



MEMORANDUM OF UNDERSTANDING

Between Stephens County and the City of Breckenridge

Regarding the Appointment and County-Level Duties of the Stephens County Fire Marshal

This Memorandum of Understanding (MOU) is entered into this day of , 2025, by and between Stephens County, Texas (“the County”) and the City of Breckenridge, Texas (“the City”).

I. PURPOSE

The purpose of this MOU is to formalize the appointment of **Malcolm Bufkin** as the **Stephens County Fire Marshal** and to define his official duties within Stephens County, while affirming that his responsibilities to the City of Breckenridge will remain his top priority.

II. APPOINTMENT

Stephens County hereby appoints Malcolm Bufkin as the **Stephens County Fire Marshal**, effective , 2025. He shall serve under the direction of the Stephens County Commissioners Court and coordinate closely with the City of Breckenridge.

III. DUTIES OF THE FIRE MARSHAL (COUNTY RESPONSIBILITIES)

The Fire Marshal’s responsibilities to **Stephens County** outside the City of Breckenridge shall include:

1. **Fire Investigation**
Investigate the origin and cause of fires in unincorporated areas.
Prepare reports and work with law enforcement when criminal activity is suspected.
2. **Burn Ban Oversight**
Monitor weather and drought conditions and make recommendations to the Commissioners Court regarding burn bans.
Educate the public on restrictions and issue citations if necessary.
3. **Coordination with Volunteer Fire Departments**
Serve as liaison between the County and local volunteer fire departments.
Support inter-agency coordination and planning for rural fire response.

IV. PRIORITY OF SERVICE TO THE CITY OF BRECKENRIDGE

Both the County and the City agree that, while the Fire Marshal serves in a countywide role, **his duties to the City of Breckenridge shall take precedence** in matters of scheduling, inspections, investigations, and emergency response.



V. TERM AND TERMINATION

This MOU shall remain in effect until terminated by either party with thirty (30) days written notice. Amendments to this agreement may be made in writing with the consent of both parties.

SIGNED AND AGREED:

For Stephens County:

Michael C. Roach
County Judge
Stephens County, Texas

For the City of Breckenridge:

Bob Sims
Mayor
City of Breckenridge, Texas