

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2016-124

Council Meeting Date: 03-21-2016

Date Adopted: 03-21-2016

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND TOM HOLMES FOR PUBLIC ART SCULPTURES

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Madden.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the Borough of New Providence and Tom Holmes for public art sculptures for display within the Borough, in the form attached hereto and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

BE IT FURTHER RESOLVED, funding for the project is made available through fundraising and donations.

APPROVED, this 21st day of March, 2016.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ				X
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 21st day of March, 2016.

Wendi B. Barry, Borough Clerk

**THE BOROUGH OF NEW PROVIDENCE
AND THE NEW PROVIDENCE PUBLIC ART COMMITTEE
LETTER OF AGREEMENT FOR THE DISPLAY OF PUBLIC ARTWORK.**

THIS AGREEMENT FOR THE DISPLAY OF PUBLIC SCULPTURE (the "Agreement") is made by and between the Borough of New Providence, 360 Elkwood Avenue, New Providence, New Jersey 07974, and Tom Holmes (the "Artist") located at 106 Cub Rd. Greely PA 18425. The Agreement is effective as of its date of execution.

WHEREAS, New Providence Public Art, an Advisory Committee to the Borough Council wishes to display public sculpture in the Borough of New Providence that will be viewed by members of the public;

WHEREAS, Artist, Tom Holmes, has certain works that Artist wishes to display at the Borough of New Providence;

WHEREAS, both Parties recognize that said works will be displayed for a set display period for a fee agreed to by both parties;

NOW, THEREFORE, the Parties agree to the following:

The Artist agrees to provide certain works as identified on Attachment "A" hereto (the "Artwork") for display within the Borough of New Providence. The Parties agree that Attachment "A" shall serve as *the acknowledgment of the Parties of the artwork NPPA for display* and must be signed by each Party prior to display. Artist shall display the Artwork from 4-4-2016 to 4-4-2018 (the "Display Period") for the fee of \$ 4000.00.

The Artist will be solely responsible for transporting, installing and removing the Artwork, and will bear any and all costs and liability associated with the *transportation, installation and removal* of same. New Providence Department of Public Works will offer assistance as requested by the Artist, but assumes no responsibility for the *transportation, installation or removal* of the Artwork.

In consideration of the right to display the Artwork, Artist releases and gives up any and all claims, demands, liabilities, damages, actions and causes of action of any kind or nature whatsoever for any damage to the Artwork incurred during the transportation, installation and removal of the Artwork

The placement of the aforementioned Artwork shall be *at a location* as directed by NPPA.

The Borough of New Providence will be liable for the cost of any damage to the *Artwork* during the display period up the value of the *Artwork* as set forth in Attachment A. If the Artist claims that the *Artwork* has been damaged to its full value, ownership of the *Artwork* shall be transferred to the Borough of New Providence upon payment being made to the Artist of such value.

Artist Signature:

A handwritten signature in black ink, consisting of a large, sweeping initial 'L' followed by a series of connected, cursive letters.

Date:

3/14/16

Borough of New Providence:

A solid horizontal line representing the signature line for the Borough of New Providence.

1/1

ATTACHMENT A

<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
1. <u>Spinning Fall</u>	<u>Steel, copper, wood, paint</u>	<u>\$6500.⁰⁰</u>
2. <u>Cradle of Civilization</u>	<u>Steel & Stone 3'x4'x7'</u>	<u>\$8000.⁰⁰</u>