

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES OF AMERICA  
AND  
THE NAVAJO TRIBAL UTILITY AUTHORITY**

**For  
Provision of Potable Water Tank Paint Inspection  
for Public Law 86-121  
Sanitation Facilities Construction Projects  
within the Navajo Nation**

**U.S. Department of Health and Human Services  
Indian Health Service  
Division of Sanitation Facilities Construction  
Navajo Area Indian Health Service  
Window Rock, Arizona  
November 2002**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES OF AMERICA  
AND  
THE NAVAJO TRIBAL UTILITY AUTHORITY

For  
Provision of Potable Water Tank Paint Inspection  
for Public Law 86-121 Sanitation Facilities Construction Projects  
within the Navajo Nation

THIS AGREEMENT is made between the United States of America, acting through the Navajo Area Indian Health Service, hereinafter referred to as IHS, Department of Health and Human Services, under and pursuant to the provisions of Section 7 (a) (3) of Public Law 86-121 (42 USC 2005 (a), 73 Stat. 267), and the Navajo Tribal Utility Authority, hereinafter referred to as the NTUA, acting through its General Manager.

WHEREAS, IHS and NTUA have previously coordinated the provision of potable water tank paint inspection for PL86-121 projects in conjunction with a (Memorandum of Understanding) MOU dated May 1999.

WHEREAS, the NTUA is desirous of assisting the IHS in performance of potable water tank painting inspection and has requested a cost reimbursement method change; and,

WHEREAS, the NTUA has the personnel and equipment to perform the aforementioned tank painting inspection; and

NOW THEREFORE, in order to carry out the tank painting inspection on various P.L. 86-121 projects, the parties mutually agree:

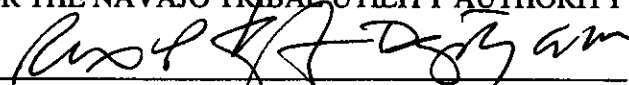
1. The May 1999 MOU is hereby rescinded and replaced with this revised version. This revision, for payment purposes, is retroactive to the FY 2001 painting season.
2. Prior to the tank painting season, IHS will submit to NTUA a proposed tank painting schedule which lists the names, project numbers, locations, sizes and approximate tank paint inspection dates.
3. The NTUA shall follow Section 5.09 of the IHS/NECA Specifications for inspection of water tank painting, and NTUA tank painting inspectors shall have a copy on-site at all times. The NTUA Tank Paint Inspector shall also have a copy of American Water Works Association (AWWA) Standard, AWWA D102, "Painting Steel Water Storage Tanks" and a copy of the Steel Structures Painting Council (SSPC) specifications available for reference.
4. The NTUA will perform these operations utilizing its personnel and equipment on a nonprofit cost basis in accordance with schedules to be jointly developed by the IHS and the NTUA. The NTUA Tank Paint Inspector shall document his inspection in a NACE Coating Inspector's Log and at a minimum will include the information required by the IHS/NECA Tank Painting Specifications.
5. The NTUA Tank Paint Inspector shall coordinate his inspection schedule, with the IHS Project Manager and NECA Tank Painting Foreman, and at end of each workweek will

provide copies of the weekly timesheets, tank painting inspection logs and reports to the IHS Project Manager and NECA Tank Painting Foreman.

- 6. The NTUA will establish an individual work order for each tank. After the Tank Paint Final Inspection and verification of punch completion (if required), NTUA will submit a complete set of time sheets, logs, reports, and a work order invoice to the IHS Project Manager.
- 7. The IHS, upon receipt of a work order invoice and all required timesheets, reports, verification of punchlist completion (if required) and logs will reimburse NTUA for the work order amount. It is agreed that IHS tank inspection liability will not exceed the actual labor, equipment and material cost required to paint the tank.
- 8. Because of relationships established by the Project Specific Memorandum of Agreements, the NTUA Tank Paint Inspector does not have authority to direct the NECA tank crew's work. The NECA Superintendent and IHS Project Manager must authorize scope of work changes or major corrections. The NTUA Tank Paint Inspector shall contact either the NECA Superintendent or the IHS Project Manager to coordinate repair procedures.
- 9. After proper cure of the paint, the NTUA Tank Paint Inspector will notify the IHS Project Manager and determine a mutually acceptable final inspection date. To document the final inspection, the NTUA Tank Paint Inspector shall provide IHS a complete report and a verification of punchlist completion (if required). IHS is responsible for all costs required to address the final inspection punchlist and interior disinfection per TP-5.09.06.
- 10. Anniversary tank inspections and repairs, if any, will be at the discretion and expense of NTUA.
- 11. The NTUA Civil Engineer, NECA Superintendent, and the IHS District Engineer shall resolve field level disagreements. The NTUA Deputy General Manager and the IHS Director, DSFC, shall resolve disagreements not concluded by these personnel. Supporting information (inspections documents, manufacturers literature, final inspections reports, etc...) shall be provided to the Director DSFC and the NTUA Deputy General Manager for review prior to the resolution discussion.
- 11. This Agreement can be terminated by either of the participating parties by providing a thirty-day written notice.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

2/12/03  
Date

FOR THE NAVAJO TRIBAL UTILITY AUTHORITY  
  
General Manager, NTUA

2/13/03  
Date

FOR THE UNITED STATES OF AMERICA  
  
Director, Division of Sanitation Facilities Construction, Navajo Area IHS