

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2016-321

Council Meeting Date: 10-10-2016

Date Adopted: 10-10-2016

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

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

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 10th day of October, 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 10th day of October, 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 Road, Greeley 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, the sculptures will be displayed Veterans Park, 100 South Street, New Providence;

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 period of at least one year, but no more than two years without express authorization from the New Providence Board of Education and the Borough of New Providence.

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* beginning on or around September 28, 2016 to October 1, 2018 for the fee of \$2,000.00.

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*.

Allen Morgan, Mayor

Date

Attest

Tom Holmes, Artist

Date

Attest

ATTACHMENT A

<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
1. <u>Wind Chime</u>	<u>Copper Steel</u>	<u>\$ 6000.00</u>
2. _____	_____	_____

Payment Schedule:

1. First payment of \$500.00 upon receipt of Wind chime, September 28, 2016.
2. Second payment of \$500.00 on or before January 1, 2017.
3. Third payment of \$500.00 on or before March 15, 2017.
4. Fourth payment of \$500.00 on or before June 15, 2017.