



Town of Dewey Beach

www.townofdeweybeach.com

105 Rodney Avenue
Dewey Beach, DE 19971
P: (302)227-6363

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RESOLUTION NO.

5 A RESOLUTION TO RENEW THE EMPLOYMENT CONTRACT BETWEEN THE TOWN OF DEWEY BEACH 6 AND POLICE CHIEF CONSTANCE SPEAKE

7 **WHEREAS**, the Town of Dewey Beach previously entered into an employment contract with
8 Constance Speake for the position of Chief of Police, which contract was duly executed on January 20,
9 2023; and

10 **WHEREAS**, Chief Constance Speake has served the Town of Dewey Beach in the role of Police
11 Chief pursuant to that contract and has provided leadership, oversight, and professional management of
12 the Dewey Beach Police Department; and

13 **WHEREAS**, the Town Council desires to continue the employment of Constance Speake as Police
14 Chief in order to promote continuity, stability, and effective law enforcement services for the Town; and

15 **WHEREAS**, the Town Council has reviewed and approved the terms of a renewed employment
16 contract between the Town of Dewey Beach and Constance Speake.

17 **NOW THEREFORE, BE IT RESOLVED** by the Mayor and Town Council that the Town of Dewey
18 Beach hereby accepts the contract attached hereto and incorporated herein by this reference as though
19 restated in full.

20 Approved by majority vote of the Dewey Beach Town Council on February 13, 2026.

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Mayor, William Stevens

Town Manager, Bill Zolper



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POLICE CHIEF EMPLOYMENT AGREEMENT

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7 This employment agreement (the "Agreement") is made and entered into effect April 1, 2026, by
8 and between Constance Speake, of Sussex County Delaware ("Police Chief"), and the Town of
9 Dewey Beach, a Delaware Municipal Corporation (hereinafter alternatively referred to as "Town
10 Council", "Town Commissioners" and "Employer").

11

12 WHEREAS, the parties desire to enter into an agreement setting forth the terms and
13 conditions of their employment relationship;

14

15 NOW, THEREFORE, in consideration of the mutual covenants herein contained, Police
16 Chief and Employer acknowledge and agree as follows:

17

18 1. **Term of Employment.** The Term of this Agreement is effective as of the date above stated
19 and shall continue through the close of business on April 1, 2029.

20

21 2. **Duties and Position.** Police Chief shall faithfully, competently, and to the best of her
22 abilities serve as Chief of Police. Pursuant to Section 19(a) of the Town Charter, Police
23 Chief shall be subject to the direction of the Town Manager acting on behalf of the Town
24 Commissioners. Police Chief will devote her full time, attention, and energies to the
25 business of the Employer. During the term of her employment, Police Chief shall not be
26 prohibited from making personal investments in any other businesses provided those
27 investments do not require active involvement in the operation of said businesses and
28 provided further that said businesses are not adverse to Employer. Police Chief shall notify
29 the Town Manager of any outside business or investments in the Town of Dewey Beach and
30 shall supply information concerning such interests upon request.

31

32 Police Chief shall be responsible for the supervision of daily operations of the Police
33 Department and all Department personnel. Overseeing and directing all activities of the
34 Police Department employees including evaluation, discipline, scheduling, training, hiring,
35 and termination of police department employees. Disciplinary actions against sworn
36 officers will be in accordance with the Dewey Beach Police Department Policy Manual,
37 applicable provisions of the then current Fraternal Order of Police Lodge #22 Dewey Beach
38 Officers Association Contract, and applicable state statutes. Employees shall consult and
39 communicate all termination recommendations to the Town Manager prior to dismissing
40 any police employees. Dismissal of sworn police employees shall be in accordance with
41 Title 11, Chapter 92, Law Enforcement Officer's Bill of Rights, applicable provisions of the
42 then current Fraternal Order of Police Lodge #22 Dewey Beach Officers Association

43 Contract, and the Dewey Beach Police Policy Manual and the Dewey Beach Employee
44 Policy manual, as amended.

45
46 In consultation with the Town Manager, the Police Chief shall develop an annual budget for
47 consideration of the Town Council. Police Chief agrees to perform such functions and
48 duties required of her by the Employer in the administration of the Police Department. The
49 Police Chief agrees to cooperate with any independent expert(s) in Municipal Law
50 Enforcement approved by the Town Council in the administration of an organizational
51 analysis of the department. The Police Chief shall also be responsible for planning
52 strategies for department operations and for developing training methods. Police Chief
53 shall arbitrate citizen and personnel complaints.

54
55 Police Chief shall be responsible for maintaining the discipline of department personnel,
56 the issuing of orders, rules, regulations, policies and procedures; and the assignment of
57 shifts and duties of all department personnel.

58
59 Police Chief, in consultation with the Town Manager, shall act as a spokesperson for
60 department matters as they pertain to the Town of Dewey Beach and all outside agencies.
61 Police Chief shall propose her own full-time schedule, which shall be submitted to the
62 Town Manager for review and to Town Council for approval. If required, Police Chief shall
63 attend regular Town Council Meetings and will be excused while on vacation or medical
64 leave. Police Chief shall provide a written monthly report to the Town Manager and Town
65 Council in writing in order to ensure the proper communication between the Town Council,
66 Town Manager and the Police Department.

67
68 Police Chief shall be responsible to establish all plans, policies and procedures related to
69 police department operations; including establishing weapons, ammunition, uniforms,
70 equipment and vehicle specifications for the Police Department.

71
72 Police Chief shall be responsible for planning, organizing, directing, staffing and
73 coordinating police operations, including so-called “paid details”, mutual aid, regional task
74 force or similar enforcement efforts, and coordination with the Delaware State Police
75 where the Police Chief deems it appropriate.

76
77 Police Chief shall be subject to the Town personnel policies as adopted by the Town
78 Council and any and all revisions/amendments as adopted, the Police Bill of Rights and the
79 Dewey Beach Police Policy Manual. Where a discrepancy may occur between this
80 Agreement and a Town personnel policy, the Employment Agreement shall prevail.

81
82 3. **Compensation.** As compensation for Police Chiefs service, Employer agrees to pay Police
83 Chief an annual base salary of \$125,000.00. The Police Chief will receive a 5% raise each
84 year.

85

86 4. **Benefits.** During the term of Police Chiefs employment pursuant to this Agreement,
87 Employer shall provide Police Chief with Police Chief benefits as set forth in the Employee
88 Handbook, as the same now exists or may from time-to-time hereafter be amended by the
89 Town Council. Vacation and sick leave will accrue as set forth in the Employee Handbook.
90

91 5. **Expenses and Vehicle.** Reasonable expenses incurred by the Police Chief shall be subject
92 to limitations established by the Employer's annual budget. Employer recognizes that to
93 perform her duties, Police Chief will incur expenses and that a necessary requirement of
94 her employment is the ability to respond to police emergencies at all times; therefore:
95

96 A. **Expenses.** Upon the approval of the Town Manager, Employer shall reimburse Police
97 Chief for all reasonable and necessary business expenses, including but not limited to,
98 travel, auto mileage, and promotional expenditures, provided that Police Chief submits
99 to Employer, in a timely fashion, documentation and expense reports pursuant to the
100 Employee Handbook and as may be necessary to substantiate the propriety of such
101 expense under State law.
102

103 B. **Automobile.** Police Chief shall be furnished with a police vehicle, gasoline, and
104 maintenance for use in the performance of Employer's business. As a condition of
105 employment and in order to respond to police emergencies, Police Chief is permitted to
106 use the vehicle to commute to work and to home. Police Chief will follow the Dewey
107 Beach Police Department SOP for use of the Dewey Beach Police Vehicle.
108

109 6. **Termination of Employment.** Police Chiefs employment may be terminated before the
110 expiration of the term of this Agreement only as follows:
111

112 A. **Upon Death of Police Chief.** Police Chief's employment under this Agreement shall
113 terminate automatically upon the death of Police Chief. Employer shall pay the Police
114 Chief's estate Police Chief's base salary, at the then current rate, through the date of
115 death, plus a lump sum cash payment in an amount equivalent to Police Chief's
116 accrued but unused vacation time and sick leave at Police Chief's then current base
117 salary rate.
118

119 B. **Upon Police Chiefs Resignation.** Police Chief agrees to give thirty (30) days' prior
120 notice if she resigns from her position. Employer shall pay to Police Chief her base
121 salary through the effective date of termination at the then current rate, plus a lump
122 sum cash payment in an amount equivalent to Police Chief's accrued but unused
123 vacation time and sick leave at Police Chief's then current base salary rate, subject to
124 any cap on such payment pursuant to the personnel policies existing at the time the
125 Agreement is signed. Police Chief's salary and benefits shall not be reduced during the
126 notice period prior to the effective date of her termination pursuant to the section.
127

128 C. **Termination For Just Cause.** Police Chief's employment under this Agreement may be
129 terminated for just cause in accordance with the provisions of Title 11 of the Delaware
130 Code, Chapter 93, entitled "Police Chief Due Process" (11 Del. C. § 9301 et seq.).
131

132 D. **Expiration of Agreement.** At the time of the expiration of this Agreement, should
133 Employer elect not to renew Police Chief's employment contract, Employer may
134 remove from office the Police Chief in accordance with the provisions of Title 11 of the
135 Delaware Code, Chapter 93, entitled "Police Chief Due Process" (11 Del. C. § 9301 et
136 seq.).
137

138 Immediately upon the effective date of termination of Police Chief's
139 employment, Police Chief shall cease to perform any activities on behalf of and will
140 cease to hold herself out as representing Employer and will forfeit and return all Town-
141 issued equipment, uniforms, and other Town-owned property assigned to or in the
142 possession of the Police Chief.
143

144 E. Failure to satisfy a condition set forth in Section 1 above.
145

146 7. **Confidential Information.** Police Chief will not, except in the performance of Police Chief's
147 duties under this Agreement, disclose to any other person or use in any way any of
148 Employer's confidential information, including but not limited to: financial information,
149 training manuals, list of service providers; accounts receivable; names or addresses of
150 suppliers; data or information relating to records, residents, investigations, or management
151 studies; or any business contracts or other confidential information relating to Employer or
152 its business. Police Chief hereby confirms that all such data and information are the
153 exclusive property of Employer. Upon termination of Police Chief's employment for any
154 reason, Police Chief agrees to return to Employer all property of Employer, if any, in Police
155 Chief's possession, as well as all books, papers, records, documents, or other data relating
156 to the confidential information referred to herein.
157

158 8. **Provisions of General Applicability.**
159

160 A. **Amendment.** No amendment or modification of this Agreement shall become effective
161 unless authorized by the Town Commissioners and made in writing and signed by the
162 Mayor and Police Chief. No oral amendments between the Employer and Police Chief
163 will be recognized.
164

165 B. **Severability.** If any provision of this Agreement shall be deemed or held to be invalid or
166 unenforceable for any reason whatsoever, then such invalidity or unenforceability shall
167 not affect any other provisions of this Agreement which may be given effect without
168 such invalid or unenforceable provision, and to this end, the provisions of this
169 Agreement are hereby declared to be severable.
170

171 **C. Merger and Incorporation.** Except as otherwise provided herein, this Agreement
172 constitutes the entire agreement between the parties, and there are no
173 representations, warranties, covenants, or obligations except as set forth herein. This
174 Agreement supersedes all prior and contemporaneous agreements, understandings,
175 negotiations, and discussions, written or oral, of the parties hereto, relating to the
176 employment of Police Chief contemplated by this Agreement. Except as otherwise
177 especially provided herein, nothing in this Agreement is intended to nor shall it be
178 construed to confer upon or to give any person other than the parties hereto any rights
179 or remedies under or by reason of this Agreement.

180
181 **D. Waiver of Breach.** The waiver by either party hereto of a breach of any provision of this
182 Agreement shall not operate or be construed as a waiver of any subsequent breach by
183 either party.

184
185 **E. Governing Law.** This Agreement shall be governed by and construed and enforced in
186 accordance with the laws of the State of Delaware.

187
188 **F. Indemnification.** Pursuant to Article IX of the Town Charter of the Town of Dewey
189 Beach, Police Chief shall be indemnified from liability arising out of actions taken in the
190 performance of official duties in good faith and reasonably believed to be not opposed
191 to the best interest of the Town; or, with respect to any criminal action or proceeding, in
192 instances where Police Chief had no reasonable cause to believe her or her conduct
193 was unlawful.

194
195 **G. Assistance in Litigation.** Police Chief shall upon reasonable notice, furnish such
196 information and proper assistance to the employer as it may reasonably require in
197 connection with any litigation in which it is, or may become, a party either during or after
198 the term of this Agreement. If the Police Chief is no longer employed by the Town when
199 she renders such assistance, she shall be compensated for her time by the Town at her
200 last rate of pay.

201 IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

202 BY: _____

203 Bill Stevens, Mayor

Witness

204 Date: _____

Date: _____

205 BY: _____

206 Constance Speake, Police Chief

Witness

207 Date: _____

Date: _____