provider actually begin work without providing the required evidence of insurance. The City reserves the right to require the Provider to furnish certified copies of the original policies of all insurance required under the Agreement at any time upon ten (10) days written notice to the Provider.

4. Indemnification. The Provider shall indemnify, defend and hold the City harmless from and against any and all claims, damages, penalties or charges arising out of claims, suits or causes of action, or awards of damages, whether compensatory or punitive, and expenses arising therefrom, including legal fees, either at law or equity (the "Claim"), which might be claimed now or in the future by reason of any personal injury, including death, property damage, bodily injury, any breach of contract, or patent, trademark or copyright infringement occasioned wholly or in part by the Provider's act or omission or the act or omission of the Provider's agents, subcontractors, employees, or servants pursuant to this Agreement. This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents, shall survive the termination and/or expiration of this Agreement.

5. Miscellaneous.

(a) Title. Legal title, free and clear of all encumbrances, to the Work shall pass to the City upon installation of the Work.

(b) Warranties. The Artist represents and warrants that:

- (i) The Work is solely the result of the artistic effort of the Artist;
- (ii) The Work is unique and original, not a copy, derivative or compilation of any existing published or unpublished work of Artist or any other individual and does not infringe upon any copyright;
- (iii) The Work, or a duplicate thereof, has not been accepted for sale elsewhere; and
- (iv) The Work is free and clear of any liens from any source whatsoever.

(c) **Reproduction Rights; General.**

(i) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., and all other rights in and to the Work except as such rights are limited by this Agreement. The Artist shall not make any additional exact duplicate, three-dimensional reproductions (except for miniatures) of the final Work, nor shall the Artist grant permission to others (except for Provider) to do so except with the prior written permission of the City.

(ii) The Artist grants to the City and its assigns an irrevocable license to implement the public purpose of the donation of the Sculpture including, without limitation, making two-dimensional reproductions of the Work to be used in advertising, brochures, stationary, media publicity, catalogues or other similar publications (excluding, however, any and all three-dimensional reproductions, whether miniature or otherwise).

(d) **Credit and Copyright Notice.** All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: "Artist's name, date of publication."

(e) **Credit to the City.** The Artist shall use the Artist's (or its) best efforts to give a credit reading substantially, "an original Work owned by the City of Philadelphia" in any public showing of reproductions of the Work which are under the Artist's control.

(f) **Notice.** Notwithstanding anything to the contrary at law or in equity contained herein, any obligation of the City under applicable law to provide notice to the Artist shall be undertaken by the Provider at its sole cost and expense.

(g) **City's Rights.** Artist acknowledges that the City shall have the right to damage, remove, destroy, destruct, distort, or modify the Work, as defined in the Preamble above, at its sole discretion and without notice to the Artist.

6. **Warranties of Quality and Conditions.** The Provider hereby represents and warrants, that:

a. The execution and fabrication of the Work will be performed in a workmanlike manner; and

b. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which will cause or accelerate deterioration of the Work.

The City shall give notice to the Provider of any observed breach with reasonable promptness (the "Notice".) The Provider shall, at the request of the City, at no cost to the City, and in the time frame contained in the Notice, cure the breach of any such warranty which is curable and which cure is consistent with professional conservation standards, including, but not limited to, cure by means of repair or refabrication of the Work, or any portion thereof.

7. Alteration of the Work or of the Premises.

a. The City agrees that it will not intentionally damage, alter, modify or change (collectively an "Alteration") the Work without prior written notice to the Provider.

b. Except as set forth under Subparagraph 7c. below, in the event the City deems it necessary to destroy the Work, the City shall provide the Provider at least six (6) months prior written notice before the Work is destroyed by the City and shall afford the Provider the opportunity to recover the Work from the Premises during said six (6) month notice period. In such event, Provider shall bear all costs of recovery of the Work and shall reimburse and indemnify the City for the amount by which the cost to the City, if any, arising from and as a consequence of such recovery, exceeds the costs to the City of the proposed destruction.

c. In the event (i) the City determines that immediate destruction or removal of the Work is necessary to protect the health, safety or welfare of the public or (ii) destruction or removal of the Work if necessary by reason of a violation of federal, Commonwealth or local law involving the Work or the Premises, the City is not obligated to notify Provider prior to destruction or removal of the Work by the City.

d. The City will provide prior written notice to the Provider of (i) any proposed alteration of the Premises or (ii) patent defects in the Premises that would affect the intended character, placement and/or appearance of the Work.

e. Nothing in this Paragraph 7 shall preclude any right of the City to move the Work or remove it from public display.

f. Except as set forth under Subparagraph 7c. above, if the City shall at any time decide (i) to remove the Work from the Premises or public display or (ii) to dispose of the Work, it shall give notice to the Provider and offer the Provider a reasonable opportunity to recover the Work. In such event, Provider shall bear all costs of recovery of the Work and shall reimburse and indemnify the City for the amount by which the cost to the City, if any, arising from and as a consequence of such recovery, exceeds the costs to the City of the proposed removal or disposition.

8. Compliance with Applicable Law. Any services rendered or documents prepared by the Provider pursuant to this Agreement shall strictly conform to all applicable laws, statutes and ordinances (including, but not limited to, the Fair Practices Ordinance, Chapter 9-1100 of The Philadelphia Code), and all applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies shall control all matters relating to this Agreement and shall apply to the extent not preempted by the laws of the United States of America. The parties hereto agree to submit to the jurisdiction of courts, whether federal or state, located in Philadelphia, Pennsylvania.

9. Non-Discrimination. This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, the Provider shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin or sex. In the event of such discrimination, the Commission may terminate this Agreement forthwith.

10. The Philadelphia Code, Chapter 17-400. (a) In accordance with Chapter 17-400 of The Philadelphia Code, the Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

(b) The Provider agrees to include the immediately preceding Paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

(c) The Provider further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

11. Certification of Non-Indebtedness. (a) The Provider hereby certifies and represents that the Provider and the Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City, and will not at any time during the term of this Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the termination of

this Agreement for default (in which case the Provider shall be liable for all excess costs and other damages resulting from the termination).

(b) The Provider shall require all subcontractors or subconsultants (hereinafter collectively referred to as "Subcontractors") performing work in connection with this Agreement to be bound by the following provision and the Provider shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity.

Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of this Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the termination of this Agreement for default (in which case the Provider shall be liable for all excess costs and other damages resulting from the termination).

12. Plaque. The size, placement and content of any plaque or name plate fabricated and proposed for installation in connection with the Work, shall be subject to the review and written approval of the City.

13. Entire Agreement. The terms of this Agreement contain the entire agreement of the parties and no promises or representations were made or relied upon by either party other than those expressly set forth herein. This Agreement may only be modified in a writing signed by the Provider and a duly authorized representative of the City.

14. Governing Law and Venue. This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any litigation arising from this Agreement shall be held in Philadelphia, Pennsylvania.

15. Binding Nature. This Agreement shall be binding upon and shall inure to the benefit of the City and the Provider and their successors and assigns.

16. Headings. The headings in this Agreement are inserted for convenience of reference only and shall in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

17. Severability. The provisions of the Agreement shall be severable. If any provision shall be held to violate any applicable law, the validity and binding effect of the remaining provisions of the Agreement shall not be effected.

18. Partial Invalidity. If any provision of the Agreement or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Agreement or the application of such provision to persons or entities other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Joinder by Artist. Artist hereby joins in this Agreement for the purpose of acknowledging and confirming his acceptance and agreement to the provisions of Paragraph 5 hereof.

IN WITNESS WHEREOF, the parties have properly executed this Agreement as of the day and year first written.

APPROVED AS TO FORM

STEPHANIE L. FRANKLIN-SUBER, CITY SOLICITOR

Per

Valerie M. Robinson

Deputy City Solicitor

12-31-98

THE CITY OF PHILADELPHIA

By:

[Signature]
Commerce Director/City Representative

By:

[Signature]
Commissioner, Department of Public Property

WITNESS:

[Signature]

FRANK L. RIZZO MONUMENT COMMITTEE

By:

[Signature]
(Authorized Representative)

Frank Rizzo
(Print Name)

[Signature]

ZENOS FRUDAKIS, joinder as to Paragraph 5 of this Agreement

Zenos Frudakis

WITNESS:

[Signature]

Exhibit “B”

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter “Settlement Agreement”) is by and between the Frank L. Rizzo Monument Committee (“Plaintiff” or “Committee”) and the City of Philadelphia (“City”), all of which may sometimes be collectively referred to as “the Parties,” and individually a “Party.”

WHEREAS, on December 30, 1998, Plaintiff and the City entered into a Donation and Maintenance Agreement (“Donation Agreement”), by which Plaintiff donated to the City a statue of the former City Mayor Frank L. Rizzo (“Statue”);

WHEREAS, from 1999 to 2020, the City displayed the Statue on the stairs of the Thomas Paine Plaza in front of the Municipal Services Building, at 1401 John F. Kennedy Boulevard;

WHEREAS, on June 2, 2020 former Mayor James Kenney signed an order titled “Emergency Order to Remove the Frank Rizzo Statue from Display on City Property Due to its Threat to Public Health, Safety, and Welfare,” which authorized the immediate removal of the Statue and directed that the Statue be placed in secure storage until such time as a plan was developed to donate, relocate, destroy, or otherwise dispose of the Statue;

WHEREAS, on June 3, 2020 the City removed the Statue from display on City property and placed it in secure storage;

WHEREAS, on July 1, 2020, the Committee filed a Complaint against the City and former Mayor James Kenney asserting various claims related to the Donation Agreement and/or the City’s removal of the Statue (Case No. 200602036, Philadelphia Court of Common Pleas);

WHEREAS, on June 2, 2022, The Committee filed another Complaint against the City and former Mayor James Kenney also asserting various claims related to the Donation Agreement

and/or the City's removal of the Statue (Case No. 220600304, Philadelphia Court of Common Pleas);

WHEREAS, Case Nos. 200602036 and 220600304 are jointly referred to herein as the "Lawsuits";

WHEREAS, the Parties have reached an amicable resolution of the Lawsuits and have agreed to settle all disputes relating to the Statue and the Donation Agreement fully and finally;

WHEREAS, the release of any rights and/or claims under this Agreement only relates to the Lawsuits (Case No. 200602036 & Case No. 220600304), the Statue, and the Donation Agreement. This Agreement does not release any rights and/or claims associated with any other matter.

NOW THEREFORE, in consideration of the promises and covenants contained herein, in reliance upon any representations and warranties set forth herein, and intending to be legally bound, Plaintiff and the City hereby agree to reach an amicable, complete, and binding settlement of the Lawsuits pursuant to the following terms and conditions:

1. The Committee will submit a proposal to the Philadelphia Art Commission for the return of the Statue to the Committee that is consistent with paragraph 4 herein. The City, through a City official, office or department designated by the Mayor, will consent to such proposal before the Art Commission so long as the proposal is consistent with paragraph 4 herein.

2. This Settlement Agreement is contingent upon the Philadelphia Art Commission approving a proposal consistent with the terms set forth herein. If the Philadelphia Art Commission rejects/declines Plaintiff's proposal, which shall be consistent with the terms set

forth herein, this Settlement Agreement (including all rights and releases associated therewith) is null and void, and the Lawsuits may resume as if this Settlement Agreement never existed.

3. If the Art Commission approves of a plan for the Statue to be returned to the Committee, then the Parties agree to be bound by the following terms:

- a. The City will release any and all ownership rights it has to the Statue and transfer all such rights to the Committee, except for the City's contractual rights pursuant to this Settlement Agreement.
- b. The City will transport the Statue free of charge to a location designated by the Committee within Philadelphia or its adjacent counties at a mutually agreeable time, but within ninety (90) days of the Philadelphia Art Commission approving a proposal consistent with the terms set forth in this Settlement Agreement.
- c. The City will make a contribution of \$80,000 to the Committee in compensation for damage to the Statue that occurred during removal ("Settlement Amount").

Payment of the Settlement Amount shall be made by check to the following, within 90 days of the date on which the Philadelphia Art Commission approves a proposal consistent with the terms set forth in this Settlement Agreement:

Bochetto & Lentz for the benefit of the Frank L. Rizzo Monument Committee
1524 Locust Street,
Philadelphia, PA 19102

- d. For and in consideration of the City's payment of the Settlement Amount, Plaintiff, for itself and its members, shareholders, officers, directors, managers, agents, employees, sureties, affiliated entities, successors, and assigns hereby fully and finally discharges and releases the City, its elected or appointed officials, its departments, boards, commissions, its employees and agents, and its/their

successors or assigns, from any and all actions, causes of action, lawsuits, demands, debts, liabilities, obligations, claims for payment of money or damages or compensation of any kind, at law, in equity, in restitution or otherwise, related to the Statue or the Donation Agreement, known or unknown by either Party, as of the date of receipt of the executed Settlement Agreement by the City's counsel. Out of abundance of caution: This Settlement Agreement, and the releases set forth in this Settlement Agreement, do **not** impact, relate to, or otherwise involve the following cases and/or claims, causes of action, rights, and/or appeals associated with these cases:

- i. *Friends of Marconi Plaza, et al. v. City of Philadelphia, et al.*, Philadelphia Court of Common Pleas, Case ID: 200600741.
- ii. *In Re: Appeal of Friends of Marconi Plaza, et al.*, Philadelphia Court of Common Pleas, Case ID: 201000295.
- iii. *Friends of Marconi Plaza v. James Kenney, et al.*, Philadelphia Court of Common Pleas, Case ID: 230502708.
- iv. *Conference of Presidents of Major Italian American Organizations, Inc., et al. v. City of Philadelphia, et al.*, Philadelphia Court of Common Pleas, Case ID: 220401201.
- v. *Italian Sons and Daughters of America v. City of Pittsburgh, et al.*, Allegheny Court of Common Pleas, Case ID: GD-20-10732.

- e. The Committee will discontinue the Lawsuits within fourteen (14) days following receipt of the Settlement Amount.

4. The Committee agrees that any future display of the Statue within the City of Philadelphia shall be subject to the following restrictions:

- a. Unless a specific location is approved in writing by the Mayor or Managing Director, the Statue may only be displayed on private property;

- b. Unless a specific location is approved in writing by the Mayor or Managing Director of the City of Philadelphia, the Statue must be displayed in a location that does not allow passersby unimpeded access to the Statue; and
- c. Unless a specific location is approved in writing by the Mayor or Managing Director of the City of Philadelphia, the Statue may only be displayed either: (1) inside of a building or behind a fence, wall, or other structure that makes the Statue not visible from the public right-of-way; or (2) in a location that is 20 feet or more from any public right-of-way.

5. The Settlement Amount is the sole, final, and entire consideration payable and to be paid to Plaintiff for settlement of the Lawsuits. Plaintiff voluntarily accepts said sum for the purpose of making a full and final compromise, adjustment and settlement of the damages above-mentioned, known or unknown, foreseen or unforeseen, including, but not limited to, attorney's fees and costs.

6. Plaintiff and the City acknowledge and understand that the City's payment of the Settlement Amount, and Plaintiff's acceptance of the Settlement Amount, shall not be construed as an admission of liability, fault, breach of contract, violation of law, or other obligation, or any other wrongdoing or responsibility on the part of the City. The City denies liability. The making and execution of this Settlement Agreement and any payment by the City of the Settlement Amount, and Plaintiff's acceptance of the Settlement Amount, is for the purpose of a compromise settlement of disputed and contested claims, to settle and resolve the claims, and to avoid the time, expense, and diversion of resources of further dispute and litigation.

7. The Parties agree that they fully understand the meaning and effect of this Settlement Agreement, have received the benefit of advice of legal counsel with respect to the

meaning, effect and execution of this Settlement Agreement; have voluntarily, willingly, and knowingly executed this Settlement Agreement for the purpose of making a full and final compromise settlement and release of the claims specifically described herein; have duly and fully authorized and empowered the persons who sign this Settlement Agreement for them to execute this Settlement Agreement for the purposes described and to bind each of them to this Settlement Agreement; and have each relied solely upon the consideration and terms and conditions set forth herein and on no other promise, statement, term, condition, or representation.

8. This Settlement Agreement is the entire and final expression of the agreement by and between the parties with respect to the matters referenced herein. This Settlement Agreement may be modified or amended only by an agreement in writing signed by Plaintiff and the City. No oral modifications or amendments shall be valid or enforceable. The parties to this Settlement Agreement do not intend and explicitly deny any intention to create any rights in, of, or for any third parties or in, of, or for any persons or entities who are not parties to this Settlement Agreement.

9. Plaintiff understands and acknowledges that the payment by the City of the Settlement Amount is subject to the provisions of 53 P.S. §§ 16081, 16082, and 16083, relating to the power of the Office of City Controller to verify that Plaintiff does not have any outstanding tax debt due to the City and does not have any other Tax Code noncompliance, and to withhold payment on account of tax delinquencies owed to the City by Plaintiff. By signing this Settlement Agreement, Plaintiff affirms that payment of the Settlement Amount is subject to applicable law relating to taxes, liens or judgments that may be owed to the City of Philadelphia by Plaintiff.

10. The Parties may execute this Settlement Agreement in one or more counterparts. Each counterpart shall constitute and have the full effect of an original, and all of which shall

constitute a single instrument or writing. A facsimile or electronic copy or image bearing a signature of a duly authorized person for any party shall have the same validity and effect as a signature page bearing the original handwritten signature of any such person.

11. The Parties agree that the interpretation and enforcement of this Settlement Agreement and of any dispute, controversy, or action arising out of this Settlement Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

12. In the event of a dispute between the City and the Committee as to whether the Committee's display of the Statue complies with the requirements of paragraph 4 herein, the parties agree to submit their dispute to non-binding mediation before initiating any action in court.

DATED: 6/13/2025


ID XtfegjgK4heEZDV8h4sYSZcZ

Frank L. Rizzo Monument Committee
By: _____
Plaintiff

DATED: 5/9/25



City of Philadelphia
Lydia Furst
Chief Deputy City Solicitor
Affirmative & Special Litigation
City of Philadelphia Law Department

eSignature Details

Signer ID:	XtfeqjgK4heEZDV8h4sYSZcZ
Signed by:	Jody Della Barba
Sent to email:	cellinoatt@hotmail.com
IP Address:	70.16.130.126
Signed at:	Jun 13 2025, 1:47 pm EDT