

MEMORANDUM OF AGREEMENT

RCAP Solutions, Inc.,
Comite De Desarrollo Comunitario Portillo Miramar,
And University of Mayaguez Agricultural Extension Services

Purpose:

The purpose of this Memorandum is to establish an Agreement among RCAP Solutions, Inc., the Comite De Desarrollo Comunitario Portillo Miramar, and the University of Mayaguez Agricultural Extension Services. concerning their respective roles and responsibilities for implementation of the provisions of the U.S. Environmental Protection Agency Region II "EJ Collaborative Problem-Solving for Safe and Clean Drinking Water in Rural Puerto Rican Communities" project entitled *Environmental Justice for Comite De Desarrollo Comunitario Portillo Miramar: Safe and Clean Drinking Water* (hereafter referred to as "the Project.")

Partners:

RCAP Solutions, Inc., represented by Ms. Karen Koller, is the lead agency on the Project and provides administrative oversight, technical assistance, technical training and project leadership.

Comite De Desarrollo Comunitario Portillo Miramar (hereafter referred to as "the Community"), represented by Lourdes Muñoz, is a collaborator on the Project and will receive the full benefits of implementation of the proposed Environmental Justice Project.

The University of Mayaguez Agricultural Extension Services (AES), represented by Dr. Jorge I. Velez Arocho, is a collaborator on the Project and will provide education and training for the Community focused on leadership development and community involvement.

Objectives of this MOA:

- To outline the key features of a cooperative working relationship, to facilitate joint activities, to plan, implement and evaluate services; to develop efficient management of limited financial and human resources.
- To plan and implement a Project that contributes to the EPA EJ ultimate goals of clean/safe water, and healthy communities/ecosystems.
- To eliminate unwarranted duplication of services, minimize administrative costs, and increase participation of residents served through the system.

RCAP Solutions, Inc., the Community, and the University of Mayaguez Agricultural Extension Services enter into this agreement to ensure that the following goals of the Project, as detailed in the proposal to which this is attached, are implemented:

1. **The community will be educated.**
2. **The water systems must be assessed and brought into compliance.**
3. **The community must be empowered to have the capacity to address its own problems.**
4. **A clear course of future action will be formulated.**

Partner Activities

RCAP Solutions, Inc, Comite De Desarrollo Comunitario Portillo Miramar, and the University of Mayaguez Agricultural Extension Services are committed to working together for the benefit of the residents of the Community. The partners will make every effort to assist each other in achieving their missions to the extent allowable by rules and restrictions of all parties.

RCAP Solutions, Inc.

RCAP Solutions will lead the project and provide the necessary technical assistance in the implementation of treatment and improvements in the community water system required to move forward toward compliance with the Safe Drinking Water Act. RCAP Solutions will increase the technical and administrative capacity of the Community to manage and solve their problems. RCAP Solutions will help to create the conditions for improving health, economic prosperity and quality of life in the Community by providing technical assistance, training, and assistance with developing an Action Plan. RCAP Solutions will compile and submit all deliverables and reports as contractually required, and will administer the Project budget.

Comite De Desarrollo Comunitario Portillo Miramar

Community leaders will keep all community members informed about the agreement with RCAP Solutions and the Agricultural Extension Services regarding the development of the Project. The Community will encourage the residents to participate in trainings, lectures and workshops given by the collaborators and other entities. The Community will participate in the development of an Action Plan for the Project. The Community will apply their acquired knowledge in the management and operation of the water system and will implement the Action Plan created during the Project.

The Community will work with RCAP Solutions to obtain the resources needed for on-time Project success, within the budget agreed upon by all parties in this proposal.

The Community will inform the RCAP Solutions EJ Project Director on a monthly basis of expenses (including receipts, purchase orders, cost estimates) and will keep files of all Project documents (including attendance lists, reports) and other documentation that may be generated as a result of this Project.

University of Mayaguez Agricultural Extension Services

In collaboration with RCAP Solutions, AES will develop and conduct trainings and workshops that are designed to:

- Develop effective public interest, commitment and system leadership among the Community residents to facilitate their finding solutions to their problems.
- Teach Community residents about water resources, contaminants, waterborne disease, purification methods, and the relationship of natural and human activity

- Provide Community water system Operators with capacity to comply with the Safe Drinking Water Act regulations.

AES will work with RCAP Solutions to obtain the resources needed for on-time Project success, within the budget agreed upon by all parties in this proposal.

AES will inform the RCAP Solutions EJ Project Director on a monthly basis of expenses (including receipts, purchase orders, cost estimates) and will keep files of all Project documents (including attendance lists, reports) and other documentation that may be generated as a result of this Project.

AES will review and comment on drafts of the Action Plan to be produced during the course of the Project by RCAP Solutions and the Community.

All materials created and/or used by AES in this Project will be considered to be Project deliverables and copies will be delivered to RCAP Solutions for inclusion in reports as indicated in the Project Work Plan.

AES will submit a final report of Project activities to RCAP Solutions within 30 days of the ending date of the Project.

Limitations

The parties understand that participation in this agreement is limited to activities designed to fulfill the objectives and outcomes of the Project.

Period of Agreement

The agreement shall commence on July 1st, 2007 and remain in effect until June 30th, 2009 unless terminated or modified by agreement of the parties and the EPA Project Officer.

Procedures for amendment:

This MOA may be modified by mutual agreement of RCAP Solutions Inc, Comite De Desarrollo Comunitario Portillo Miramar, The University of Mayaguez Agricultural Extension Services (AES) and the EPA Region 2 Project Officer responsible for oversight of the Project.

Any modification desired by one party will be preceded by 30 days written notice to the signatory of the other parties and the EPA Region 2 Project Officer. If necessary, those modifications will be discussed at a meeting with no less than a seven-day advance notice forwarded to all parties.

The parties state that in the participant's selection there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin, social status, physical or mental handicap, political or religious beliefs, or status as a military veteran.

The parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this agreement,

The parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this agreement, in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Comptroller of Puerto Rico has made its investigation, whichever occurs first.

The parties consents to exempt and exonerate the other from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnization for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of the party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this agreement.

Either party may rescind the present agreement by notification thirty (30) days prior to the date of the rescission. One party may immediately cancel the agreement without prior notice upon the other party committing negligence, non-compliance or violation of a condition of the present agreement.

RCAP Solutions, Inc., or Comite De Desarrollo Comunitario Portillo Miramar shall not use the University of Puerto Rico, its initials UPR, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the Institution, for any matter related to the activities that are object of this agreement, without the Express and written authorization by the University of Puerto Rico.

According to Law Num. 18, October 30, 1975, no service object of this contract will be demanded until the contract has been registered in the Office of the Comptroller of Puerto Rico.

MEMORANDUM OF AGREEMENT
Signatures

Karen A. Koller, CAE
President & CEO
RCAP Solutions, Inc.

Date

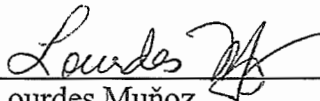


Juan Campos

Community Development Specialist
EPA EJ Project Manager
RCAP Solutions, Inc.

04/09/07

Date

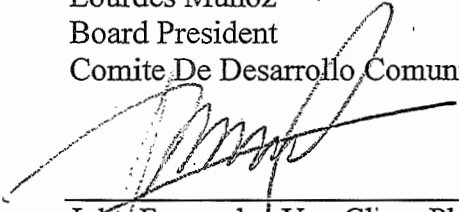


Lourdes Muñoz

Board President
Comite De Desarrollo Comunitario Portillo Miramar

04/9/07

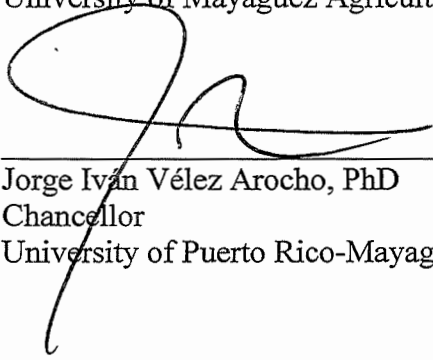
Date



John Fernandez Van Cleve, PhD
Dean of Agricultural Sciences
University of Mayaguez Agricultural Extension Services

10-4-2007

Date



Jorge Iván Vélez Arocho, PhD
Chancellor
University of Puerto Rico-Mayaguez Campus

22 May 2007 - JVA

Date