Agreement for Funding of Services WICHITA-SEDGWICK COUNTY HISTORICAL MUSEUM

THIS AGREEMENT is made and entered into on this _____ day of _____, 2015, by and between Sedgwick County, Kansas ("County") and the Wichita-Sedgwick County Historical Museum Association, Inc. ("Museum" or "Contractor").

WHEREAS, Museum (a non-profit organization) has submitted a request to County for funding of a service which will benefit residents of Sedgwick County; and

WHEREAS, the purpose of this agreement is to state the terms and conditions under which County will provide said funding.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

- 1. <u>SERVICES</u>. Museum will provide the following services to residents of Sedgwick County:
 - Funds provided by County will be used for general operating support of Museum's services, including guided school tours, exhibits, private programs, publications, access to archives and membership development.
- 2. <u>STATUS OF MUSEUM.</u> Museum and County agree that services rendered under this agreement are rendered by Museum as an independent contractor, and not as an officer, agency, agent or employee of County. County supplies funding to Museum under this agreement to support the service(s) described in paragraph one (1) above for benefit to residents of Sedgwick County.
- 3. <u>TERM</u>. The term of this agreement shall commence upon its execution by both parties and shall terminate on December 31, 2016.
- 4. <u>COMPENSATION</u>. In consideration for the services provided by Museum for residents of Sedgwick County as described in paragraph one (1) above, County shall cause payment to be made to Museum in the amount of Ninety Thousand Two Hundred Eighteen Dollars (\$90,218.00) for calendar year 2016 as set forth in Appendix B.

Museum agrees that billings and payments under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of County. Subject to the maximum amount of Twenty Two Thousand Five Hundred Fifty Four Dollars and Fifty Cents (\$22,554.50) per quarter, payment shall be made during the first month of each calendar quarter after receipt of billing, and the amount of payment shall not exceed one-fourth of the maximum amount of this agreement. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Appendix A and paragraph five (5) below. Payments shall be made to Museum only for items

and services provided to support the services described in paragraph one (1) above. County reserves the right to disallow reimbursement for any items or service billed by Museum if County believes that any item or service was not provided to support the services described in paragraph one (1) above. After approval, payments shall be mailed to Museum's address as follows:

Wichita-Sedgwick County Historical Museum Association Attn: Eric M. Cale, Museum Director 204 South Main Wichita, Kansas 67202

- 5. <u>QUARTERLY REPORTS</u>. Museum shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County may request pertaining to matters covered by this agreement by the 10th day of the month following each calendar quarter.
- INSPECTION/AUDIT OF FACILITIES AND RECORDS OF MUSEUM. 6. County shall have the right of inspection of Museum's facilities and records at any time during Museum's regular business hours, and at any other time after providing Museum twenty-four (24) hours notice. This shall include the right to monitor and inspect Museum's programs, and the right to inspect all books containing any type of participant data or financial documentation pertinent to funding provided by Sedgwick County. All documentation pertinent to services provided and financial records shall be maintained by Museum for a minimum of four (4) years. appropriate County submit to annually Museum shall Additionally, documentation/records audited concerning use of the County's expense. It is understood that the Museum's financial matters are currently audited annually by a firm of certified public accountants pursuant to a policy established by the Museum's governing body.
- 7. <u>OPEN TO PUBLIC</u>. Services rendered by Museum, which are funded by Sedgwick County tax levies, shall be open to the general public, pursuant to any admission charges as may be determined by the Museum from time to time.
- 8. <u>AUTHORITY</u>. Each person executing this agreement on behalf of the parties to this agreement represents and warrants that he is duly authorized by that party to bind the party for which he is signing.
- 9. <u>SIGN(S)/DECAL(S)</u>. Museum agrees to allow County, upon County's request, to place sign(s) or decal(s) on Museum's premises (i.e. at the front entrance to facility, vehicle doors, etc.), said location to be mutually agreed upon in advance by the parties. Said sign(s) or decal(s) shall state: "A portion of the funding for this program is provided by the Board of County Commissioners" or similar language evidencing Sedgwick County's contribution to Museum's operations.
- 10. <u>APPENDICES</u>. Appendix A General Contractual Provisions and Appendix B Application for Sedgwick County Funding in 2016 are attached hereto and made a part hereof as if fully set out herein. Should the provisions of Appendix A conflict with the provisions of this agreement, the provisions of this agreement shall control.

IN WITNESS WHEREOF, County and Museum have executed this contract as of the day and year first above written.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS				
KELLY B. ARNOLD, County Clerk	RICHARD RANZAU, Chairman Commissioner, Fourth District				
APPROVED AS TO FORM	THE WICHITA-SEDGWICK COUNTY HISTORICAL MUSEUM ASSOCIATION, INC				
La Llowell KAREN L. POWELL	By: ERIC M. CALE, Museum Director				

Assistant County Counselor

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APPENDIX A GENERAL CONTRACTUAL PROVISIONS Funding Agreement

1. AUTHORITY TO CONTRACT.

- A. Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.
- B. Required Documentation. Domestic (Kansas) corporations shall: 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
- 2. INDEPENDENT CONTRACTOR RELATIONSHIP. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Contractor is at all times, as a grant recipient, acting as an independent contractor and not as an officer, agent or employee of County. As an independent contractor and grant recipient, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

3. PERSONNEL.

- A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.
- B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance may require the use of criminal or other legal background checks upon personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. Participant Safeguard. Contractor certifies that:

(1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period immediately prior to the date of execution of this contract or during the pendency of this contract, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

- (2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and
- (3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period immediately preceding the date of execution of this contract or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2115 and KSA 8-2118; and
- (4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the contract administrator of this agreement for the County. The contract administrator's decision shall be final for purposes of compliance with this agreement. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.
- F. Violation; Penalty. Violation by Contractor of any portion of this Appendix A, section 3, PERSONNEL is deemed a material breach of the agreement. In the event of such a breach by Contractor, no penalty shall be assessed to the County for termination of the agreement.

4. PROHIBITION OF CONFLICTS OF INTEREST.

- A. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.
- B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.
- C. Employee Conflicts. Situations in which: 1) an employee of the County shall also be an employee of Contractor at time of agreement; 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement; or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in section 20 below.

5. FUNDING.

- A. Reprogramming of Funds. In the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.
- B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement, after providing Contractor with notice of its intent to do so and having given Contractor a reasonable period to perform.

- C. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
- D. **Non-Supplanting Existing Funds.** Contractor assures that funds made available by County pursuant to this agreement will not be used to supplant existing funds or other funding sources, but will be used in addition to those existing funding sources.
- E. Unexpended Funds. Contractor shall be solely responsible for returning funds to any supporting agency when required, and for off-setting the impact of any funding source withholding future funding for reasons attributable to administrative, accounting, or expenditure errors of Contractor. Upon termination or expiration of the contract, any unexpended funds shall be returned to County.
- 6. **PROGRAM INCOME**. Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, as required in this agreement and shall be used to offset the costs related to the program.

7. RECORDS, REPORTS AND INSPECTION.

- A. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain all documentation pertinent to services provided for a minimum of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitates maintenance of records beyond this three (3) year period.
- B. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the term of this contract and for a three (3) year period following final payment under the terms of this contract. Contractor gives County, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.
- C. Reports. Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract. Contractor shall submit to County annually appropriate financial documentation/records to be audited by County or its designee at County's expense.
- D. Inspection. County shall have the right of inspection of Contractor's facilities and records at any time during Contractor's regular business hours, and at any other time after providing Contractor twenty-four (24) hours notice. This shall include the right to monitor and inspect Contractor's programs, and the right to inspect all books containing any type of participant data or financial documentation pertinent to funding provided by County.
- E. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or voucher, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting document pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.
- F. Audit. Contractor shall provide for an annual independent audit of its financial records which applies to this contract only and shall provide a copy of said audit to County, if requested.
- G. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

8. METHOD OF BILLING AND PAYMENT.

- A. **Billing Procedures**. Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this contract, payment shall be made in four equal amounts, with the first payment being made at the commencement of this agreement. The three remaining payments will be made after receipt and upon satisfactory review of Contractor's quarterly reports, and the total amount of payments shall not exceed the maximum amount allowed by this contract. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas.
- B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in this Appendix A, section 7, RECORDS, REPORTS AND INSPECTION above.
- C. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.
- D. **Mailing Address**. Payments shall be mailed to Contractor's address as listed in this Appendix A, section 20, NOTIFICATIONS or at such other address as Contractor may provide in writing.
- 9. **PARTICIPANT INPUT**. Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute. Such participant input shall be made accessible to County, if requested.
- 10. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.
- 11. **EPA APPROVED BUILDING.** Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed (or being considered for such listing) on the Environmental Protection Agency's (EPA) list of Violating Facilities.
- 12. HANDICAPPED ACCESSIBILITY. Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.
- 13. **ASSIGNMENT.** Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
- 14. **SUBCONTRACTING**. None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits, and amendments, if any.
- 15. **PUBLICATION OF CONTRACT RESULTS.** If this contract results in the production of copyrighted material, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted. All published material and written reports shall give notice that funds were provided by a grant from County.

16. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

- A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B.
- B. Governing Law. This agreement shall be interpreted under and governed by the laws of the State of Kansas.
- C. Compliance with Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.
- D. Access To Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.
- E. **Open Meetings and Open Records.** To the extent said provisions apply, Contractor agrees to comply with the Open Meetings Act, K.S.A. 75-4317 et seq. To the extent said provisions apply, Contractor agrees to comply with the Kansas Open Records Act, K.S.A. 45-215 et seq. Any violation of the provisions of this section 16.E may be a material breach of this agreement.
- 17. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*
- A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.
- B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- C. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- F. The provisions of this section shall not apply to a contract entered into by a Contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

18. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

- B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reason(s) for the termination and the effective date of the termination. At the time of termination, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination.
- 19. **INDEMNIFICATION**. Subject to the limitations of the Kansas Tort Claims Act, Contractor agrees to fully indemnify, defend, and hold harmless County, its officers, agents, employees, and volunteers from and against any and all loss, damage, liability, claim, demand, or cause of action whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission or willful misconduct of Contractor, its officers, employees, independent contractors, or representatives in the performance of this Agreement.
- 20. **NOTIFICATIONS.** Notifications required pursuant to this contract shall be made in writing and mailed, first class postage paid to the addresses shown below. Such notification shall be deemed complete upon mailing.

County:

Ron Holt, Assistant County Manager

525 N. Main, Suite 343 Wichita, KS 67203-3790

and

Sedgwick County Legal Department

Attn: Contract Notification Sedgwick County Courthouse 525 N. Main, Suite 359 Wichita, KS 67203-3790

Contractor:

Wichita-Sedgwick County Historical Museum Association

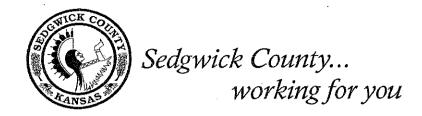
Eric M. Cale, Museum Director

204 S. Main

Wichita, KS 67202

- 21. **AMENDMENTS/MODIFICATIONS.** If both parties agree, this contract may be amended; however, any amendments or modifications to this agreement must be set forth in writing and signed by both parties.
- 22. **SEVERABILITY.** If any provision of this contract is declared illegal or unenforceable, the other provisions of this contract shall remain in full force and effect.

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APPLICATION FOR SEDGWICK COUNTY FUNDING IN 2016

Due Date: March 30, 2015

1. Total 2016 Request: \$ 90,218

2. Agency:

Wichita-Sedgwick County Historical Museum

3. Program:

General Operating Support

4. Name, Title, Address, & Phone Number of Contact Person:

Eric Cale, Museum Director 204 S. Main, Wichita, KS 67202 265-9314 ecale@wichitahistory.org

5. Agency Mission or Purpose:

The Wichita-Sedgwick County Historical Museum's Mission is to educate the community and its visitors about local history by collecting, preserving and interpreting materials reflecting the heritage of Wichita and Sedgwick County.

6. 2013 Total Expenditures:	\$ 608,603	2012 County Funding: \$ 90,218
2014 Total Expenditures:	\$ 534,101	2013 County Funding: \$ 90,218
2015 Total Budget:	\$ 660,077	2014 County Funding: \$ 90,218
2016 Proposed Budget:	\$ 709,895	2015 County Request: \$ 90,218
(Attach Schedules A	and R)	

(Attach Schedules A and B)

7. List and identify all other sources of funding for each year:

	2013	2014	2015	2016
Federal	n/a	n/a	n/a	n/a
State	n/a	n/a	n/a	n/a
City	\$ 142,477	\$ 104,880*	\$ 155,609	\$ 155,609
Program Income	\$ 296,378	\$ 235,445	\$ 86,000	\$ 90,300
Other	\$ 446,795	\$ 196,320	\$ 404,468	\$ 463,986

^{*} additional \$50,729 of 2014 city funding paid in Jan. 2015 - total 2014 city support was \$155,609

8. Description of Program proposed to be paid for with County funding:

From the beginning pioneers had the sense that they were making history as they set to work settling what is now, Sedgwick County. Through their early efforts and later, after decades of planning, the Historical Museum was finally established in 1939. In the years since, the Museum has upheld a tradition of preserving, examining, interpreting and celebrating Sedgwick County's history and cultural heritage through a range of exhibits, publications and programming. The Museum's exhibits, as well as the Museum's related resources, are made available to the general public six days a week. Museum programming is responsive to the diversity of our area's history and cultural heritage. The Museum offers both long term and changing temporary exhibits utilizing over 20,000 square feet of exhibit space. The Museum also uses its outstanding collection and archives to interpret local history through exhibits, programs, events, tours, audio/visual productions and publications, as well as on the world-wide-web. The public is also granted archival and web-based resources by the Museum.

9. Program Goals and Objectives for the proposed year (specific and measurable):

Program Goal 1:

Demonstrate average annual growth over three years, including prior historical performance in earned income and/or private contributions.

Program Goal 2:

Demonstrate average annual growth over three years, including prior historical performance in total attendance, paid attendance, school group attendance and attendance or outreach to identified underserved populations.

Program Goal 3:

Museum shall demonstrate average annual growth over three years including prior historical performance in collaborative partnership participation to share resources among multiple cultural arts organizations.

 Measures of Program Outcomes (What do County taxpayers get for their investment in your program? Include results from 2013 operations and projections for 2014 and 2015.)

The Wichita-Sedgwick County Historical Museum is the primary resource for Sedgwick County history and is utilized by the area's citizens and visitors as well as researchers world-wide. The Museum promotes Sedgwick County world-wide through publishing, exhibits and by providing information about our unique and compelling history. The Museum preserves our history through actively collecting important objects; this permanent collection currently holds over 80,000 artifacts, many of which are unique to our local history. Within the Museum, visitors benefit through a unique, self-directed educational experience, examining the full, encyclopedic scope of our collective local heritage. The experience fosters a higher level of thinking about our community - rendering our past as a resource for the future.

The Museum's visitor attendance increased to 13,591 in 2014 by 10% over the previous year. The Museum functions as a community gathering place. The Museum provides discounted admission to attract many groups and offers affordable meeting space to non-profit organizations and civic groups. The Museum currently looks ahead to the redevelopment and restoration of adjoining Heritage Square to augment its connection to the community.

The Museum has developed collaborations with media providers, other educational institutions, civic organizations, other cultural arts organizations, non-profit groups and businesses in the local community. Each area of collaboration poses its own specific challenges and its own special benefits. The Museum has participated with cultural organizations for the Big Read, Senior Wednesdays, ARTDOG, National History Day, and Final Fridays, among others. We have developed projects for partnership with Kansas Humanities Council, Friends University, and Old Cowtown Museum. We have provided resources to the Kansas African American Museum, Old Cowtown Museum, the Mid-America All Indian Center, the Orpheum Theatre, Wichita State University, the City of Wichita, the Wichita Public Library, the Chamber of Commerce, and Rotary of Wichita and many more. Media sponsors include the Wichita Eagle, KMUW and KPTS. Business sponsors include, McClelland Sound, Fidelity Bank, The Frame Guild and Watermark Books & Café.

An important method of measuring the Museum's success is gauging its effectiveness in meeting the needs of children by tracking the number of students who tour the Museum through their schools. Other programs also draw students to the Museum. These include special interest organizations such as scout groups, National History Day Competition, Big Brother, Big Sisters, and organizations for youth as well as individuals attracted by special programs developed by the Museum for their education. The Museum has increased engagement with these groups and has made extraordinary efforts to accommodate every request for museum experiences. School tours however remain by far the greatest source of student visitation and are tracked separately and are cited exclusively for this goal. Students visiting the Museum through school tours during 2014 numbered 2,234 (representing sixty-two schools), maintaining the level of the previous year but eluding the goal of increasing student participation through traditional school visits.

Quantifiable data indicates that while tours from private schools are increasing, tours by teachers in Unified School District 259, the largest in Sedgwick County, have declined in recent years. The Museum has remained consistent in its programming and mode of operation and continues refining its programs to meet standards and benchmarks. The distribution of information through established district channels is utilized to the fullest advertising no-cost tours and transportation funding. Additionally the Museum continues to offer district "in-service" opportunities and meeting spaces at the Museum, to both

teachers and schools administration. Further assessment of student engagement will be made through the Museum's Education Committee.

The Museum actively pursued development of new possibilities for student engagement during 2014. The Museum partnered with W.S.U.'s Elliott School of Communication which invested 1,000 student hours in developing a program designed to attract secondary students to an internship program involving them in collections management, interpretation and exhibit building and museum education.

The Museum has made additional efforts to attract students from other districts. This effort has met with success through a grant by the Kansas All-Star Scholarship Fund that has brought hundreds of additional student visitors from outside the county through the Museum over the 2014-15 school year. The grant written by the Historical Museum also includes visits to the Old Cowtown Museum. The Historical Museum has also secured additional funding through other sources making available transportation and providing access to the Museum for an estimated 1,500 additional students. These funds will be available on a first come first served basis to any school in Sedgwick County.

The Museum has taken new measures to further develop and manage school tour visits and the volunteer docent pool needed to accommodate them. Expectations are that these efforts will lead to increased engagement by schools during the upcoming 2015 – 16 school year.

Compared to other museums, the Historical Museum is doing well especially for a history museum. In the museum world, history museums are unique. On average, admission fees generate only 5% of the operational income of American history museums. Nationwide, history museums are shown to attract far fewer visitors than other types of museums. Art museums typically attract five times more visitors than history museums, children's museums attract 14 times more and science museums attract 40 times more. None-the-less, no type of museum offers as wide a range of content, directly relevant to a general audience, as a museum of local history.

The Museum is supported by a traditional "card carrying" membership currently numbering about 600 and adding 100 new members during 2014. The Museum boasts a significant presence on the internet, enjoying increasing popularity on social media sites such as Facebook; 3,188 fans, up from 2,478 in 2014 which was up from 1,712 in 2013; and on Twitter, 3,123 up from 2,723 in 2014 and up from 2,262 in 2013. The Museum maintains content on the sites of Youtube and Flickr as well (search under "wichitahistory"). Those engaged through the social network constitute a new type of museum member. Visitors to the Museum's website are able to link to these sites from the homepage. The Museum's website (wichitahistory.org) has been well received by both the museum community and the general public with 148,900 visits by 50,900 unique visitors, viewing 618,377 pages in 2014. Additionally, the Museum's curator answers hundreds of inquiries annually from around the world and provides publishers as well as historians with invaluable material and information about Sedgwick County.

The level of programming in 2013 was maintained during 2014. Forty-two programs were provided to the general public, often through community partnerships with both institutional and corporate/commercial entities. These include author events, historic presentations, special programs directed towards seniors and children and families. Additionally the Museum provides the public with a venue for meetings and receptions, numerous special tours, activities during the Museum's Ice Cream Social, Smithsonian Magazine Museum Day; River Festival free day; and the Carillon Concert Series with public performances occurring throughout the year sounding from the Museum's tower. The current level of programming will be maintained in 2014 and 2015.

The Museum's exhibits are at the center of most events and programs and are the most distinctive and unique product offered by the Museum. At any given time the Museum features two-dozen various exhibits. Of those many are special, changing exhibits.

Twenty Special Exhibits were staged in 2014, including:

- 75th Anniversary Exhibit "The Future of your History"
- Davis Gallery: New exhibits: The Bison, Conquering Distance through Transportation & Communication, City Hall, About the Museum, Artifacts, The Sandbox.
- Riverside's "Boy and the Boot"
- Quilts from the Collection
- The Victorian Cottage in Summer Dress
- The Victorian Cottage in Mourning
- "Blue Moon" a night life retrospective.
- Anniversary of the Travel Air Mystery Ship
- "Festivals Windows on Collections"
- "The River Festival Buttons" the Museum's Complete Collection
- "Post No Bills" Local show-posters from the collection
- Downtown Modernist Galleries of Mid-century
- The Walter Beech Air Race Trophies
- Early Radio in Sedgwick County
- Furnishing the Atomic Era
- General John Sedgwick The County's name-sake

Long-term Exhibits (6) on view in 2014:

- "Remembering the Years" civic anniversary celebrations through the years.
- "Local Books and Local Authors" books about our area or by area authors
- "A Wichita Boy" a study of a boy's life during the Great Depression
- "Treaty of the Little Arkansas 1865"
- "Standing Up by Sitting In" the student protest for civil rights at the Dockum Drug Store

• Decorative Arts: Victorian Silver Plate, Cut Glass, Milk Glass, American Art Pottery, and the art of C.A. Seward.

Core Exhibits (6) on view in 2014:

- "Magic City" 1865 1911
- A Wichita Cottage immersive exhibit
- Spirit of Wichita 1912 1939
- The Jones Six Automobile immersive exhibit
- Drug Store immersive exhibit
- A Child's World

Looking ahead through 2015, several other entirely new special exhibits are planned. These exhibits complement the Museums long term exhibits, all open to the public six days a week.

- Mod-Rags from Teensville (styles of the 1960's)
- The Art of George Bellis
- Modern Silver
- Recent Additions to the Collection
- Spirited: Prohibition in America

Ongoing work updating the following exhibits will occur during 2015.

- Spirit of Wichita:
 - o Shadowlands night club,
 - o Aviation Theater.
- Magic City:
 - o Artifact Labels,
 - o Photography 1888.

Development of outdoor exhibit features for Heritage Square.

- Architectural Elements
- Vista Features
- Riverside Fountain "Boy and the Boot".

OPERATING BUDGET INFORMATION – SCHEDULE A

Agency: Wichita-Sedgwick County Historical Museum

	2013 Actual	2014 Actual	2015 Estimate	2016 Proposed	% Change 2015 to 2016
Salaries	\$ 234,750	\$ 265,256	\$ 276,837	\$ 298,600	7.9%
Benefits	44,158	48,774	51,240	55,240	7.8%
Office Supplies	4,511	3,435	3,400	3,570	5%
Printing	913	943	3,100	3,255	7.8%
Postage	3,390	3,956	3,500	3,675	5%
Telephone	4,843	4,342	4,600	4,830	5%
Electricity & Gas	40,538	44,059	49,000	51,450	5%
Rent	0	0	0	0	n/a
Building Maintenance	6,237	11,131	15,000	15,000	0%
Insurance	15,794	17,381	20,500	21,525	5%
Training	3,255	4,171	6,700	7,000	4.5%
Mileage	791	473	800	800	0%
Subscriptions, dues	1,369	1,730	2,000	2,100	5%
Other	248,054	145,831	332,000	242,850	-26.9%
Total	608,603	\$ 534,101	\$ 660,077	\$ 709,895	7.5%

Annual audit is conducted by Peterson, Peterson & Goss

SCHEDULE OF POSITIONS AND SALARIES – SCHEDULE B

Agency: Wichita-Sedgwick County Historical Museum

Position Title	2014		2015		2016		
(list each position and its FTE,	<i>!</i>	Actual		Current		Proposed	
1.0 for full time, 0.5 for half time,	%	%			%		
0.25 for 1/4 time)	FTE	Amount	FTE	Amount	FTE	Amount	
Museum Director	1.0	71,500	1.0	72,200	1.0	72,200	
Curator of Collections	1.0	47,100	1.0	48,520	1.0	48,520	
Exhibits Preparator	1.0	38,000	1.0	39,140	1.0	39,140	
Museum Educator	0.5	21,400	0.5	22,050	1.0	42,050	
Office Manager	0.5	19,600	0.5	21,090	0.5	21,090	
Curatorial Assistant	0.25	7,600	0.25	8,320	0.25	8,320	
Special Projects Coordinator	0.5	15,000	0.5	20,890	0.5	20,890	
Development Director	0.5	25,000	0.5	25,000	0.5	25,750	
Admissions Staff	0.25	11,000	0.25	11,330	0.25	11,330	
Week-end Admissions Staff	0.25	3,550	0.25	4,160	0.25	4,160	
TOTAL	5.25	234,750	5.75	272,700	6.25	293,450	

Payroll is administered by ADP