EMPLOYMENT AGREEMENT

BETWEEN THE BOROUGH OF COLUMBIA AND JACK BROMMER FOR THE POSITION OF BOROUGH MANAGER

This Employment Agreement ("Agreement") is entered into this 3rd day of February 2026, by and between the **Borough of Columbia**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 308 Locust Street, Columbia, PA 17512 (hereinafter referred to as the "Borough"), and **Jack Brommer** (hereinafter referred to as the "Manager"). This Agreement shall be deemed effective as of September 9, 2025.

1. Position and Term

1.1 The Borough hereby employs Jack Brommer as the Interim Borough Manager from the 9th day of September of 2025 through the 30th day of April 2026 at a rate of $2,000 per month. This is in addition to the existing duties as Chief of Police, including compensation and benefits.

1.2. The Borough hereby employs Jack Brommer as the **Borough Manager**, and the Manager hereby accepts such employment on the terms and conditions set forth herein. This position will commence on the 1st day of May 2026.

1.3. The term of this Agreement shall commence on September 9th, 2025, and shall continue in effect until terminated in accordance with Article 12, above, or with Section 1142(b)(2) of the Borough Code. The Parties understand that the Term of this Agreement shall be no later than two years after the effective date of the agreement or the date of the organizational meeting of council following the next municipal election, whichever occurs first. The Borough and the Manager may extend this Agreement consistent with the terms of the Borough Code, as amended.

2. Duties and Responsibilities

2.1. The Manager shall perform all duties as set forth in the Borough Code of Pennsylvania, the ordinances of the Borough of Columbia, and any lawful directives of the Borough Council. In addition to his other duties, the Manager will consult legal counsel in matters relating to Police department concerns.

2.2. The Manager shall be the chief administrative officer of the Borough and shall be responsible for the proper and efficient administration of the Borough's affairs, subject to the policies adopted by Borough Council.

2.3. The Manager shall devote full working time and attention to the performance of duties under this Agreement and shall not engage in any other business, employment, or consulting activities that conflict with the interests of the Borough, unless approved in writing by Borough Council.

2.4 The parties recognize that, under the terms of the Borough Code, the Manager is an at-will employee and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time for any reason or no reason. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the Borough.

3. Compensation

3.1. As the Borough Manager, the Manager shall receive an annual salary of $110,000, payable in accordance with the Borough's regular payroll schedule. The salary shall be subject to applicable federal, state, and local tax withholding's.

3.2. The Manager's salary may be reviewed annually by Borough Council and may be increased based on performance and budgetary considerations but shall not be reduced during the term of this Agreement without the Manager's consent. In addition, subsequent yearly salary increases will be at least equal to the annual base wage increase that the nonuniform bargaining unit receives and potentially higher increase as may be determined by Borough Council.

4. Benefits

4.1. The Manager shall be entitled to all benefits provided to full-time employees of the Borough, including but not limited to:

- Health, dental, and vision insurance- the Manger shall receive this benefit as other non-uniform employees;
- Life insurance and disability insurance;
- Paid vacation based on 29 years of service; sick/personal leave, holidays, bereavement leave. NOTE: No more than five (5) days of unused leave time may be carried over into the next calendar year, in accordance with the borough's existing policy.
- Participation in the Borough's non-uniform retirement plan(s);
- Reimbursement for job-related expenses to include travel and meal expenses for training and/or conferences, subject to Borough policy;
- Any accrued but unused vacation and sick leave at retirement as Chief of Police will be transferred from the Manager's current leave bank to his position as Borough Manager. The leave bank will then be managed as follows: 1/3 of existing leave totaling $22,549.90 will be paid in May 2026; 1/3 of existing leave totaling $22,549.90 will be paid in May 2027; any unused leave remaining will be paid in May 2028. It is understood that the Manager may use a portion of this leave bank time during this duration at his discretion and with Borough approval. It is also understood that the Borough will revise the dispersal amount paid in May 2028 based on leave time that was used during the previous years of employment as Manager. Any leave remaining at time of separation will be paid to the Manager consistent with Borough policy.
- Upon separation from the Borough, the Manager will be eligible for post-retirement health care benefits as defined in the Police Collective Bargaining Agreement Consistent with the Police Collective Bargaining Agreement, coverage shall cease at the time the Manager reaches age sixty- five (65) or the age of eligibility for Medicare, Medicaid, or other similar government paid health care benefits. Should the age of Medicare eligibility be raised above the age of sixty-five (65), benefits will continue until the age of Medicare eligibility.

4.2. Specific benefits shall be detailed in the Borough's Employee Handbook and/or other applicable benefit documents.

5. Performance Evaluation

5.1. The Borough Council shall conduct an annual performance evaluation of the Manager, in accordance with procedures mutually agreed upon by the Council and the Manager and the duties and responsibilities as stated in the Borough code for a Borough manager's position.

6. Professional Development

6.1. The Borough encourages continued professional development. The Manager may attend professional conferences, seminars, and training related to municipal management, subject to budgetary approval and Council consent.

6.2. The Borough shall pay for reasonable expenses associated with such activities, including registration, travel, meals, and lodging.

6.3 The Borough requires that the Manager obtain his Certified Borough Official (CBO) designation within 3 years from the signing of this document.

7. Bonding

7.1 The Borough shall bear the full cost of any fidelity or other bonds required of the Manager under any law, ordinance, or contract.

8. Indemnification

8.1. To the fullest extent permitted by law, the Borough agrees to defend, indemnify, and hold harmless the Manager from any claims, demands, or lawsuits, including costs and attorney's fees arising out of the performance of his official duties, except for actions involving gross misconduct.

9. Termination

9.1. **Termination by the Borough**

The Borough may terminate this Agreement:

- For **cause**, with immediate effect upon written notice, including but not limited to gross misconduct, criminal activity, or breach of this Agreement; or **Without cause**.

9.2. **Termination by the Manager**

The Manager may resign at any time by providing at least sixty (60) days' written notice to Borough Council, unless otherwise mutually agreed.

9.3. **Severance**

If terminated without cause, the Manager shall be entitled to severance pay equal to 3 months with an additional month for each completed year of service after the Manager's first year of completed service, up to a maximum of 6 months. No other form of separation —resignation, death, retirement, termination for cause—shall qualify the Manager for payment of a severance amount.

10. General Provisions

10.1. **Entire Agreement**

This document contains the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect.

10.2. **Amendment**

This Agreement may be amended only in writing, signed by both parties.

10.3. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10.4. **Severability**

If any provision is held invalid, the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

BOROUGH OF COLUMBIA

By: _____

President, Borough Council

Date: 2/3/26

JACK BROMMER

Signature: _____

Date: 2/9/26