

Memorandum of Agreement

Between the
Florida Department of Environmental Protection (DEP)
and the
University of Florida Institute of Food and Agricultural Sciences (UF/IFAS)
for
Implementation of 3rd Party Green Industry Best Management Practices
Training Program Reviews

A. Purpose of Agreement

The purpose of this Memorandum of Agreement is to establish agreement, duties, policies, and procedures to approve 3rd party training courses and testing as equivalent to or more comprehensive than the DEP-UF/IFAS Florida-Friendly Landscaping™ Program's Green Industry Best Management Practices (BMPs) training program currently in use, in accordance with the provisions of 403.9338(1)(b) F.S.

All agency records, reports, and monitoring data, other than proprietary information exempted under s. 403.074 Florida Statutes (F.S.) or s. 403.111 F.S., constitute public record and are subject to the provisions of Chapter 119 F.S.

B. Stipulations

The Department of Environmental Protection actively encourages trade associations and educational institutions to join with DEP in promoting pollution prevention education programs among their members and the public to achieve compliance with environmentally sound landscaping practices;

The University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) Extension Service maintains a network of extension agents throughout the state and actively desires to promote environmentally sound agricultural practices;

All parties agree that both timely and accurate review and adherence to BMP principles are of great importance to the mission of training applicators of fertilizer to urban landscapes;

All parties acknowledge that, if fertilizers are applied in accordance with BMPs the potential for environmental harm can be minimized;

DEP promotes personal environmental stewardship by each individual and corporation in the state, and that education of the landscaping community in the methods of pollution prevention and responsible landscape management is essential to their ability to achieve such stewardship;

DEP and the UF/IFAS have published BMPs that reduce the potential for surface and ground water contamination.

THEREFORE, DEP and UF/IFAS agree as follows:

All parties agree to work cooperatively to resolve technical issues and to ensure progress in achieving widespread implementation of BMPs;

All applications for 3rd party training program review shall be scheduled for submission with the DEP Green Industries BMP (GI-BMP) Technical Advisor, and submitted to the DEP Nonpoint Source Management Section.

Due to limited resources available for proper review, new programs for review from not-for-profit trade associations, and those from accredited public or private educational institutions proposing a 2 credit-hour or greater secondary or college-level course (32 classroom hours), will be given priority in evaluation.

Four copies of all materials for review shall be submitted. One will be retained as filed, the others disseminated for review. Reviewers shall include the DEP GI-BMP Technical Advisor, the UF/IFAS GI-BMP Statewide Program Coordinator, and the UF/IFAS GI-BMP Faculty Science Advisor.

All aspects of the program, including tests, shall be reviewed for technical accuracy, adherence to BMP principles, adequacy and depth of material, and administrative and test security.

While review will be performed in a timely manner given workload constraints, it is realized that considerable informal discussion, negotiation, and editing may be required before a program is found acceptable for approval, and no firm timelines will be set. Formal approval by DEP and UF/IFAS shall not be forthcoming until consensus is reached by all parties, and corrected documents are provided.

Formal approval shall consist of a letter of approval signed by the three reviewers and the administrator of the DEP Nonpoint Source Management Section.

This MOA contains the entire agreement of the parties and no modification of this MOA shall be effective unless executed in writing by the parties.

In case any one or more of the provisions contained in this MOA shall, for any reason, be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision and this MOA shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

This MOA may be terminated, with or without cause, by any party to the MOA upon written notification to all other parties. Such written notification must occur at least 30 days prior to termination of the MOA.

This Memorandum of Agreement shall remain in effect until modified or revoked.

WHEREFORE, the parties have affixed their signatures to this Memorandum of Agreement on this _____ day of _____, 2010.

FOR UF/IFAS

Handwritten signature of Joan A. Dusky in black ink.

Joan Dusky, Associate Dean for Extension

FOR DEP

Handwritten signature of Jerry Brooks in black ink.

Jerry Brooks, Director, Division of
Environmental Assessment and Remediation