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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2023-R-082**

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**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF  
TINLEY PARK AND THE PEOPLE’S ANIMAL WELFARE SOCIETY (P.A.W.S)  
FOR IMPOUNDMENT POLICIES AND FEES**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O’CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DENNIS P. MAHONEY**  
**MICHAEL G. MUELLER**  
**KENNETH E. SHAW**  
**COLLEEN M. SULLIVAN**  
**Board of Trustees**

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**RESOLUTION NO. 2023-R-082**

**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE PEOPLE'S ANIMAL WELFARE SOCIETY (P.A.W.S) FOR IMPOUNDMENT POLICIES AND FEES**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered amending an Agreement with the People's Animal Welfare Society (P.A.W.S.), a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said amended Agreement be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 2<sup>nd</sup> day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Brennan, Mahoney, Shaw, Sullivan

**NAYS:** None

**ABSENT:** Mueller

**APPROVED** this 2<sup>nd</sup> day of August, 2023, by the President of the Village of Tinley Park.

  
Village President

**ATTEST:**  
  
Village Clerk

# **EXHIBIT 1**

## **VILLAGE OF TINLEY PARK** **AGREEMENT FOR P.A.W.S.**

This Agreement is entered into and effective this 6<sup>th</sup> day of March 2012 ("Effective Date"), by and between by the Village of Tinley Park (hereinafter referred to as "The Village") and the People's Animal Welfare Society (hereinafter referred to as "P.A.W.S.") for impoundment compensation for housing animals at the P.A.W.S. facility brought in by the Village of Tinley Park Police Department.

1. P.A.W.S. agrees to provide shelter, food and other humane treatment in accordance with all applicable requirements of the Village of Tinley Park and the State of Illinois. P.A.W.S. further agrees to act as the receiving agency for impoundment and sheltering purposes with respect to all animals brought to P.A.W.S. by authorized personnel of the Village of Tinley Park.
  - a. The role and responsibility of the Tinley Park Police Department is as follows:
    - i. The Tinley Park Police Department Animal Control Officer (ACO), or in absence of the ACO, a Tinley Park Police Department Community Service Officer (CSO) will deliver reported stray animals to the P.A.W.S. facility.
    - ii. Only those stray animals located within the corporate boundaries of the Village of Tinley Park will be transported to the P.A.W.S. facility.
    - iii. The ACO and CSO will have access to the holding area for the temporary holding of any impounded animals.
    - iv. The ACO and CSO will follow current police department policy dictating the impound procedure.
2. The Village of Tinley Park will continue to make an annual contribution to P.A.W.S. in the amount of \$8000.00 as recommended and approved by the Village Board resulting from the annual budget process. Contributions are subject to annual review, and are subject to change by the Village in its sole discretion.
  - a. The Village's fiscal year currently runs from May 1st through April 30th of the following calendar year. If P.A.W.S wishes to submit a request for the Village to consider an increase in the

Village's annual contribution for the next Village budget year, such requests shall be made in writing no later than the end of the calendar year (example: a request submitted for consideration in the Village's fiscal year ending April 30, 2013 must be received no later than December 31, 2011).

- b. Any request to increase the annual contribution shall be substantiated with qualified data to include the number of impounded animals, numbers of animals released to owners, total impound fees collected for the previous budget year, and costs incurred to provide such services.
  - c. Any decision to increase the annual contribution will be subject to the provisions of the annual budget process.
  - d. Any additional funding in excess of the \$8000.00 annual contribution shall be made by the Village in its sole discretion
  - e. The Village's annual fiscal year budget is normally adopted and approved in April of each year. Any items contemplated in the fiscal budget remain in tentative draft form and subject to change until the final approval of the budget. Accordingly, the Village cannot provide final confirmation of the amount of the annual contribution until the budget is formally adopted. If the Village's annual contribution will be greater than the amount established under this agreement (e.g. more than \$8,000.00), regardless of whether such increase was in consideration of a request for an increased contribution submitted by P.A.W.S. in accordance with this agreement, or by the Village's sole discretion, the Village shall provide P.A.W.S. notice of the approved annual contribution as early as practical, but no later than 90 days of adopting the Village's budget. Such notice will only occur if the amount of the annual contribution is different than established in this agreement.
3. P.A.W.S. will collect all impoundment fees pertaining to the dogs and cats brought in by the Village of Tinley Park Police Department. Impoundment fees; will be set and enforced by P.A. W.S.

- a. P.A.W.S. personnel may accept impound fees from, and release impounded animals to the reclaiming owner during operating hours.
  - b. The impound fee shall be collected at the P.A.W.S. facility in payment format(s) of their choosing.
  - c. The Village will retain all fines generated from the issuance of citations for ordinance violations.
    - i. Fines from ordinance violation citations are payable at the Tinley Park Police Department.
4. P.A.W.S. shall keep full and accurate records of all impounded dogs and cats brought in by the Village of Tinley Park Police Department, their length of stay and the amounts to be collected from the reclaiming owner.
  - a. P.A.W.S. will provide the Chief of Police with quarterly reports and an annual report to include all animals impounded by the Tinley Park Police Department, the  
  
inspection by any authorized representative of the Village of Tinley Park upon written request submitted to the Secretary of P.A.W.S. at least 48 hours in advance of the requested inspection.
5. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least ninety (90) days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.

6. This agreement can only be amended by either party giving written notice to the other at least ninety (90) days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement. Any amendment to this agreement will be effective only with signed written consent from both parties.
7. It is expressly agreed that the Village shall at no time assume any responsibility or liability for any animal while it is in the care or custody of P.A.W.S. P.A.W.S. agrees to fully defend, indemnify and hold harmless the Village, its officers, Board members, employees, agents and representatives from and against any and all costs, liabilities or damages, of whatever form or nature, including without limitation any attorneys' fees or costs, asserted against them or sought to be imposed on them for any animal while it is in the care or custody of P.A.W.S. P.A.W.S. agrees to maintain during the term of this agreement a comprehensive general liability insurance policy acceptable to the Village which names the Village as an additional insured.
8. This is the entire agreement of the parties hereto and it supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this agreement which are not fully expressed herein.

VILLAGE OF TINLEY PARK

PEOPLE'S ANIMAL WELFARE SOCIETY  
(P.A.W.S.)

Michael W. Glog  
Village President

By: Margaret Simon

Its: Vice President

Date: 8/2/2023

Date: 8/23/2023

STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-082, “**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE PEOPLE’S ANIMAL WELFARE SOCIETY (P.A.W.S) FOR IMPOUNDMENT POLICIES AND FEES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2<sup>nd</sup>, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2<sup>nd</sup> day of August, 2023.

  
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VILLAGE CLERK