

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND  
THE CITY OF WALNUT CREEK  
FOR RECREATIONAL USE OF FACILITIES**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 (“Agreement”), by and between the Mt. Diablo Unified School District (hereinafter “District”), a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and the City of Walnut Creek (hereinafter “City”), a municipal corporation (individually a “Party” and collectively “the Parties”).

**RECITALS**

**WHEREAS**, California Education Code, section 10900 *et seq.* (“Community Recreation Programs Law”) authorizes public authorities to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives;

**WHEREAS**, the Community Recreation Programs Law defines “recreation” to include “any activity, voluntarily engaged in, which contributes to the “...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of... art, handicrafts ... nature contacting, aquatic sports, and athletics...”;

**WHEREAS**, District and City are authorized under California law to operate and maintain recreation centers, as defined in Education Code, section 10901(f), for community recreation (“Recreation Centers”);

**WHEREAS**, District and City desire to enter into this Agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of Recreation Centers which are located within the boundaries of both District and City;

**WHEREAS**, the south-west corner of the Northgate Property contains twelve (12) tennis court facilities, as depicted on **Exhibit B** hereto (“Facilities”) and the District will provide the lower four (4) of said courts closest to the football field for City recreation use a schedule as determined below with the addition the adjacent four (4) courts during City programmed activity in the presence of and supervision by City staff or subcontractor (“City Courts”);

**WHEREAS**, District owns real property located at 425 Castle Rock Road; Walnut Creek, CA 94598, known as the District’s Northgate High School site (“Northgate Property” or “Property”) and which is depicted on **Exhibit A** hereto;

**WHEREAS**, District desires to undertake certain renovations and improvements of the Facilities, including reconstruction, painting and striping of twelve (12) tennis courts, construction of fences surrounding the Facilities, and related improvements (“Project”);

**WHEREAS**, the District will undertake the Project with District funds;

**WHEREAS**, the City wishes to make a capital contribution toward the construction of the Project;

**WHEREAS**, upon completion of the Project, City desires to use portions of the Facilities (the City Courts) to maximize recreational programs and services to City residents, program participants, and other members of the community;

**WHEREAS**, District is willing to grant to City a license for the non-exclusive use of the Facilities and related facilities located on the Property in accordance with the terms and conditions of this Agreement and corresponding Exhibits;

**WHEREAS**, the Parties desire by this Agreement to provide for the terms and conditions for the use of the Northgate Property.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of Facilities. Upon completion of the Project, District grants a non-exclusive license to City to use the Facilities for the limited purposes of conducting community recreation programs, including the scheduling of community user groups (“Program”). Any reference to City’s use of the Facilities shall include use by City’s employees, contractors, volunteers or invitees.

(a) Scheduling. With respect to the use of Facilities, District and City shall conduct semi-annual meetings for the purpose of scheduling anticipated uses of the Facilities (“Scheduling Meetings”). At each Scheduling Meeting, the District and City shall agree upon a schedule, in writing, for the coming six months with respect to the use of the Facilities. District will cooperate with City so as to give City adequate opportunity to use the Facilities for public recreation activities when such uses do not interfere with the District’s regular activities. City shall provide the District with minimum seven (7) days of advance notice in writing of any change to the scheduled uses. Use of the Facilities by City at any time other than those specifically set forth in this Agreement is at the sole discretion of the District and shall be submitted through the District’s facility use application process. District activities have priority at all times, and City use shall not interfere with

regular conduct of District activities. The general time parameters of City use will be after 4 p.m. to sunset, as determined by the calculator on the website of U.S. Naval Observatory, Astronomical Applications Department, on school days when scheduled to be in use by the District, and summer/non-school use days and weekends from 8 a.m. to sunset, as determined above, unless otherwise agreed at any Scheduling Meeting. Failure to agree at any Scheduling Meeting will cause the ending time to remain at sunset. City employees or subcontractors will unlock and relock the gates before and after City use.

Section 2. License Fee. City shall pay a license fee (“License Fee”) for use of the Facilities during the Term of this Agreement in the form of a capital contribution as reflected in Section 5(b).

Section 3. Term.

(a) The initial term of this Agreement shall be for five (5) years from the Effective Date, as set forth above (“Term”), unless mutually extended in writing by both parties. The term includes one additional option period of five (5) years. The City shall give notice of its election to exercise the five year option in writing at least 90 days before expiration of the initial term, upon which the agreement is extended if the City is not in breach of the agreement and the District approves in writing of said option. This Agreement may be terminated immediately by either party if (1) the other party is in material breach of the Agreement, (2) if one party determines there are unsafe and/or dangerous conditions, threats to life or property, or (3) in the event that a natural disaster or emergency makes it necessary for either party to use the Facilities for alternative purposes.

Section 4. Conditions to Use.

(a) Repair of Facilities. City shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Facilities by City, its employees, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the District. City shall notify District immediately of any damage caused to the Facilities. In the event that City fails to repair or replace the Facilities, District may, at District’s sole discretion, undertake any repair or replacement of the Facilities and City shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

(b) Annual Maintenance, Routine Maintenance and Clean Up of Facilities. District shall provide annual maintenance, routine maintenance and custodial services during the Term of the Agreement, and make reasonable efforts within the District budget to maintain the Facilities in a good state of condition and repair. City shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Property used by City, its employees, volunteers or persons attending Community Recreation Events at the Facilities at the close of each and every day of City use, leaving it in a comparable state as existed prior to City’s activities. As used herein, the term "cleanup" shall mean

putting away equipment and supplies, picking up trash, cleaning or sweeping up spills, and similar related activities. District shall be responsible for emptying trash receptacles in general, but City shall be responsible to empty the trash receptacles on or near the four (4) courts closest the football field after City use. In addition and related to City use of four (4) courts closest to the football field, City or its designee shall sweep, wash, and blow court surfaces, and make minor repairs or replace to nets, wind screens and fences as needed. Minor repairs to the courts or the equipment thereon will be done by the District upon written request by City to the District, except repairs under Section 4(a) or replacement of equipment under Section 5(c)(i). The City shall be responsible for the provision, use, maintenance, and cleaning of temporary restroom facilities. If the temporary restroom facilities become unsightly or unsanitary or both, the District may request removal or replacement, subject to City agreement. The parties cannot agree, the District retains the right to clear its site of any hazard or nuisance and the right to seek reimbursement for its costs in a court of competent jurisdiction.

(c) Hazardous Materials. Under no circumstances during the term of this Agreement shall City use or cause to be used in the Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall City store or dispose of any such substances or materials in the Facilities. Notwithstanding the foregoing, City may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of City's Program.

(d) Non-Interference with District Activities. This Agreement shall not grant City, its employees, volunteers or invitees the right to interfere with any activities of District, as determined by the District in its sole discretion.

(e) Conduct of City, Employees, Volunteers and Invitees. For the purposes of community recreation programs, City shall insure that all employees, contractors and volunteers have appropriate background and medical clearance and will adhere to proper standards of public conduct and comply with all District policies. City employees, contractors, and volunteers shall not engage in consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities. City Invitees attending community recreation events at the Facilities shall also comply with proper standards of public conduct, including those set forth herein, and with all District policies; the City has the authority to remove persons in violation of the above from such events and the Facilities premises. In the event the District determines, in its sole and absolute discretion, that a City employee, contractor, volunteer or invitee attending community recreation events at the Facilities is failing to adhere to proper standards of public conduct, is in violation of any District policy and/or is in any way disrupting the activities of the District's employees, students and/or invitees, the District reserves the right to remove said individual, and/or require City to remove said individual from the Facilities and prohibit future access to the Facilities.

(f) Insurance.

(i) Public Liability and Property Damage. City agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of general liability and property damage insurance, insuring against all bodily injury, property damage, personal/advertising injury, and other loss or liability caused by or connected with City's use of the Facilities under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

(ii) Automobile Liability. City also agrees to maintain in full force and effect with regard to any City owned vehicles which City brings onto the Facilities a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(iii) Workers' Compensation. City shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence for bodily injury or disease.

(iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(v) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by City of the Facilities, City will provide District with an endorsement(s) verifying such insurance and the terms described herein.

(vi) Self-Insurance or Joint Powers Agreement. District recognizes that insurance practices and requirements of a municipality may differ from that of private parties and may change from time to time. During any period of time in which the City, as regular practice does not maintain insurance but rather self-insures or participates in a Joint Powers Agreement with other governmental entities, the City may meet their insurance requirements under this Section in the same manner.

(vii) Subcontractors. Subcontractors hired by City shall be allowed to use the Facilities pursuant to the terms of this Agreement. If City hires subcontractors to perform services under this Agreement, or partners with another outside organization to use the Facilities in connection to the Program, City shall require said organization to procure insurance in the same amount and upon the same terms and conditions as set forth above.

(viii) Users. City shall require user groups to maintain adequate insurance and name both the City and District as additional insureds.

(g) Indemnification. City shall be responsible for, and District, its board members, officers, agents, employees (“District Parties”), shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage, injury or death to person or property, or both, arising out of the acts, omissions, and/or negligence of City, its agents, officers, employees, contractors, (“City Parties”), or resulting from City Parties’ activities at the Property including the Facilities pursuant to this Agreement or from the City’s direct use or operations pursuant to this Agreement at the Property including the Facilities. City shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys’ fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization directly caused by City Parties’ activities at the Property including the Facilities, this Agreement, and any other use of and operations resulting from the City Parties’ activities at the Property including the Facilities pursuant to this Agreement, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole negligence or willful misconduct of District Parties. City further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from the City Parties’ violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that adversely affect the Property including the Facilities. City further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action caused by any personal property of City Parties stored at the Property including the Facilities. In connection therewith:

(i) Actions Filed. City shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys’ fees incurred in connection therewith.

(ii) Judgments Rendered. City shall promptly pay any judgment rendered against City Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities caused by the City’s use of and operations at the Property including the Facilities referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys’ Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against City Parties for such damages or other claims caused by the City at the Property including the Facilities referred to herein, City agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys’ and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(h) Program Materials, Furnishings and Equipment. City shall provide all materials, furnishings and equipment to be used for its Program. City is responsible for all costs associated with its Program.

(i) Program Supervision and Monitoring. City shall provide all necessary supervision of its employees and volunteers while using the Facilities. For the purpose of monitoring and enforcing user scheduling compliance, City shall provide reasonable monitoring of the Facilities by City representatives (police and/or citizens patrol) during the scheduled hours of City use as described in Section 1(a).

(j) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Facilities. The District's Representative shall provide City's Representative with five (5) sets of keys necessary to access the Facilities. Gate key requires a Two Hundred Dollar (\$200.00) deposit. Each key copy shall be provided at a cost of Five Dollars (\$5.00) per key.

(k) Parking. Parking in the parking lot shall not be reserved and shall be limited to standard-sized automobiles, except in specifically designated areas. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking. No vehicles shall be parked in spaces designated for District staff.

(l) Community Scheduling. During City's hours of use as described in Section 1(a), City shall be responsible for scheduling community use of the Facilities. District activities have priority at all times and District may schedule use of the Facilities during City's scheduled use for District-related activities by giving City a minimum of 7 days advance notice so the City can inform and reschedule program participants. Both parties acknowledge that the Facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code, section 38130 et seq.) and that the use of the Facilities must comply with the provisions of the Civic Center Act. Both parties understand that other individuals and/or entities may utilize the Facilities pursuant to the Civic Center Act and other provisions of law, including but not limited to such license agreements as the District may determine to enter into. City shall require each of the individuals and/or entities scheduled by the City to use the Facilities to execute a document stating the following:

*[Name of Organization] agrees to hold harmless, defend, and indemnify District and City against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by [Name of Organization] or its agents, servants or employees.*

Section 5 Renovation and Capital Contribution by City

(a) Renovation Project. The District shall perform all acts necessary to complete the Project.

(i) District shall construct and install the Project in accordance with applicable laws and regulations including, but not limited to, the requirements of the Division of State Architect, Department of General Services. The District shall not be obligated to undertake any renovations to the Facilities or complete renovations initiated by the District unless otherwise indicated in this Agreement.

(ii) The District shall have sole discretion for approval of the designs, plans and specification for the Projects.

(iii) Title to all improvements to be constructed on the Facilities shall be held by the District.

(b) Contribution by City. In consideration for the District entering into this Agreement, the City agrees to make a capital contribution in the amount of One Hundred Thirty Thousand Dollars (\$130,000) (“City Funds”) toward the construction of the Project. City Funds are provided with the understanding that District will provide access to the lower four courts and the adjacent four courts for City use during the Term of this Agreement consistent with Section 1,a. Parties acknowledge that the total cost to renovate all twelve (12) courts was \$1,286,000.

(i) The City shall pay to the District the City Funds within thirty (30) days of the execution of this Agreement. The District shall hold the City Funds in a separate account (“Tennis Court Project Account”) and shall utilize the City Funds solely for the Project. All funds utilized to implement this Agreement shall be accounted for, and all receipts and disbursements related thereto shall be accurately reported.

(c) Other Improvements to the Facilities. City shall have no right to make any changes, alterations or improvements to the Property or Facilities, unless District provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the District.

(i) Notwithstanding Section 5(c), City shall make reasonable efforts within the City budget to contribute to District funds necessary for the basic resurfacing of the four (4) court closest to the football field, once during the five year option, and optimally within one to two years following the initial Term of this Agreement. The schedule of this resurfacing work will be determined jointly by District and City. For the four (4) courts closest to the football field, City shall also purchase and replace nets, center straps and wind screens as needed.

Section 6. Compliance with Law. City shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the Facilities. City shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a conditional use permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the Facilities. City shall comply with requirements of state law regarding fingerprinting and background checks, as applicable.



Section 7. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Facilities. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. City acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by City against the District, or by the District against City. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Contra Costa County.

Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 9. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to CITY: City of Walnut Creek  
Attn: Arts and Recreation Director  
1666 North Main Street  
Walnut Creek, CA, 94596

If to DISTRICT: Mt. Diablo Unified School District  
Attn: Chief Business Officer  
1936 Carlotta Dr.  
Concord, CA, 94519

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11. Official Representatives. The official representative for District shall be Richard Jackson, Director, Maintenance, Operation & Facilities, designee, or successor. The official representative for City shall be Kevin Safine, Arts & Recreation Director, designee, or successor.

Section 12. Employees/Independent Contractors.

(a) For purposes of this Agreement, no persons employed by City in the performance of services and functions with respect to this Agreement shall in any event be deemed employee of the District under the jurisdiction of District, nor shall such employed persons have any District pension, civil service, or other status while an employee of the City.

(b) City shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that City, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 13. Assignment. City shall not assign this Agreement.

Section 14. Nondiscrimination. In utilizing the Agreement, City shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 15. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

- Exhibit A: Location and Description of Northgate Property
- Exhibit B: Location and Description of Facilities

Section 16. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 17. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and City. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 18. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 19. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the

next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 20. Non-liability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative

Section 21. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement

Section 22. Signs. City shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the Facilities without District's prior written consent, which consent is at the District's sole discretion.

Section 23. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 25. No District Affiliation/Endorsement. City shall not imply, indicate or otherwise suggest that City's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent, except that City may indicate the location of City's Program.

Section 26. Governing Body Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Walnut Creek City Council and District's Board of Trustees duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

DISTRICT:

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY:

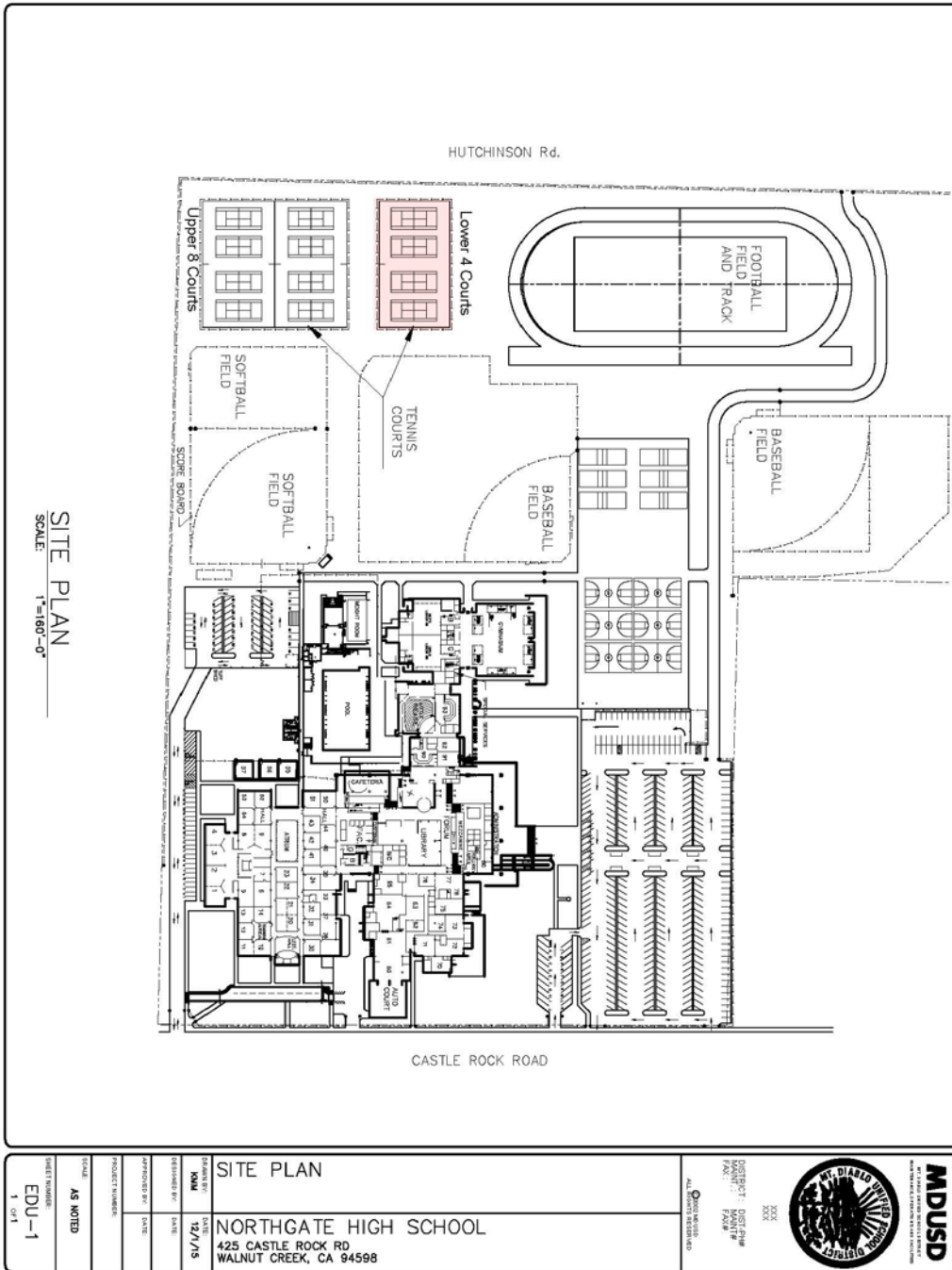
**CITY OF WALNUT CREEK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

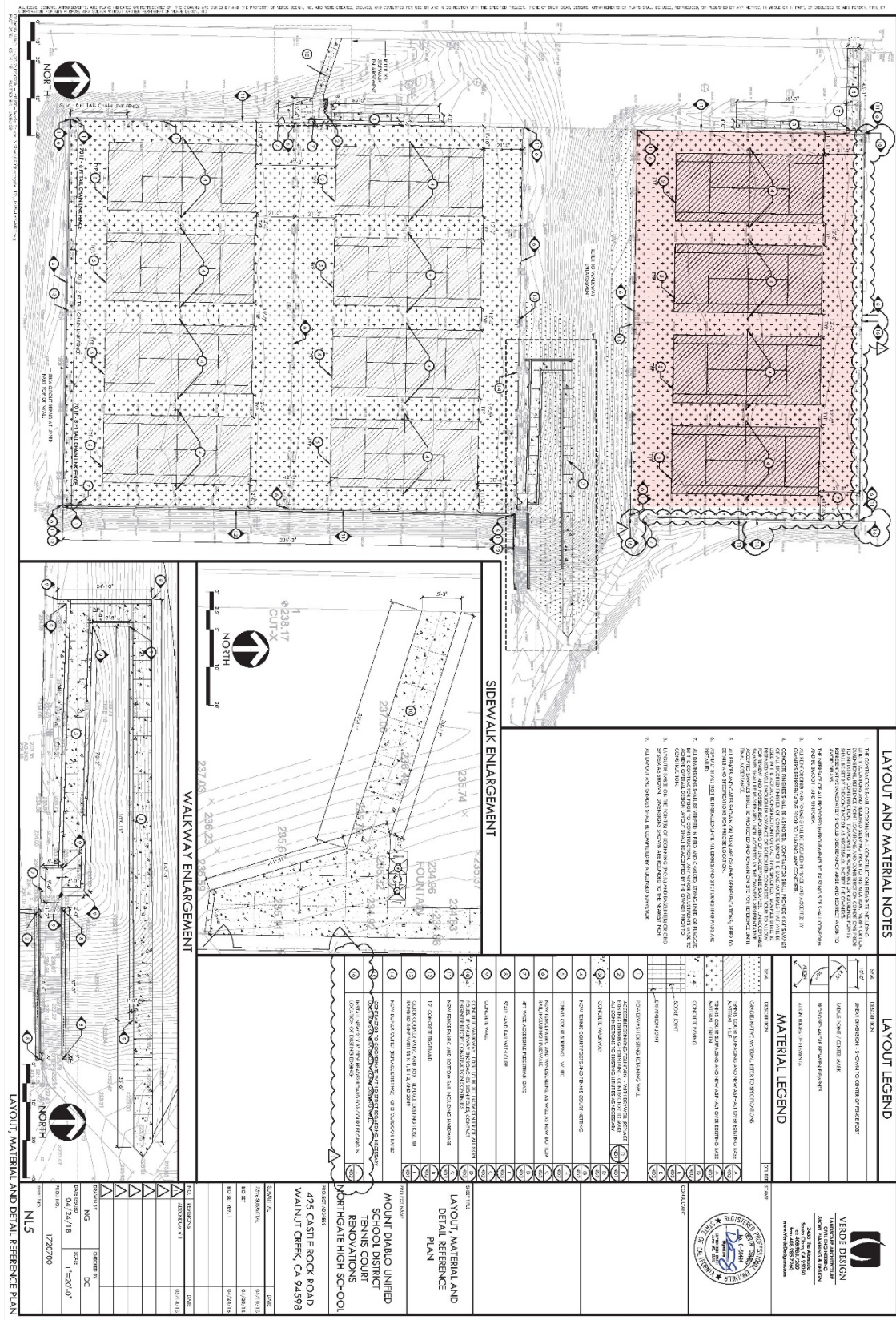
# Exhibit "A"

## Description of Property



# Exhibit "B"

## Description of Facilities



- ### LAYOUT AND MATERIAL NOTES
1. THE MATERIALS AND FINISHES SHOWN ON THIS PLAN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE AVAILABILITY OF ALL MATERIALS AND FINISHES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
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### LAYOUT LEGEND

SYMBOL	DESCRIPTION
(Symbol)	CONCRETE
(Symbol)	BRICK
(Symbol)	STONE
(Symbol)	PAVING
(Symbol)	LANDSCAPE
(Symbol)	WOOD
(Symbol)	GLASS
(Symbol)	METAL
(Symbol)	PLASTER
(Symbol)	CEILING
(Symbol)	FLOORING
(Symbol)	WALLS
(Symbol)	ROOFING
(Symbol)	MECHANICAL
(Symbol)	ELECTRICAL
(Symbol)	PLUMBING
(Symbol)	HAZARDOUS WASTE
(Symbol)	ASBESTOS
(Symbol)	LEAD
(Symbol)	PCB
(Symbol)	OTHER

**PROJECT NAME:**  
MOUNT DIABLO UNIFIED SCHOOL DISTRICT TENNIS COURT RENOVATIONS  
MOUNT DIABLO UNIFIED SCHOOL DISTRICT TENNIS COURT RENOVATIONS  
MOUNT DIABLO UNIFIED SCHOOL DISTRICT TENNIS COURT RENOVATIONS  
MOUNT DIABLO UNIFIED SCHOOL DISTRICT TENNIS COURT RENOVATIONS

**PROJECT ADDRESS:**  
425 CASTLE ROCK ROAD  
WALNUT CREEK, CA 94598

**PROJECT NO.:** NLS

**DATE:** 04/23/18

**SCALE:** 1"=20'-0"

**PROJECT NO.:** 1720700

