

**CITY OF OCEAN CITY  
NEW JERSEY**

**EMPLOYMENT AGREEMENT**

**WILLIAM SCHEIBLE**

**January 1, 1999 through December 31, 2002**

## **EMPLOYMENT AGREEMENT**

An AGREEMENT made this 27th day of May, 1999, by and between the City of Ocean City, a Municipal Corporation of the State of New Jersey, with offices at 861 Asbury Avenue, County of Cape May, State of New Jersey, 08226, hereinafter known as "City", and William Scheible, Artistic Director and Conductor, hereinafter known as "Director", of the Ocean City Pops Orchestra, hereinafter know as "Pops Orchestra", and with a residence at 2134 Hoffnagle Street, Philadelphia, State of Pennsylvania 19152.

### **WITNESSETH**

**WHEREAS**, City is providing to the general public the Pops Orchestra, a series of musical concerts for the amusement and entertainment of adults and children, to be held at the Music Pier during the summer season.

**WHEREAS**, Director shall be employed by City to act as Artistic Director and Conductor of the Ocean City Pops Orchestra as he has so acted for thirteen (13) years.

**NOW, THEREFORE**, the parties mutually agree as follows:

### **ARTICLE I SERVICES**

City hereby agrees to employ Director, and Director hereby agrees to provide the services of artistic and musical direction of the Pops Orchestra, in which Director agrees to prepare, supervise, conduct, and produce the Ocean City Pops concerts at the Music Pier which will include a minimum of thirty-five (35) annual programs and a maximum of forty-four (44) annual programs, the exact number of programs to be determined on a year-to-year basis by mutual accord between the parties to this Agreement, and to be held during the months of June through September, hereinafter know as "the Season". The City hereby acknowledges that Director as a year-round regular employee provides services that include, but are not limited to: auditioning, contracting, rehearsing, managing, supervising, and administering musicians, soloists, musical acts, musical companies, and adjunct

personnel used in connection with the production of the Pops Orchestra concerts for the Season, hereinafter services known as production services, and the Director acts as a cultural ambassador for the City, also providing services involving public relations and publicity efforts in connection with the City's and other arts and business groups' promotion of the Pops Orchestra, its Season, the City itself, hereinafter such efforts known as ancillary services.

## **ARTICLE II TERM AND TERMINATION**

A. The term of this Agreement shall be for a four (4) year period, commencing on January 1, 1999 and shall continue through and including December 31, 2002.

B. The term of this Agreement is renewable for a minimum period of two (2) years subject to renegotiation of services, consideration and other terms and conditions of employment by mutual agreement of the parties.

C. This Agreement may be terminated by mutual agreement between the parties, or for just cause by City, or by either party upon nine (9) month written notice.

## **ARTICLE III CONSIDERATION**

A. As consideration the City agrees to compensate Director for production services the following salary:

1. For the first, second & third year of the four-year term of this Agreement, January 1, 1999 through December 31, 2001; \$48,000.00 annually.
2. For the fourth year of the four-year term of this Agreement, January 1, 2002 through December 31, 2002; \$53,500.00 annually.

B. As consideration to Director for ancillary services provided and to be provided under the terms of this Agreement, City and Director agree that Director shall be compensated One Dollar (\$1.00) for the entire four (4) year term of this Agreement, to be paid upon its execution.

C. Deferred Compensation: Effective January 1, 1999, the City will annually match the Director's contribution to the Ocean City Deferred compensation plan, as administered according to State law and Ocean City policy, to a maximum of \$2,000.

#### **ARTICLE IV PRODUCTION SERVICES**

City agrees that Director shall have full artistic control and discretion to audition and to negotiate contracts for all guest soloists, special events, and musical acts in connection with the production of each Season for the two-year term of this Agreement. City shall provide a budget for the Season's production determined on a year-to-year basis as part of the City's yearly budget process. Such guest soloists, special events productions, and musical acts shall contract with the City and be paid by the City in accordance with annually budgeted amounts. The Director shall not be responsible for such payments.

#### **ARTICLE V SALARY PAYMENTS**

A. All salary payments, as provided for under Article III paragraph A of this Agreement, shall be made payable to "William Scheible". City will make payments to Director as part of City's regular employee payroll and compensation for each year shall be pro-rated over a twelve-month period with disbursements made, according to City payroll practice, throughout the calendar year for each year of the four (4) year term of this Agreement.

B. City shall make appropriate payroll contributions of social security payments, unemployment insurance, and other income tax payroll deductions on behalf of Director as required by law.

**ARTICLE XXII  
MODIFICATION**

No such modification, addition or amendment to this Agreement shall be binding unless agreed to in a writing signed by both parties herein. Any such modification, addition or amendment shall be void and unenforceable against either party unless executed by City and Director.

A. This Agreement is the complete, entire and exclusive statement of the understanding by and between City and Director with respect to Director's employment, services, and other matters set forth herein.

B. This Agreement supersedes any and all other agreements or understandings, either oral or written, between the parties and contains all the terms and conditions agreed upon by the parties.

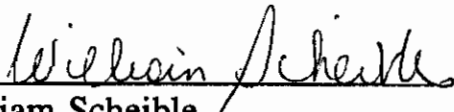
C. This Agreement shall not create any agency, partnership, association, or joint venture between the parties. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever, unless specifically agreed to in a writing signed by City and Director.

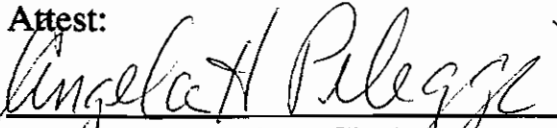
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and effective as of the day and year first written above.

THE CITY OF OCEAN CITY

ARTISTIC DIRECTOR

  
\_\_\_\_\_  
Henry S. Knight  
Mayor

  
\_\_\_\_\_  
William Scheible  
Director, Pops Orchestra

Attest:  
  
\_\_\_\_\_  
Angela Pileggi, City Clerk

Date: May 27, 1999