

**Memorandum of Understanding
Between the Town of Dayton,
and Dayton Fire & Rescue**

This Memorandum of Understanding ("MOU") is made between the Town of Dayton ("Town"), and Dayton Fire & Rescue Foundation, a Wyoming nonprofit ("Foundation"), known collectively as the "parties".

WHEREAS, the Town provides fire protection and rescue services for the Town of Dayton and surrounding communities through its Volunteer Fire Department and the Town of Dayton Rescue Unit (known collectively as the "Dayton Fire Department");

WHEREAS, the Foundation is a Wyoming nonprofit foundation established for the purpose of providing financial support for firefighting services in the Town of Dayton and surrounding areas

WHEREAS, the parties find it necessary to enter into this MOU to facilitate the use of funds currently held by the Foundation.

NOW, THEREFORE, BE IT RESOLVED:

1. **Foundation Funds.** Funds held by the Foundation as of the date of this MOU totaling \$249,689.90 ("Funds") shall be transferred to the Town of Dayton within 15 days of entering into this MOU. Failure to make the full transfer of funds shall void this MOU. The Town shall deposit the funds into the Town of Dayton Fire Department Donation Account.
2. **Use of Funds.** The use of the Funds shall be subject to Town of Dayton Ordinances 2.12 and the Wyoming Uniform Municipal Fiscal Procedures Act. Funds shall only be utilized for the benefit of the Dayton Fire Department upon a request being made by the Dayton Fire Chief and approval of the Town of Dayton Governing Body, which shall not be unreasonably held. Funds shall only be used from the Donation Account for expenditures traditionally made from the donated funds and the Town of Dayton shall continue to fund the Volunteer Fire Department from its general fund as traditionally done. More specifically, the Donation Account shall only be used for upon the request of the Dayton Fire Department specific request. The Town will continue to pay separately from the donation account all Dayton Fire Department all costs associated with the Fire Hall, Town owned vehicles including maintenance, fuel, repairs, insurance, Worker's Compensation for all Fire Fighters, Retirement for the Fire Fighters, Training and PPE.
3. **Identity.** The Foundation is a separate nonprofit entity formed under Wyoming law and separate and distinct from the Town of Dayton and the Town of Dayton Volunteer Fire Department. At no time shall the Foundation represent itself as an agent of or part of the Town of Dayton or the Town of Dayton Volunteer Fire Department.
4. **Future Donations.** Donations received after the date of this agreement by the Town or Foundation shall be the funds

of the entity that the check is written to. The Town's use of future donations shall not be subject to any of the terms and conditions of this MOU except as required by applicable Wyoming statutes. The Foundation's use of future donations shall not be subject to any of the terms and conditions of this MOU nor shall the Town of Dayton have any authority over the use of those funds.

- 5. **Equipment.** Equipment purchased by the Foundation which is to be used by the Dayton Fire Department must be donated or leased to the Town. The terms and conditions of the donation or lease shall be negotiated by the parties as needed.
- 6. **Release of Liability.** The Town of Dayton release the Foundation and the Dayton Volunteer Fire Department Members from any and all liability for any prior acts or omissions or previous conduct, including, but not limited to the moving or holding of funds mentioned in paragraph 1, above.

DATED this 29th day of May, 2026.

TOWN OF DAYTON

FOUNDATION



Clifford Reed, Mayor




Chris Bernard President Dayton Fire & Rescue Foundation

Dated: 5-29-26

Dated: 5-29-2026

ATTEST:

ATTEST:



Hanlé Visser
Town of Dayton Clerk



Jeremy Smith President Dayton Fire and Rescue

Dated: 5/29/2026

Dated: 5-29-2026