

**INTERLOCAL AGREEMENT REGARDING  
ALLOCATION OF REVENUE FROM PUBLIC SAFETY LOCAL INCOME TAX  
AMONG SHELBY COUNTY, CITY OF SHELBYVILLE, TOWN OF ST. PAUL, TOWN  
OF EDINBURGH, TOWN OF MORRISTOWN, AND TOWN OF FAIRLAND**

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and among SHELBY COUNTY (“County”), CITY OF SHELBYVILLE by its Common Council and Board of Public Works and Safety, TOWN OF ST. PAUL, TOWN OF EDINBURGH, TOWN OF MORRISTOWN, and TOWN OF FAIRLAND (collectively, “Municipalities”).

**WHEREAS**, on January 20, 2026, the Shelby County Council adopted Resolution 2026-01 authorizing the allocation of local income tax revenue for public safety to fire departments in Shelby County, Indiana, that provide fire protection or emergency medical services within Shelby County, Indiana or serves a political subdivision that is not entitled to receive a distribution of tax revenue from the local income tax for public safety purposes;

**WHEREAS**, the Indiana Department of Local Government Finance (“DLGF”) certified the distribution of local income tax (“LIT”) revenue for public safety received by Shelby County, Indiana;

**WHEREAS**, the DLGF’s certification of Shelby County, Indiana’s LIT for public safety did not account for allocation of revenue to Shelby County’s fire departments pursuant to Shelby County Council Resolution 2026-01;

**WHEREAS**, the County and Municipalities have determined that it is mutually beneficial to enter into an Interlocal Agreement in order to allocate a certain amount of revenue from the LIT for public safety to Shelby County’s fire departments; and

**WHEREAS**, the County and Municipalities desire to enter into an Interlocal Agreement pursuant to Ind. Code § 36-1-7 *et al.* for the purpose of allocating a certain amount of revenue from the LIT for public safety to Shelby County’s fire departments.

**NOW THEREFORE**, in consideration of the following terms and conditions, including the above-mentioned recitals, and for valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Authority.** The County and Municipalities enter into this Interlocal Agreement pursuant to Ind. Code § 36-1-7 *et al.*
3. **Effective Date.** This Interlocal Agreement shall be effective and continue from January 1, 2026, through December 31, 2026.

4. **Allocation of LIT Revenue.** The County and Municipalities agree that the allocation of LIT for public safety for the County and Municipalities in 2026 shall be as set out below in the column designated as “2026 Adjusted Unit Share.” Furthermore, the County and Municipalities agree that the amounts set forth below in the column designated as “Difference” shall be allocated to Shelby County’s fire departments as set out in Shelby County Council Resolution 2026-01. The County Auditor shall be responsible for distributing LIT revenue for public safety pursuant to the terms of this Interlocal Agreement.

<u>Unit Name</u>	<u>2026 Certified Unit Share</u>	<u>2026 Adjusted Unit Share</u>	<u>Difference</u>
Shelby County	\$ 1,849,996.00	\$ 1,541,663.33	\$ 308,332.67
City of Shelbyville	2,284,939.00	1,904,115.83	380,823.17
Town of St. Paul	5,189.00	4,324.17	864.83
Town of Edinburgh	61,971.00	51,642.50	10,328.50
Town of Morristown	85,449.00	71,207.50	14,241.50
Town of Fairland	79,262.00	66,051.67	13,210.33
Totals	<u>\$ 4,366,806.00</u>	<u>\$ 3,639,005.00</u>	<u>\$ 727,801.00</u>

5. **Ongoing Obligations.** This Interlocal Agreement is expressly contingent upon the County’s continued levy by County ordinances and resolutions of the LIT for public safety as authorized by law, for the term of this Interlocal Agreement. If the County’s LIT for public safety, for any lawful reason, is repealed, sunset, or otherwise terminated by the County as to its effectiveness, this Interlocal Agreement will automatically terminate and shall be of no further force and effect.

6. **Authority.** The parties hereto each represent that they now possess the lawful authority to enter into this Interlocal Agreement. The terms and conditions of this Interlocal Agreement shall extend to and bind the successors and assigns of the County and Municipalities.

7. **Merger.** This agreement constitutes the entire agreement of the parties regarding the subject matter hereof. This Interlocal Agreement may only be modified in writing, signed by authorized representatives of the parties.

8. **Records.** The parties will each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party of this agreement to the other party, will remain the property of the furnishing party, unless otherwise

agreed. Pursuant to Indiana Code § 36-1 -7-4(a)(3), the parties hereby delegate the duty to receive, disburse, and account for all monies associated with the LIT for public safety and related accounting to the County.

9. **Governing Law.** The parties agree that the laws of the State of Indiana apply to govern this Agreement, and that preferred venue is Shelby County, Indiana.

10. **Assignment.** The benefits and obligations provided under this Interlocal Agreement, and any claim arising hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other parties.

11. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

12. **Severability.** If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

13. **Fiscal Body Approval.** Pursuant to Indiana Code § 36-1-7-4(a)(2) the parties' respective fiscal bodies have reviewed and approved of this Interlocal Agreement prior to the respective executive bodies.

**IN WITNESS WHEREOF**, the parties hereby execute the Interlocal Agreement effective on the date identified above, although signatures may be affixed on different dates.

[Signatures on Following Pages]

**CITY OF SHELBYVILLE**

By and through its Board of Works

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Furgeson, Mayor

\_\_\_\_\_  
Tom Reeves, Member

\_\_\_\_\_  
Rod Meyerholtz, Member

ATTEST:

\_\_\_\_\_  
Scott Asher, Clerk-Treasurer

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## Fwd: Public Safety Interlocal Agreement

1 message

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Town Of St Paul Clerk-Treasurer <stpaulclerktreas@tds.net>

Wed, Feb 11, 2026 at  
10:31 AM

To: Alyssa Hall <ahall47272@gmail.com>

Thank you,  
Adina Roberts

Begin forwarded message:

**From:** Amy Glackman <aglackman@co.shelby.in.us>  
**Date:** February 11, 2026 at 7:26:08 AM EST  
**To:** "Shea Fink (treasurer@fairlandin.org)" <treasurer@fairlandin.org>, Scott Asher <sasher@cityofshelbyvillein.com>, Morgan Meads <meads@morristown.in.gov>, "Town of St. Paul" <stpaulclerktreas@tds.net>, rbarrett@edinburgh.in.us  
**Cc:** Jody Butts <jodybutts@srtrial.com>  
**Subject:** Public Safety Interlocal Agreement

Attached is the Interlocal Agreement that I emailed everyone about. This just says your town is ok with the county withholding the Public Safety money out of your Public Safety distribution for the Volunteer Fire Departments in the County. Please present this to your town council and have them sign and return just your signature page to me ASAP. If you need me to attend your meeting to explain more, please let me know.

Thanks

Amy L. Glackman

Shelby County Auditor

317-392-6310