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RESOLUTION NO.

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

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

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

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

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

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

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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



POLICE CHIEF EMPLOYMENT AGREEMENT

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

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

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

1. **Term of Employment.** The Term of this Agreement is effective as of the date above stated and shall continue through the close of business on April 1, 2029.
2. **Duties and Position.** Police Chief shall faithfully, competently, and to the best of her abilities serve as Chief of Police. Pursuant to Section 19(a) of the Town Charter, Police Chief shall be subject to the direction of the Town Manager acting on behalf of the Town Commissioners. Police Chief will devote her full time, attention, and energies to the business of the Employer. During the term of her employment, Police Chief shall not be prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said businesses and provided further that said businesses are not adverse to Employer. Police Chief shall notify the Town Manager of any outside business or investments in the Town of Dewey Beach and shall supply information concerning such interests upon request.

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

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

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

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

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

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

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

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

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

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.
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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:
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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.
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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.
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109 6. **Termination of Employment.** Police Chiefs employment may be terminated before the
110 expiration of the term of this Agreement only as follows:
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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.
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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.
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C. **Termination For Just Cause.** Police Chief's employment under this Agreement may be terminated for just cause in accordance with the provisions of Title 11 of the Delaware Code, Chapter 93, entitled "Police Chief Due Process" (11 Del. C. § 9301 et seq.).

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

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

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

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

8. **Provisions of General Applicability.**

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

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

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

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

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

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

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

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

BY: _____

Bill Stevens, Mayor

Date:

Witness

Date:

BY: _____

Constance Speake, Police Chief

Date:

Witness

Date: