

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MERIDIAN AND LIGHT MY FIRE, INC.**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made this 3rd day of February 2025 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Light My Fire, Inc., a nonprofit organization organized under the laws of the State of Idaho ("LMF").

WHEREAS, the mission of LMF is to raise money to support fire prevention education programs and to provide emergency financial support to fire victims through the Boise, Meridian, and other Fire Departments located throughout the State of Idaho;

WHEREAS, LMF's grant of funds is conditioned on City's contribution of matching funds, and City finds that it is in the best interest of the City of Meridian to dedicate such funds, pursuant to the parties' respective commitments and intentions as set forth in this MOU; and

WHEREAS, this MOU is intended to supersede the previous memorandum of understanding entered into by the parties on October 23, 2018;

NOW, THEREFORE, in consideration of the mutual understandings herein contained, and in consideration of the recitals above, City and LMF agree as follows:

I. CITY'S COMMITMENTS

- A. Monetary Contribution.** City shall commit funds for public fire safety education in an amount equal to the gift given annually to Meridian Fire Department by LMF, up to ten thousand dollars (\$10,000.00) annually.
- B. Allocation of funds.** City agrees to allocate LMF funds received to public fire safety education.
- C. Service on LMF Fundraising Committee.** City agrees to appoint a representative of the Meridian Fire Department to serve on the LMF Fundraising Committee.

II. LMF'S COMMITMENTS

- A. Grant of funds.** LMF shall grant to Meridian Fire Department a percentage of net funds raised by LMF, up to ten thousand dollars (\$10,000.00).
- B. Seat on LMF Fundraising Committee.** LMF agrees to appoint a representative of the Meridian Fire Department to serve on the LMF Fundraising Committee.

III. GENERAL PROVISIONS

- A. Notices.** Day-to-day communications between City and LMF may occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed via U.S. mail to:

City: City of Meridian
Attn: Fire Chief
33 E. Broadway Avenue
Meridian, Idaho 83642

LMF: Steve Cilley, Board President
Light My Fire, Inc.
13177 Persimmon Lane
Boise, Idaho 83713

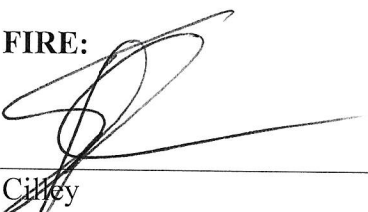
- B. No agency.** Neither LMF nor its employees, agents, LMFs, officials, officers, servants, guests, and/or invitees shall be considered agents or employees of City in any manner or for any purpose whatsoever.
- C. Compliance with laws.** In performing the scope of services required hereunder, City and LMF shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This MOU and all activities occurring hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.
- D. Term of MOU.** This MOU shall become effective as of January 1, 2025, and shall be automatically annually renewed, unless earlier terminated or extended in the manner as set forth in this MOU.
- E. Termination.** Grounds for termination of this MOU shall include, but shall not be limited to: an act or omission by either party which breaches any term of the MOU; an act of nature or other unforeseeable event which precludes or makes impossible the performance either party's respective commitments; or a change in circumstances that renders the performance by either party a detriment to the public health, safety, or welfare. Either party may terminate this Agreement by providing thirty (30) calendar days advance written notice.
- F. State of Idaho requirements.** The following provisions, as applicable, are required by Idaho law. The terms used in this provision shall have the definitions as set forth in the respective Idaho Code provisions.
1. Pursuant to Idaho Code § 67-2346, LMF certifies that LMF is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
 2. Pursuant to Idaho Code § 18-8703, as applicable, LMF certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider.
 3. Pursuant to Idaho Code § 67-2359, LMF certifies that LMF is not, and for the duration of this Agreement will not be, a company currently owned or operated by the government of China.
 4. Pursuant to Idaho Code § 67-2347A, LMF certifies that LMF is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture.
 5. Pursuant to Idaho Code § 67-2347A, LMF certifies that LMF is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the manufacture, distribution, sale, or use of any firearm.
- G. Third-party beneficiaries.** This MOU is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- H. Construction and severability.** If any part of this MOU is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of the MOU so long as the remainder is reasonably capable of completion.

- I. Entire agreement.** This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- J. Approval required.** This MOU shall not become effective until approved by the respective governing bodies of both City and LMF.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

LIGHT MY FIRE:

BY:



Steve Cilley
Board President

CITY OF MERIDIAN:

BY:

Robert E. Simison
Mayor

Attest:

Chris Johnson
City Clerk