

ORDER NO. \_\_\_\_\_

**ORDER OF THE BROWN COUNTY COMMISSIONERS COURT APPROVING AND  
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN BROWN  
COUNTY AND THE CITY OF EARLY, TEXAS FOR FIRE MARSHAL  
INVESTIGATIVE SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

STATE OF TEXAS

COUNTY OF BROWN

On this the 20 day of July, 2026, the Brown County Commissioners Court convened in regular.

WHEREAS, Texas Local Government Code Chapter 791, the Interlocal Cooperation Act, authorizes counties to contract with municipalities and other local governments for governmental functions and services, including fire protection and public safety services; and

WHEREAS, the City of Early, Texas employs Seth Ringler, a State-certified fire investigator and fire inspector pursuant to the Texas Commission on Fire Protection, qualified to conduct fire origin and cause investigations; and

WHEREAS, the County desires to engage the City of Early to provide fire marshal investigative services limited to fire origin and cause determinations within Brown County, excluding the City of Brownwood, which maintains its own fire marshal, and excluding the incorporated cities of Early and Bangs; and

WHEREAS, the Commissioners Court has determined that entering into such an agreement serves the public interest and promotes the health, safety, and welfare of the citizens of Brown County; and

WHEREAS, the City Council of the City of Early has authorized execution of the Memorandum of Understanding by Resolution No. 2026-R19

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF  
BROWN COUNTY, TEXAS, THAT:**

SECTION 1. The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference as if fully set out.

SECTION 2. The Brown County Commissioners Court hereby approves the Memorandum of Understanding Between Brown County and the City of Early, Texas for Fire Marshal Investigative Services, attached hereto as Exhibit A and incorporated herein by reference.

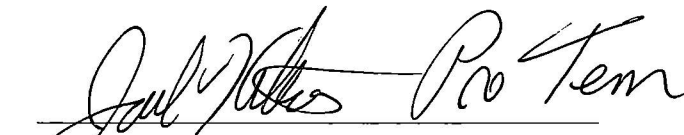
July 20, 2026 (Exhibit #14)

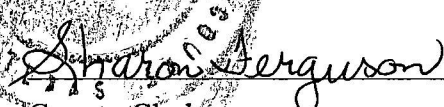
SECTION 3. The Brown County Judge is hereby authorized and directed to execute the Memorandum of Understanding on behalf of Brown County, Texas.

SECTION 4. This Order shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the Brown County Commissioners Court on this 20 day of July, 2026, by a vote of 4 to 0.

**APPROVED:**

  
\_\_\_\_\_  
Tom Munson, County Judge  
Brown County, Texas

  
  
\_\_\_\_\_  
County Clerk  
Brown County, Texas

*NOTE: Exhibit A (Memorandum of Understanding Between Brown County and the City of Early for Fire Marshal Investigative Services) is attached hereto and incorporated by reference.*

**RESOLUTION NO. 2026-R19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EARLY, TEXAS,  
APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EARLY AND BROWN COUNTY FOR FIRE MARSHAL  
INVESTIGATIVE SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Early, Texas is a general-law municipality duly created and existing under the laws of the State of Texas; and

**WHEREAS**, the Texas Local Government Code, Chapter 791 (the Interlocal Cooperation Act), authorizes local governments to contract with one another for governmental functions and services, including fire protection and public safety services; and

**WHEREAS**, the City employs Seth Ringler, a State-certified fire investigator and fire inspector, qualified to conduct fire origin and cause investigations; and

**WHEREAS**, Brown County has requested that the City provide fire marshal investigative services within the unincorporated areas of Brown County and within incorporated municipalities in Brown County that do not otherwise have their own fire marshal; and

**WHEREAS**, the City Council has determined that entering into such an agreement serves the public interest and is consistent with the City's governmental purposes; and

**WHEREAS**, the parties desire to set forth the terms and conditions under which such services shall be provided;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EARLY, TEXAS, THAT:**

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein as if fully set out.

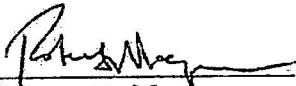
SECTION 2. The City Council of the City of Early hereby approves the Memorandum of Understanding Between the City of Early and Brown County for Fire Marshal Investigative Services, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the City of Early.

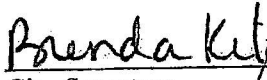
SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Early, Texas, on this 14  
day of July, 2026.

**APPROVED:**

  
Robert Mangrum, Mayor  
City of Early, Texas

**ATTEST:**

  
Brenda Kite  
City Secretary  
City of Early, Texas



**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF EARLY, TEXAS**

**AND**

**BROWN COUNTY, TEXAS**

**FOR FIRE MARSHAL INVESTIGATIVE SERVICES**

STATE OF TEXAS

COUNTY OF BROWN

THIS MEMORANDUM OF UNDERSTANDING is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF EARLY, TEXAS, a general-law municipality (hereinafter the City), and the COUNTY OF BROWN, STATE OF TEXAS (hereinafter the County), each acting by and through its duly authorized officials.

**RECITALS**

WHEREAS, Texas Local Government Code Chapter 791, the Interlocal Cooperation Act, authorizes local governments of the State of Texas to contract with one another for governmental functions and services, including fire protection and public safety services; and

WHEREAS, the City employs Seth Ringler, a State-certified fire investigator and fire inspector pursuant to the Texas Commission on Fire Protection, qualified to conduct fire origin and cause investigations; and

WHEREAS, the County desires to engage the City to conduct fire origin and cause investigations within Brown County, excluding the Cities of Brownwood, Early and Bangs; and

WHEREAS, the parties have determined that this Agreement is in the public interest and serves the health, safety, and welfare of the citizens of Brown County and the City of Early;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PURPOSE AND LEGAL AUTHORITY**

This Agreement is entered into pursuant to the authority granted by Chapter 791 of the Texas Local Government Code (Interlocal Cooperation Act) and any other applicable provisions of

Texas law. The purpose of this Agreement is to establish the terms and conditions under which the City will provide fire marshal investigative services to the County.

## **2. TERM**

This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and shall continue for one (1) year. It shall automatically renew for successive one (1) year terms unless either party provides the other with thirty (30) days' prior written notice of intent to terminate.

## **3. SCOPE OF SERVICES**

3.1 Fire Origin and Cause Investigation Only. The City shall provide fire investigation services limited exclusively to the determination of the origin and cause of fires within the geographic area described in Section 4 of this Agreement. The City's obligations under this Agreement do not include and shall not be construed to include:

- Criminal investigation of arson or any related criminal offense. Upon a determination that a fire may involve criminal activity, the City shall notify the County and the County shall be responsible for all subsequent criminal investigation.
- Fire inspections of any kind, including code compliance or safety inspections.
- Any investigative services not expressly described in this Agreement.

3.2 Notification. All requests for fire investigation services shall be made by official request of an authorized representative(s) of the County to the City's Fire Marshal.

## **4. SERVICE AREA**

Services under this Agreement shall be provided within Brown County, Texas, excluding the following jurisdictions, which are expressly excluded from the scope of this Agreement:

- The City of Brownwood
- The City of Early; and
- The City of Bangs.

## **5. AVAILABILITY AND CONTINUITY OF SERVICE**

5.1 Reasonable Efforts. The City will make reasonable efforts to respond to County requests for fire investigation services in a timely manner. However, the City's obligation to respond is subject to the availability of the City's Fire Marshal and the City's minimum staffing and operational requirements for the Early Fire Department.

5.2 Backup Coverage. In the event that the City's Fire Marshal is unavailable due to scheduling, shift assignment, leave, illness, or any other circumstance that prevents response consistent with minimum staffing requirements, the City shall notify the County as promptly as practicable. In such event, the County may contact the Texas State Fire Marshal's Office or any other available certified fire investigator for assistance. The City shall not be liable for any delay in or failure to provide services resulting from unavailability of the Fire Marshal due to City operational requirements.

5.3 No Guarantee. Nothing in this Agreement shall be construed to guarantee a specific response time or the continuous availability of fire investigation services.

## **6. DUTIES OF THE CITY**

The City agrees to:

- Conduct fire origin and cause investigations within the service area upon written request of the County;
- Maintain all State certifications required of its Fire Marshal as a State-certified fire investigator, and assume the cost associated with any required continuing education;
- Maintain all investigation reports, documents, and evidence related to services performed under this Agreement. All such records are and shall remain the records of the City of Early. The City will make such records available to the County upon written request;
- Be responsible for paying all costs related to the performance of services hereunder, including payroll, vehicle, and equipment costs, except as otherwise provided herein; and
- Submit written invoices to the County in accordance with Section 8 of this Agreement.

## **7. DUTIES OF THE COUNTY**

The County agrees to:

- Compensate the City in accordance with Section 8 of this Agreement;
- Provide assistance with crime scene preservation and follow-up criminal investigations as requested by the City's Fire Marshal;
- Assume responsibility for all criminal investigation, prosecution support, and law enforcement activities arising from any fire determined to involve arson or other criminal activity; and
- Provide prior written approval for any travel or other extraordinary expenses before they are incurred.

## **8. COMPENSATION**

8.1 Investigation Rate. The County shall compensate the City at the following rates for fire investigation services:

- \$150.00 for the first hour of each fire investigation; and
- \$50.00 for each subsequent hour.

Time shall be billed in increments of one-tenth (1/10) of an hour, measured from the time of dispatch to the time the written investigation report is completed and submitted.

8.2 Court Testimony. If the City's Fire Marshal is required to appear and testify in any court proceeding, administrative hearing, deposition, or legal proceeding arising from an investigation performed under this Agreement, the County shall compensate the City at a rate of \$50.00 per hour for all time spent in preparation, travel, and testimony, billed in one-tenth (1/10) hour increments.

8.3 Mileage. The County shall reimburse the City for mileage of travel that may occur out of Brown County in connection with a fire investigation within Brown County. It shall be at the current rate established by the Internal Revenue Service for business mileage reimbursement, as updated from time to time, for all travel directly related to services performed under this Agreement.

8.4 Extraordinary Expenses. Any expenses not described above must receive prior written approval from the County before being incurred. Approved expenses shall be reimbursed no later than thirty (30) days after receipt of invoice.

8.5 Invoicing and Payment. The City shall submit written invoices to the County for services rendered. The County shall pay each invoice no later than thirty (30) days after receipt.

## **9. RECORDS**

All investigation reports, notes, photographs, evidence logs, and related documentation generated in the performance of this Agreement shall be the official records of the City of Early and shall be maintained by the City in accordance with the Texas State Library and Archives Commission records retention schedules applicable to municipalities. Copies of any record shall be made available to the County upon written request.

## **10. INSURANCE**

10.1 Workers' Compensation. Each party shall be responsible for its own employees and shall comply with the Texas Workers' Compensation Act.

10.2 Automobile Liability. Each party shall be responsible for vehicles operated by its employees and shall comply with Texas motor vehicle financial responsibility laws.

10.3 General and Public Officials Liability. To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of its own actions and the actions of its personnel under this Agreement. Each party agrees to obtain or maintain general liability, public officials' liability, and law enforcement liability coverage, or a comparable self-insurance program.

10.4 Immunity Retained. Each party retains all immunities and defenses available under Texas law. No party waives any immunity or defense on behalf of itself, its officers, employees, or agents as a result of this Agreement or its execution. Each party waives claims against the other for compensation for loss, damage, personal injury, or death occurring as a consequence of this Agreement's performance, except those caused in whole or in part by the negligence of the other party's officer, employee, or agent.

## **11. INDEPENDENT CONTRACTOR**

The City and its employees are independent contractors with respect to the County. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between the County and the City or any of the City's employees. The City's Fire Marshal shall remain an employee of the City for all purposes.

## **12. TERMINATION**

Either party may terminate this Agreement with or without cause by providing thirty (30) days' prior written notice to the other party. Notice shall be provided to the City Administrator of the City of Early and to the Brown County Judge.

## **13. AMENDMENT**

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties, following approval by the Brown County Commissioners Court and the City Council of the City of Early.

**14. ENTIRE AGREEMENT**

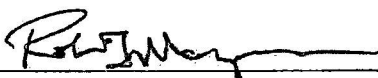
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to the subject matter of this Agreement.

**15. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising under this Agreement shall be in Brown County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF EARLY, TEXAS**

By: 

Robert Mangrum, Mayor

City of Early, Texas

Date: 07-14-2026

**COUNTY OF BROWN, STATE OF TEXAS**

By:  Pro Tem

Tom Munson, County Judge

Brown County, Texas

Date: 7-20-2026