

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FAIRFIELD AND THE  
COUNTY OF SOLANO ON BEHALF OF THE  
FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Fairfield, a California Municipal Corporation (the “City”) and the County of Solano, a political subdivision of the State of California, on behalf of the First 5 Solano Children and Families Commission, (“First 5”) and is effective on the date it is fully executed (“Effective Date”). The City and First 5 are referred to below collectively as the “Parties” and individually as a “Party.” This MOU consists of this document and the following Exhibit A (“Insurance Requirements”) and Exhibit B “Primary Facility Map”), which are hereby incorporated into this Agreement. In consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Purpose

This MOU sets forth the terms and understanding between the City and First 5 regarding the use and maintenance of the newly constructed Robbieburr Berger Community Center located at 2030 N. Texas Street, Fairfield, California (the “Center”).

II. Recitals

- a. In mid-2022, the City and First 5 entered into a Memorandum of Understanding for the establishment of a First 5 Center.
- b. First 5 has given the City of Fairfield \$2,000,000 towards the design and construction of the Center.
- c. The City of Fairfield will own the building and First 5 will have a long-term use of the building for no less than 13 years.
- d. First 5 funds programs and services that advance opportunities for Solano County’s youngest children, 0-5 years, and their families and strengthens early childhood systems to support future generations.
- e. The City and First 5 acknowledge the need and demand for such services and recognize the value of partnering together to improve and strengthen families and the impact on quality of life for Fairfield residents and the community.
- f. The City desires to partner with First 5 to serve as the resource for early learning, family support and community engagement with Fairfield residents.

- g. The City further acknowledges that First 5 utilizes contract services providers for these programs and purposes.

### III. Use of Center

Upon occupancy, First 5 will have primary use of the Center and adjacent fenced outdoor play area for First 5 programming, as depicted in the Primary Facility map attached to and incorporated into this MOU as Exhibit B. Such programming will be determined at the sole discretion of First 5. First 5 will assume certain financial responsibilities for the operation and maintenance of the Center and adjacent fenced outdoor play area as detailed below. The Parties' maintenance obligations shall include, but are not limited to, the following:

#### a. Parties Maintenance Obligations

##### i. Utilities

First 5 will be responsible for water, electricity, phone, internet and trash. First 5 will be listed as the occupant with the City for water/sewer service, PG&E for electricity, and Republic Service for trash service and will be responsible for all payments. First 5 must obtain, maintain, and pay for telephonic and internet services.

##### ii. Maintenance

First 5 will hire, maintain, and pay for competent and qualified custodial and/or maintenance personnel to provide commensurate services with and required to meet operational needs. This includes general cleaning of interior restrooms, offices, floors, windows, furniture, and patio area. This also includes general minor repairs and plumbing under \$5,000, including clogged toilets and drains, leaky faucets/fixtures/hose bibs, interior light bulb replacement, touch-up painting.

##### iii. Maintenance of Exterior Public Restroom

City will have sole responsibility for maintaining the exterior public restroom fixed within the building confines that has outdoor access only.

iv. Building Systems and Warranty Items

City will be responsible for maintaining building systems and warranty items related to the structure and grounds. This includes the building envelope, structural components, mechanical, electrical, plumbing, HVAC quarterly maintenance, annual Fire Suppression testing, irrigation, playground inspection, public CTV security cameras and life and safety code required systems. Graffiti and/or facility damages or vandalism created by the general public shall be reported to City and City will manage repair.

v. Landscape

City will have sole responsibility of maintaining vegetation and landscape surrounding the facility. However, the water service cost for irrigation of the landscape directly surrounding the building is metered with the building, and that cost will be borne by First 5.

vi. Parking Lot

First 5 will have access to the public parking lot for staff and program participant parking needs on a first-come, first served basis. The City is unable to guarantee the number of spaces available, as both Parties acknowledge the parking lot also serves general park and park rental uses.

City will have sole responsibility of maintaining parking lot, landscaping, and lighting.

vii. Trash

First 5 will have access to the outdoor trash bin enclosure located in the parking lot to dispose of operational trash.

City shall coordinate with First 5 regarding scheduling access to conduct any maintenance services.

IV. Point of Contact

City has designated Ryan Olsen as primary contact for Center maintenance related communication, request for repair, notification of vandalism, etc. The City's Park and Recreation Director may change the primary contact person by notifying First 5 in writing.

(707) 428-7726 (Office)      (707) 716-6080 (Cell)  
[Rolsen@fairfield.ca.gov](mailto:Rolsen@fairfield.ca.gov)

First 5 has designated Denise Winters as primary contact for Center use related communications, request for access for maintenance services, etc.

(707) 784-1335 (Cell)                      (707) 784-1332 (Office)  
[dswinters@solanocounty.gov](mailto:dswinters@solanocounty.gov)

V. Terms

- a. This MOU shall commence upon the Effective Date and shall remain in full force and effect, for thirteen (13) years and concurrently to the end of the City Fiscal Year, June 30th, unless earlier terminated by the Parties as provided in Subsection 2. This MOU shall automatically renew each Fiscal Year starting July 1, for a period of one-year, unless either party notifies the other, in writing, of intent to terminate.
- b. Either party may terminate this MOU at any time with 90 days' written notice of intent to terminate. Should the City of Fairfield initiate the termination of the MOU prior to 13 years of occupancy, without cause, the City shall reimburse First 5 \$150,000 per year for each full year of missed occupancy.

VI. Indemnity

- a. First 5 shall be responsible for and shall defend and hold harmless and indemnify the City and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of First 5 arising out of or in connection with the services, work, operation or activities of First 5, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU. First 5 shall also ensure any contractors or subcontractors are insured under First 5's minimum insurance

requirements.

- b. The City shall be responsible for and shall defend and hold harmless and indemnify First 5, and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation or activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

## VII. Default

- a. If either party defaults in its performance of any obligations herein, the parties shall promptly notify each other in writing. If either party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and either party fails to commence to cure the default within 30 days after notification, then the failure of either party shall constitute cause for termination of this MOU.
- b. If either party fails to cure default within the specified period of time, the non-defaulting party may elect to cure the default, and any expense incurred shall be payable by the defaulting party. The MOU may be terminated at the non-defaulting party's sole discretion.
- c. If a party is served with a notice of default and that party fails to cure the default, the defaulting party waives any further notice of termination of this MOU.
- d. If this MOU is terminated because of a party's default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

VIII. Dispute Resolution. If the parties fail to mutually agree on any matters under this MOU or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU, the parties shall submit the matter for resolution in accordance with the following procedures:

1. If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOU, the disputing party shall first provide a written statement to the other describing the general nature of the claim.

2. The statement must indicate that it is the first statement of a formal dispute resolution process.
3. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
4. Within ten business days of the receipt of the statement, the parties shall meet and confer in good faith to either: (1) Resolve the matter and set forth such resolution in writing; or, (2) Define the dispute in writing including a description of each party's position, proposed resolution(s) and projects or tasks that would be affected.
5. If the parties fail to resolve the matter, within ten business days of such failure to agree, at least one representative from each party shall meet and confer in good faith with County Counsel and/or County Administrator, or their designee(s), to attempt to further resolve the matter. The description of the dispute as written by the respective parties shall serve as the basis for further attempts at resolution.
6. A resolution of the matter shall be memorialized in writing and incorporated into this MOU.

IX. Notice

Whenever notice or other communication between the parties is required by this MOU, it shall be in writing and deemed effectively given upon the earlier of (i) actual receipt of personal delivery to the Party to be notified; (ii) when sent, if by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt, and addressed as follows:

City of Fairfield

Kristina Kaunzinger  
 Parks & Recreation Director  
 1000 Webster Street  
 Fairfield, CA 94533  
 Phone: 707-428-7470  
 Email: [kkaunzinger@fairfield.ca.gov](mailto:kkaunzinger@fairfield.ca.gov)

First 5 Solano Children and Families  
 Commission (First 5)

Michele Harris  
 Executive Director  
 3375 Sonoma Blvd, Ste. 30  
 Vallejo, CA 94590  
 Email: [mdharris@solanocounty.gov](mailto:mdharris@solanocounty.gov)

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

X. Miscellaneous Provisions

a. Entire Agreement

This document is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement.

b. Counterparts

This MOU may be executed in counterparts, all of which shall constitute the agreement between the parties.

c. Waiver

The failure of either Party to insist upon strict performance of any of the terms of this MOU in any one or more instances shall not be construed as a waiver or a relinquishment of any such terms or conditions, and all of the same shall be in full force and effect.

d. Successors

This MOU shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees.

e. Warranty of Legal Authority

Each Party warrants and covenants that it has the legal authority to enter into this MOU and to perform the acts required of it hereunder.

f. Amendments to MOU

This MOU may only be amended by approval in writing of each of the Parties to this MOU.

g. Applicable Law

This MOU will be construed and interpreted under, and governed and enforced according to, the laws of the State of California. Jurisdiction shall be the Superior Court of the County of Solano, or the U.S. District Court of Northern California.

h. Severability

If any part, term, or provision of this MOU is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this MOU did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties, hereto, acting by and their duly authorized representatives, have executed this MOU as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

County of Solano

By: \_\_\_\_\_  
Ian Goldberg, County Administrator

Date: \_\_\_\_\_

Department Representative

By: *Michele Harris*  
Michele Harris (Mar 30, 2026 15:51:10 PDT)  
Michele Harris, Executive Director  
First 5 Solano

Date: 03/30/2026

Approved as to Form:

By: *Kelly Welsh*  
Kelly Welsh (Mar 31, 2026 08:25:29 PDT)  
Kelly Welsh, County Counsel

Date: 03/31/2026

City of Fairfield

By: \_\_\_\_\_  
David Gassaway, City Manager

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
David Lim, City Attorney

Date: \_\_\_\_\_

EXHIBIT "A"

INSURANCE REQUIREMENTS

First 5 shall procure and maintain for the duration of the contract coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the First 5, its agents, representatives, or employees.

The City shall maintain a program of insurance, self-insurance, or any combination thereof, sufficient to cover its indemnification obligations as set forth in this MOU. The City shall provide First 5 with certificates of self-insurance or other documentation specifying the scope, limits, and forms of coverage in place. The City shall notify First 5 writing of any changes to coverage applicable to this MOU within 30 days of such change, or within ten days if the change results in termination of any applicable coverage. If the City fails to maintain insurance or self-insurance coverage as required under this MOU, First 5 shall have the right to immediately terminate this MOU. The City agrees to waive subrogation which any insurer of the City may acquire from First 5 by virtue of the payment of any loss. The City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) All Risk Liability Coverage with minimum limits of \$2,000,000 per occurrence for bodily injury, personal injury, sexual and molestation, products and completed operations, and property damage. If Liability Coverage or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage with minimum limits of \$2,000,000 per accident for bodily injury and property damage. Multi-Passenger Vehicles in excess of 5 passengers will need coverage of minimum of \$5,000,000 per accident.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

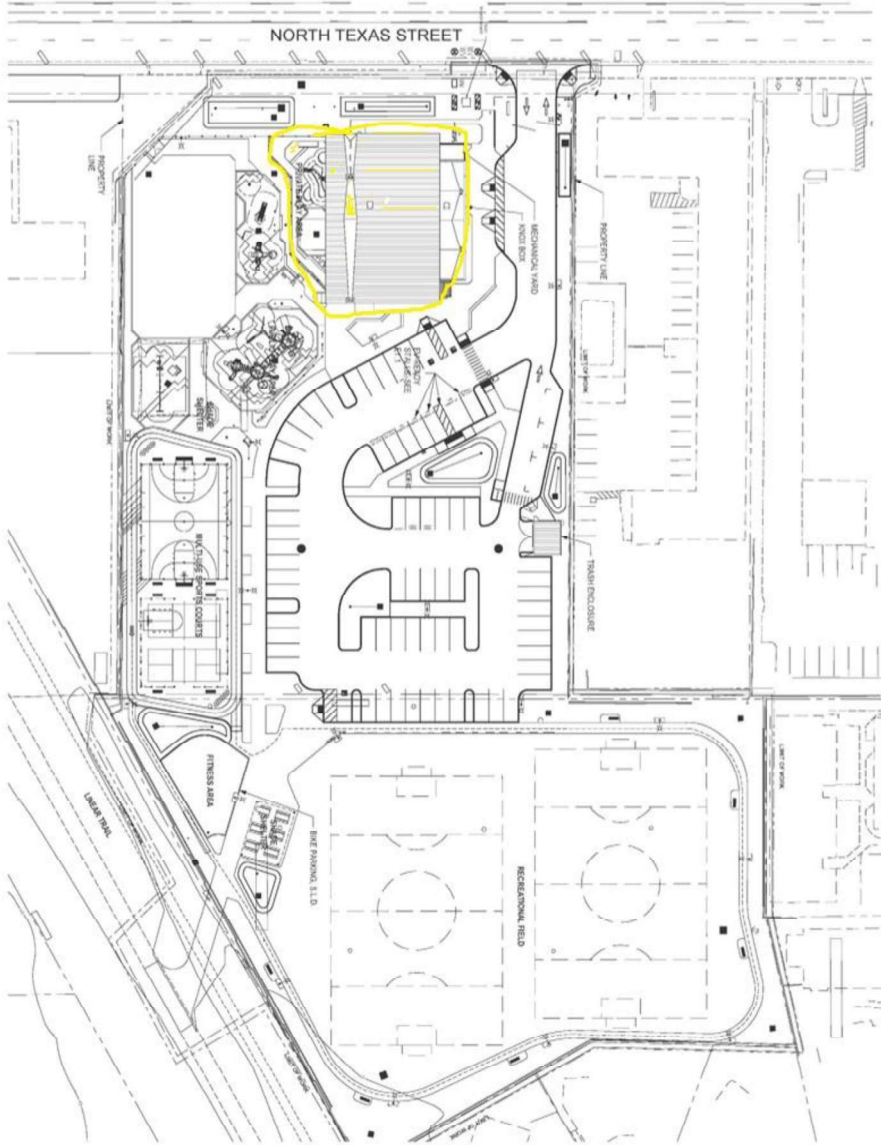
Sexual Abuse and Molestation (“SAM”) coverage in the minimum amount of \$2,000,000.

Property Damage to Cover Lease

### 3) INSURANCE PROVISIONS

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional covered parties as respects: liability arising out of work or operations performed by or on behalf of the First 5; products and completed operations of the First 5; premises owned, occupied or used by the First 5; and automobiles owned, leased, hired or borrowed by the First 5. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
  - ii) For any claims related to this project, the First 5 coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of the First 5 insurance and shall not contribute with it.
  - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
  - iv) The First 5 coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
  - v) Each coverage policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the CITY.
  - vi) The coverage limits shall be made available to the full limits of the policy or Memorandum of Coverage. The minimum limits stated above shall not serve to reduce the First 5 policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- 4) SUB-CONTRACTORS. First 5 shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit A. Failure of First 5 to verify existence of sub-contractor’s insurance shall not relieve First 5 from any claim arising from sub-contractors work on behalf of First 5.

**EXHIBIT "B"**  
**PRIMARY FACILITY MAP**



1 SITE PLAN  
1/8" = 1'-0"

- SHEET NOTES**
- SEE ALSO FOR BID DRAWING CONDITIONS
  - EXISTING UTILITIES AT 0.1, 1.5 & 3 SHALL BE AS SHOWN
  - CONTROL OCCUPANCY AT 0.1, 1.5 & 3 SHALL BE AS SHOWN
  - CONFORMANCE WITH ACCESSIBILITY COMPLIANCE
  - REFER TO CIVIL FOR SERVICE LOT LAYOUT
  - REFER TO CIVIL FOR TRAFFIC SIGNALS, TRAFFIC SIGNALS AND TRAFFIC SIGNALS
  - REFER TO LANDSCAPE FOR SITE BOUNDARIES AND LANDSCAPE
  - REFER TO MECHANICAL FOR SERVICE DIFFERENCE POINT IN RELATION TO SITE BOUNDARIES



A1.1-1  
1/8" = 1'-0"

ISSUE	DATE
BIDDING DEPT. 11/21/22	
CONFORMSHEET 1/27/23	

PROJECT NO: 18007  
DRAWN BY: Q.L. & K.T.  
CHECKED BY: J.H.  
SCALE: AS SHOWN

**NORTH TEXAS RECREATION FACILITY  
VOLUME 2 - BUILDING  
IMPROVEMENTS**  
2030 N. Texas Street, Fairfield, CA 94533



GROUP 4  
ARCHITECTURE  
RESEARCH +  
PLANNING, INC.  
REVISION: DATE

