

Agreement

For “Contain the Rain” BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County, Kansas, acting through its Public Works Department (hereinafter “the County”) and Westwood, Kansas, (hereinafter “the City”) (hereinafter each a “Party” and collectively “the Parties”) as of the 12th day of March, 2026 (“Effective Date”).

Recitals

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion and reduce flooding caused by stormwater.

B. The Stormwater Management Advisory Council determined that it is in the best interests of the residents of Johnson County for the County’s Stormwater Management Program to participate in a cost-share program with the City that promotes the use of best management practices (“BMPs”), including rain barrels, rain gardens, native trees, native plantings, and other projects on residential property to reduce stormwater runoff as well as increase public awareness of stormwater-related issues, all as required by federal NPDES stormwater rules and regulations. The County has established general program requirements to accomplish these goals and has named this type of program “Contain the Rain”.

C. The City has developed a Contain the Rain Program (“Program”), which is a BMP cost-share program which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, agrees to provide funding for the City’s Program as approved in the County’s Stormwater Management Program expenditures and upon the following terms and conditions:

Agreement

1. **Recitals Incorporated.** The Parties agree that the recitals above are incorporated into this Agreement.
2. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater BMPs. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached **Exhibit A**.
3. **County Contribution.** The County agrees to contribute funding towards the Program pursuant to the County’s annual approved expenditures for the County’s Stormwater Management Program during the applicable Agreement or renewal term, the Stormwater Management Program Policies and Administrative Procedures, and the County’s Contain the Rain Program Requirements.

4. **Program Requirements.** The City agrees to comply with the County's Contain the Rain Program Requirements which are attached as **Exhibit A**.
5. **Demonstration Project.** The City may use a portion of the County-approved funding for the purpose of installing one (1) demonstration project. This demonstration project must be approved by County Stormwater Management Program staff and meet the intent of educating the public about the Program and encouraging participation. The City will be reimbursed at 50% of the total demonstration project cost, including materials and labor, up to a maximum of \$3,000.
6. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City's sole cost and expense.
7. **Quarterly and Final Reporting Requirements.** Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter. The City agrees to provide a final report and invoice on or before December 31st, formatted as set forth in the attached **Exhibit B**, to the County summarizing the projects completed under the Program.
8. **Term, Renewals, and Termination.** This Agreement shall be effective as of the Effective Date, and shall expire at the end of one (1) year. This Agreement shall automatically renew for successive one (1) year periods. Either Party may elect to terminate the Agreement, such termination to be effective upon not less than sixty (60) days prior written notice to the other Party's respective stormwater management program manager. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither Party has any unfilled obligations under that agreement.
9. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

If to the County:

Lesley Rigney
Johnson County Stormwater Management
Program
1800 W. Old 56 Highway
Olathe, KS 66061

Lesley.Rigney@jocogov.org

If to the City:

John Sullivan
Director of Public Works City
of Westwood
4700 Rainbow Boulevard
Westwood, KS 66205

john.sullivan@westwoodks.org

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

**Board of County Commissioners of
Johnson County, Kansas**

City of Westwood

Mike Kelly, Chairman

David E. Waters, Mayor

Attest:

Attest:

Megan Johnson
Deputy County Clerk

Abby Schneweis
City Clerk

Approved as to Form:

Approved as to Form:

Scott Abbott
Assistant County Counselor

Ryan Denk
City Attorney

Exhibit A
Contain the Rain Program Requirements

The County provides BMP Cost-Share Program funding to support cities creating a Contain the Rain Program (CTR Program). To receive reimbursement funding supporting the City’s CTR Program, the City must submit an application to the County for each year for the County to approve the City’s CTR Program and requested funding amount.

A participating City agrees to encourage individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMPs) on their property to aid in the improvement of local and regional water quality. Additionally, the City agrees to use a CTR Program to encourage planting native plants and trees to support the natural ecosystem and provide food sources for birds and pollinators. The only plantings eligible for reimbursement are native plants and native trees. The County’s BMP Cost-Share Program will reimburse an approved city for up to 50% of eligible expenses made by a city’s CTR Program, not to exceed a project reimbursement cap for the proper installation of the following BMPs:

Project Type	Project Reimbursement Cap
Rain Barrel	\$75 per barrel, up to two
Native Tree	\$150 per tree, up to two
Native Plant Garden (must receive runoff)	\$1,000
Rain Garden (pre-approval required)	\$1,000
Permeable Pavers/Concrete (pre-approval required)	\$1,000
Floating Wetlands (pre-approval required)	\$1,000
Cisterns/Large Catchment (pre-approval required)	\$1,000

The following are guidelines that the City should consider using for their CTR Program and providing to applicants to the City’s CTR Program:

1. Make clear to applicants that all trees and plants must be native to the region. Cities may provide plant lists to participants for guidance.
2. All reimbursements made on a first-come, first-served basis while funding is available. Pre-approval of project does not guarantee reimbursement.
3. Homeowner is responsible for verifying the tree species is appropriate for space. Consult <https://www.arboday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining applicable permits, including notifying Kansas One-Call before digging. The Dig Safe phone number is 811.
7. To be reimbursed:
 - a. City will reimburse participant after all costs have been incurred, final receipts submitted and project final approval obtained.
 - b. All reimbursements are on a first-come, first-served basis until funding runs out.
 - c. Applicant is responsible for all project costs.

8. For Rain Gardens Only:
 - a. Pre-approval required before work can begin to ensure appropriateness of practice.
 - b. City requires access to property for evaluation of the application prior to the start of project, during installation and after project is complete for final inspection.
 - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by City.
 - d. Implementation of approved project is sole responsibility of applicant.

SMP Process for Rain Gardens in SMP-Administered Cities (De Soto, Fairway, Lake Quivira, Mission Woods, Westwood, Westwood Hills)

1. Complete pre-approval application. Applicant provides:
 - a. Completed online application at containtherainjoco.com
 - b. Description of proposed project and preliminary sketch or design including plant list
 - c. Photo(s) of project location on property, showing overland flow of stormwater
 - d. Cost summary and/or contractor's estimate for project
 - e. Anticipated project schedule and completion date
2. Submit form and supporting documents/photos online or mail to contact below.
3. A site visit will be scheduled by JoCo SMP staff. This initial site visit must be complete before work can begin.
4. After initial site visit, and once pre-approval is issued, project may begin.
5. Contact JoCo SMP staff for final inspection once project is complete.
6. Submit final receipts and photos, if applicable, to JoCo SMP staff for final approval.
7. Approval decision will be issued within five business days of completed final application.
8. Payment of approved projects will be issued within six-eight weeks.

All reimbursements made on a first-come, first-served basis while funding is available. Pre-approval of project does not guarantee reimbursement.

Exhibit B

Contain the Rain Final Report Template

Total Reimbursement Amount Requested/ Official Invoice Including Financial Statement or Documentation of Payments to Participants

Project Table

Last Name	First Name	Street Address	City	Zip	Email	Project Type	Project Reimbursement

Project Narrative

- Program Background: Include brief overview of project, name(s) of program contacts, program website
- Promotion/ outreach methods and strategies
- Participation overview
- Program assessment (successes, lessons learned, suggestions for program improvement)
- Project Documentation (photos, unique designs, positive feedback)
- Project Location Map