

MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF LODI  
AND  
LODI UNIFIED SCHOOL DISTRICT  
REGARDING CURB PAINTING AND PAVEMENT MARKINGS WITHIN THE PUBLIC  
RIGHT-OF-WAY AND REIMBURSEMENT OF SIGN MODIFICATIONS

## **I. PARTIES**

This Memorandum of Understanding (“MOU”) is entered into by and between the **City of Lodi** a municipal corporation (“City”), and the **Lodi Unified School District**, a public school district (“District”). The City and the District may be referred to individually as a “Party” and collectively as the “Parties.”

## **II. PURPOSE**

The purpose of this MOU is to establish the terms and conditions under which the District is authorized to paint curbs and pavement markings within the public right-of-way adjacent to District-owned and operated school sites, and to reimburse the City for sign modifications. This effort is intended to enhance student safety, improve traffic circulation, and clearly designate parking restrictions.

## **III. SCOPE OF WORK**

The District may request sign modifications and perform curb painting and pavement markings at approved locations adjacent to its school sites, including but not limited to:

- Red curbs (no parking/fire lanes)
- White curbs (passenger loading/unloading)
- Blue curbs (accessible parking), subject to applicable accessibility standards
- Yellow curbs (load/unload freight)
- Diagonal crosshatch markings at the school bus turnouts

All work shall conform to City standards, specifications, and applicable state and federal regulations.

## **IV. APPROVAL AND COORDINATION**

- A. The District shall submit proposed curb painting and pavement marking locations and requested sign modifications to the City for review via City’s Encroachment Permit and approval prior to commencement of work. There will be no cost for the City’s Encroachment Permit.
- B. The City shall review submissions in a timely manner and may approve, deny, or request modifications.
- C. The District shall obtain any permits required by the City unless waived in writing.

## **V. RESPONSIBILITIES**

### **A. District Responsibilities**

1. Provide all labor, materials, equipment, and supervision necessary to complete the painting of curbs and pavement markings.
2. Reimbursement of requested sign changes.
3. Ensure all work complies with California Manual on Uniform Traffic Control Devices (CA MUTCD) and City standards and specifications.
4. Provide and implement appropriate traffic control measures in accordance with applicable laws and guidelines.
5. Coordinate work schedules to minimize disruption to traffic and school operations.

### **B. City Responsibilities**

1. Provide applicable standards, specifications, and guidance.
2. Review and approve proposed curb painting and pavement marking locations.
3. Review and install proposed sign changes per request of the District.
4. Perform inspections if deemed necessary by the City.

## **VI. TRAFFIC CONTROL AND SAFETY**

The District shall be solely responsible for providing traffic control and ensuring public safety during all work performed under this MOU. All traffic control measures shall comply with applicable standards, including the California Manual on Uniform Traffic Control Devices (CA MUTCD).

## **VII. LIABILITY AND INDEMNIFICATION**

To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against any and all claims, demands, damages, losses, or expenses arising out of or related to the District's performance under this MOU, except to the extent caused by the sole negligence or willful misconduct of the City.

## **VIII. INSURANCE**

The District shall maintain insurance coverage or self-insurance consistent with its standard practices as a public agency and sufficient to cover its obligations under this MOU.

## **IX. MAINTENANCE**

The District shall be responsible for the ongoing maintenance and repainting of curbs and pavement markings installed under this MOU. Any additional or modified curb painting shall be subject to prior City review and approval.

## **X. TERM AND TERMINATION**

A. This MOU shall become effective upon the date of the last signature and shall remain in effect for a period of 10 years.

B. Either Party may terminate this MOU upon thirty (30) days written notice to the other Party.

C. Termination shall not affect obligations incurred prior to the effective date of termination.

## **XI. AMENDMENTS**

This MOU may be amended only by written agreement signed by authorized representatives of both Parties.

## **XII. NOTICES**

All notices required under this MOU shall be provided in writing to the designated representatives of each Party.

## **XIII. AUTHORIZED REPRESENTATIVES**

### **For the City:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Contact Information: \_\_\_\_\_

### **For the District:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Contact Information: \_\_\_\_\_

---