



Greater Boca Raton Beach & Park District

300 South Military Trail, Boca Raton, Florida 33486
Telephone: (561) 417-4599 Telefax: (561) 347-3945
www.mybocaparks.org

Board of Commissioners

Craig F. Ehrnst
Steven M. Engel
Robert K. Rollins, Jr.
Susan Vogelgesang
Erin A. Wright

REGULAR MEETING of the BOARD OF COMMISSIONERS July 5, 2017 ~ 5:15 P.M.

AGENDA

ROLL CALL:

CHANGES TO AGENDA:

PUBLIC REQUESTS:

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETINGS:

Regular Board meeting held on June 19, 2017

1

REGULAR BUSINESS:

1. 2017-2018 Budget Discussion
2. Renaming of the Sugar Sand Park Community Center
3. Ocean Strand – Master Plan Discussion
4. Ocean Breeze Update
5. Approval of Sugar Sand Park Explorium Exhibit–“*It’s A Nano World*” 5

APPROVAL OF INVOICES:

32

REPORTS AND DISCUSSION ITEMS:

Executive Director
District Counsel
Commissioners

FUTURE AGENDA ITEMS:

ADJOURNMENT:

NOTICE: Anyone wanting to appeal an official decision made on any subject at the meeting must have a verbatim record of the meeting, and the appeal must include the testimony and evidence on which the appeal is based.

GREATER BOCA RATON BEACH & PARK DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS
SUGAR SAND PARK - 300 SOUTH MILITARY TRAIL, BOCA RATON
June 19, 2017

The MEETING was called to order by CHAIRMAN Robert K. Rollins, Jr. at 5:15 p.m.

COMMISSIONERS PRESENT: Steven M. Engel
Robert K. Rollins, Jr.
Susan Vogelgesang
Erin A. Wright

CHANGES TO AGENDA: None

PUBLIC REQUESTS:
No public commentary was received.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETINGS:

MOTION was made by Commissioner Vogelgesang and seconded by Commissioner Engel to approve the minutes of the regular meetings held on May 22, 2017 and May 30, 2017.

MOTION UNANIMOUSLY APPROVED

REGULAR BUSINESS:

1. Approval of 2016-2017 Budget Amendment

Mr. Merv Timberlake, District Financial Advisor, advised that Amendment No. 1 to the 2016-2017 Budget is required to move \$4,354,000 from District Capital Reserves to District Capital Expenses to fund the following two items: 1) the deposit amount of \$2,400,000 for the Ocean Breeze Golf Course acquisition and 2) \$1,954,000 for the completion of the Sugar Sand Park Science Playground Project. He sought approval of Amendment No. 1 to the 2016-2017 Budget.

MOTION was made by Commissioner Vogelgesang and seconded by Commissioner Engel to approve Amendment No. 1 to the 2016-2017 Budget.

Discussion:

Commissioner Vogelgesang confirmed that the \$2,400,000 deposit for the Ocean Breeze acquisition would go back into the budget when the District receives funding from the City for the purchase.

MOTION UNANIMOUSLY APPROVED

2. Ocean Breeze – Approval to Engage Golf Course Consultant

Mr. Koski provided copies of a feasibility study prepared by NGF Consulting (a subsidiary of the National Golf Foundation) for an 18-hole golf course in Broward County. He suggested retaining NGF Consulting to assist in determining the market and financial feasibility of acquiring and redeveloping the Ocean Breeze Golf Course. He met with representatives of NGF, and they provided a summary outlining the proposed scope of services for acquisition of the 27-hole Ocean Breeze facility at a cost of \$20,000. A draft of the study would be available prior to the July 24th

joint meeting for City Council review. Mr. Koski recommends engaging the independent agency NGF Consulting to prepare a study for acquisition related due diligence of the Ocean Breeze property.

MOTION was made by Commissioner Engel and seconded by Commissioner Vogelgesang to engage NGF Consulting at a cost of \$20,000.

Discussion:

Commissioner Vogelgesang asked if the study would include the hotel. Mr. Koski responded “no”; however, the study will address marketing/branding recommendations and other key business considerations (i.e., hotel packages to generate business for the golf course).

Commissioner Engel inquired about other options for the hotel site. Mr. Koski responded that other options might include an Adult Congregate Living Facility, a civic/public facility, or the possibility of a land lease or sale of the property.

MOTION UNANIMOUSLY APPROVED

3. Ocean Breeze – Approval of Surveys and Soil Testing

Mr. Koski recommends obtaining the services of a registered land surveyor to perform a survey of the subject property. The surveyor will be prepared to certify the survey to the District at the closing so that survey exceptions to the title policy can be removed. The survey will show all of the appropriate easements, rights of way, etc. The surveyor will also perform a topographic survey of the property. Additionally, he would like to engage the services of a soil testing company to take several soil borings on the property. The District would not be required to bid the work as the cost to perform the tasks are estimated at under \$25,000.

MOTION was made by Commissioner Vogelgesang and seconded by Commissioner Engel to engage both a land surveyor and a soil testing company at a cost not to exceed \$20,000.

MOTION UNANIMOUSLY APPROVED

Mr. Koski addressed the issue of a “golf course architect”. He stated that the District will select the appropriate professional pursuant to the Consultants Competitive Negotiation Act under the Laws of the State of Florida. The individual will be selected based upon competence, capability and qualification. For the record, he acknowledged that the Greg Norman Group, without cost, has been extremely helpful to the District in offering advice about Ocean Breeze. The Greg Norman Group fully understands that there would be no guarantees that they would be selected as the golf course architect.

4. Swim & Racquet Center Update

The bids for the subject project will be opened on August 11, 2017. Plans and specifications are now available. There will be a pre-bid conference on July 10, at 2:00 p.m. The project is being bid on a “low bid” basis. The phasing of the project construction should not impact the use of the tennis or swimming facilities. The ground area in the north end of the parking lot will be stabilized to accommodate overflow parking/patrons and construction vehicles.

APPROVAL OF INVOICES:

MOTION was made by Commissioner Vogelgesang and seconded by Commissioner Engel to approve the invoices as presented totaling \$1,680,983.06.

MOTION UNANIMOUSLY APPROVED

REPORTS AND DISCUSSION ITEMS:

Executive Director

District Audit for FYE 9-30-16

Mr. Koski advised that the District Audit for Fiscal Year ending September 30, 2016 has been completed and will be certified and transmitted to the Florida Auditor General. It is a clean audit; no problems. He commented that the auditor (Grau) is very pleased with the operation of the District.

City Proposed Budget for 2017-2018

Mr. Koski will provide copies of the subject document to the Board and staff for review. At the end of July, the Palm Beach County Property Appraiser will be advised that the District's millage rate will remain the same as last year [0.9147]. He recommends that the District schedule three meetings in August to discuss the budget in detail.

District Counsel-None

Commissioners

Master Interlocal Agreement

Commissioner Vogelgesang inquired about the status of the subject agreement. Mr. Koski advised that, presumably, none of the numbers in the Proposed City Budget for 2017-18 reflect what was discussed in negotiations of the master ILA. Therefore, the master ILA would not take effect in FY 2017-18; it would probably be effective in FY 2018-19.

Fourth of July

Commissioner Engel asked if the City was planning to hold its July 4th Celebration at DeHoernle Park. He was advised by staff that the event will be held at DeHoernle Park.

SolarTree

Commissioner Engel inquired about the status of the Florida Power & Light SolarTree Project at the Sugar Sand Park Playground. Ms. Harms, Assistant Director, advised that the project requires a wide berth of space which is unavailable at the playground. The project could potentially be installed at the ball fields. The required FPL easements need further review.

Ocean Breeze Deed Restrictions

At the request of Commissioner Wright, Mr. Koski will provide a formal legal opinion on whether deed restrictions disappear when property is acquired by a governmental agency.

DeHoernle Park

Commissioner Rollins attended the recent Youth Lacrosse Tournament and spoke with Mr. Steve Finvar who offered very positive comments about the condition of the fields at DeHoernle Park.

Commissioner Rollins noted that parking was at a premium; every flat space was occupied by a vehicle. He supports additional green space for activities that benefit the community and the economy.

Mr. Koski stated he met with Mr. Gomez to discuss the lighting issues at DeHoernle Park. Mr. Gomez indicated that the illumination levels were not up to standards. Mr. Koski suggested that it would be prudent to install the same type of lights that are being installed at Sugar Sand Park; it would make the maintenance easier.

Florida Atlantic University

Chairman Rollins introduced Ms. Melissa Dawson of FAU who was in attendance.

FUTURE AGENDA ITEMS:

July 5, 2017 - 2017-2018 Budget Discussions

ADJOURNMENT:

MOTION was made by Commissioner Engel and seconded by Commissioner Vogelgesang to adjourn the meeting at 6:15 p.m.

MOTION UNANIMOUSLY APPROVED

Robert K. Rollins, Jr.

Chairman

Susan Vogelgesang

Secretary-Treasurer



June 8, 2017

Greater Boca Raton Beach & Park District
Mr. Arthur C. Koski, Executive Director
300 S. Military Trail
Boca Raton, FL 33486

**Re: Sugar Sand Park – Explorium Exhibit
“It’s a Nano World”**

Dear Art:

Staff recommends approval of the attached agreement between the Greater Boca Raton Beach & Park District and the Sciencenter, to provide a “traveling exhibit” from February through April 2018.

It’s a Nano World is a 3,000 square foot exhibit created for kids 5-8 and families. Twelve original exhibits invite visitors to find amazing things that happen on the nanoscale.

Zoom Zoom into your own skin and hair, measure your height in nanometers, play giant DNA, dust and germ pinball, and more.

This exhibit enhances our own exhibit collection and reinforces current topics and standards of the elementary science curriculum and serve as an incentive for additional programming. Rental for the exhibit, including the deposit, is \$45,000. Incoming shipping costs for two trucks and the usual liability and damage insurance apply. The rental company will cover the exhibit during transit.

Staff anticipates this exhibit being very popular with patrons, as demonstrated by public interest in the existing programs offered by the Explorium and Sugar Sand Park.

Thank you for your consideration of this matter.

Sincerely,

Buddy Parks, CPRP
Deputy Recreation Services Director

Attachments

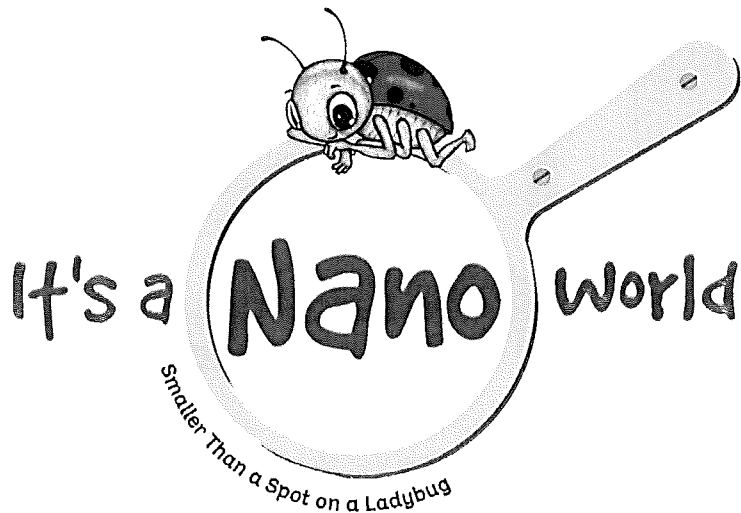
c: Recreation Services Director/Parks Superintendents *(share copy)*
Community Centers Administrator

RECEIVED

JUN 14 2017

GREATER BOCA RATON
BEACH & PARK DISTRICT

Exhibition for Rent



Did you know...**amazing things** happen at the **nanoscale**?

- **Zoom** into *your* own **skin** and **hair**!
- **Measure** your height in **nanometers**!
- **Separate** cells in giant **Cell Sorters**!
- **Play** giant DNA, dust and **germ pinball**!
- **Jump** into a Giant **Blood Drop** tent and **find** the white blood **cells**!

Designed for ages 5-8 and families.

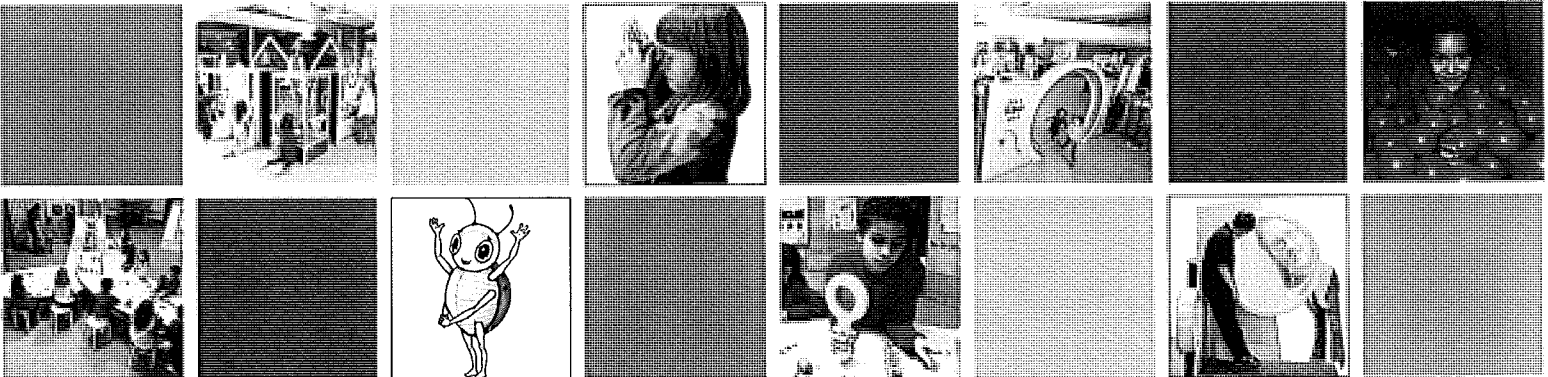
Developed by: **Sciencenter**

Partner:
NanoBioTechnology Center, Cornell University

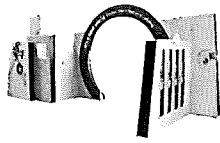
Funded by: NSF



Rental Fee: \$45,000 for 3 ½ months
Size: 3,000 sq. ft.
Shipping: fits in 2 semi-trailers
renter pays inbound shipping

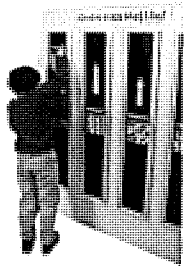


It's a Nano World!



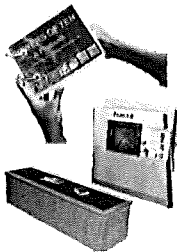
Gateway

Enter into the nano world through this large archway. This area introduces the term *nanobiotechnology* and the ladybug-with-a-magnifying-glass icon that appears throughout the exhibition.



Look Closer! Guess What I Am

View highly magnified photographs of familiar objects and uncover photos with decreasing levels of magnification until an easily recognizable item is revealed.



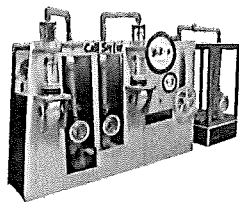
Powers of Ten film

Watch a modified version of the *Powers of Ten* film by Ray and Charles Eames. This mesmerizing journey takes viewers from a view of Earth from outer space all the way down into a human hand, and then down to the molecular level.



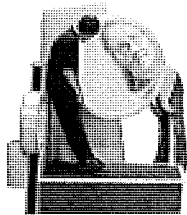
How Many Nanometers Tall are You?

Measure your height using the height slider. Are you over 1,000,000,000 nanometers tall (40")?



Cell Sorters

Stick your hand into a "glove box" and use special tools to separate out different "cells" based on their physical properties. Sort the balls that look identical but have different invisible properties. Do they glow under ultraviolet "black" light? Do they stick to magnets?



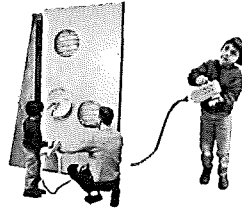
Giant Magnifying Glass

Visitors look through either of two giant magnifying lenses to see each other and objects across the room in more detail.



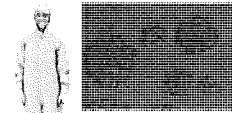
Magnification Station

Use magnifying glasses of varying strengths to look at shells, cloth, rocks, and more.



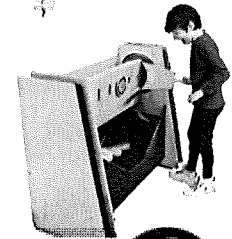
Scope on a Rope

Discover amazing details of your own skin, hair, clothing, and more with these hand-held video microscopes. One microscope magnifies at 30x, the other at 200x. You'll be surprised at what you see!



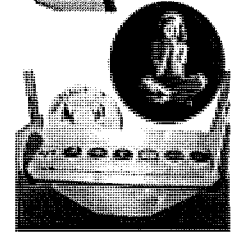
Cells in Motion and Tiny Tools videos

This theater environment places you in the midst of a world of living, moving cells and then shows how scientists study them. *Cells in Motion* and *Tiny Tools* videos play in a loop.



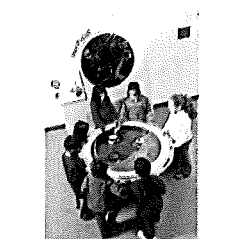
What's My Job?

Test and reinforce your knowledge of vocabulary and functions of various small things including germs, DNA, and different types of cells.



How Big Am I?

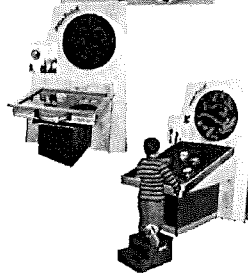
Compare the size of blood cells, a girl, a shoe, DNA, and an elephant in this matching game.



Adventures in Tiny Things

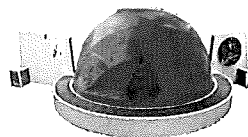
Some tiny things such as germs, dust, and pollen can have a big effect on your body. Play three different pinball-style games:

- Dust Tippy Table
- Pollen Pinball
- Germ Launcher



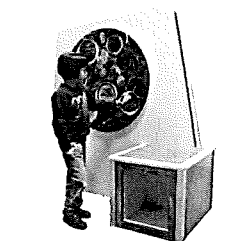
Giant Blood Drop

Jump into a domed tent full of thousands of red plastic balls. The tent represents a drop of blood and each ball represents a red blood cell. Find the one or two fluffy "white blood cells."



Scale Gallery

Spin parts of the collage to see and learn about microscopic entities at 10,000x life size: red blood cells, white blood cells, nerve cells, skin cells, bacteria, viruses, DNA and computer chips.



It's a Nano World RENTAL AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES

Between
SCIENCENTER (AKA Sciencenter Discovery Museum)
("Sciencenter")
601 First Street
Ithaca, NY 14850
607-272-0600
607-277-7469 fax
www.sciencenter.org

And

The Greater Boca Raton Beach & Park District
300 South Military Trail, Boca Raton, FL 33486
(Borrowing Institution)

The **Sciencenter** (AKA Sciencenter Discovery Museum) enters into this Agreement with The Greater Boca Raton Beach & Park District (**Borrowing Institution**) for the following scope of work and terms and conditions.

Exhibition Description

It's a Nano World is a 3,000 square-foot hands-on interactive museum exhibition that will introduce children and their families to the biological wonders of the nano world. The exhibition will serve to inspire and educate visitors through their interaction with the exhibits and each other. This exhibition was developed by the Sciencenter with funding from the National Science Foundation (NSF) through the Nanobiotechnology Center (NBTC); the exhibition is owned by the Sciencenter.

Exhibition Rental Dates

Display Period: Borrowing Institution shall have the right to display "It's a Nano World" during the period: Winter/Spring 2018

commencing anticipated inbound delivery January (date TBD), 2018
and ending anticipated outbound shipping: May (date TBD), 2018

Display Site: Borrowing Institution shall have the right to display "It's a Nano World" at the following location:

Location Name: Children's Science Explorium

Address: 300 South Military Trail, Boca Raton, FL 33486

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commencing anticipated inbound delivery **January (date TBD), 2018**
and ending anticipated outbound shipping: **May (date TBD), 2018**

Display Site: Borrowing Institution shall have the right to display "It's a Nano World" at the following location:

Location Name: Children's Science Explorium

Address: 300 South Military Trail, Boca Raton, FL 33486

Borrowing Institution shall have the obligation to receive and, if necessary, to store the Exhibition up to fourteen days prior to the Display Period and to retain and, if necessary, store the Exhibition for up to fourteen days after the Display Period (the Display Period and the additional days during which the Exhibition is in Borrowing Institution's possession or under its control or at the Display Site being called together the "**Loan Term**"). The Loan Term shall commence at the time of delivery of the Exhibition to the Display Site and shall terminate at the time the Shipping Agent, as defined below, again takes possession of the Exhibition upon pickup from Borrowing Institution.

Specific in-bound shipping and out-bound shipping dates will be negotiated between the Sciencenter and the Borrowing Institution to allow adequate time for unpacking, installation and re-packing of the exhibition.

Booking Policy

The Borrowing Institution must contact the Sciencenter to discuss the booking details and desired rental dates.

The Borrowing Institution will receive 2 copies of the Rental Agreement.

The Borrowing Institution must sign and return one copy of the Agreement by mail to the Sciencenter **within twenty-one (21) days along with a \$10,000 non-refundable deposit check**. Upon receiving the signed contract and deposit, the Sciencenter will acknowledge receipt of the contract and the deposit.

Any change in dates must be an amendment to this contract.

Contract Period

The Contract shall extend from the date it is signed until the end of the Loan Term, as specified above.

Deposits and Payments

Borrowing Institution will pay Sciencenter for the rental of the exhibition for a **three-month Display Period** for a total of **\$45,000** plus applicable taxes, if any.

To reserve a spot on the traveling schedule, **an advance non-refundable deposit of \$10,000** must be paid to the Sciencenter. This deposit is due upon signing of this Agreement.

The balance of the rental fee (\$35,000) must be paid in full 45 days prior to the shipping of the exhibition to the Borrowing Institution.

If the Borrowing Institution cancels a booking after the loan agreement has been signed, the deposit will not be refunded.

Shipping Costs

In addition to the Rental Fee, the Borrowing Institution will be required to pay for **one-way, in-bound shipping** if the exhibition is coming from a Display Site or storage site in the United States to the Borrowing Institution's Display Site in either the United States or Canada, or if the exhibition is coming from a Display Site or storage site in Canada to Borrowing Institution's Display Site in Canada.

If the exhibition is coming from a Display Site or storage site in Canada to Borrowing Institution's Display Site in the United States, then in addition to the Rental Fee, the Borrowing Institution will be required to pay for only that portion (based on distances) of the **in-bound shipping** from the United States border crossing nearest to the Canadian Display Site to Borrowing Institution's Display Site.

The Borrowing Institution will not be required to pay for **Out-bound Shipping**, except if the Borrowing Institution's Display Site is in Canada and the next Display Site or storage site is in the United States, in which case the Borrowing Institution will also be required to pay for that portion (based on distance) of the **out-bound shipping** from Borrowing Institution's Display Site to the nearest United States border crossing.

If the Borrowing Institution's Display Site is in Canada, the Borrowing Institution will be responsible for making **necessary customs arrangements in advance**, and paying any **associated fees**, in order to receive the exhibition from the United States into Canada, and return the exhibition into the United States. Sciencenter will provide any necessary information, such as the values and origins of exhibits, as requested.

Exhibition Display Conditions

1. The Borrowing Institution must agree to meet the minimum display conditions included in Attachment A.
2. The Borrowing Institution shall not have the right to modify or alter the exhibition in any manner.
3. The Borrowing institution shall have indoor space to receive the exhibition when it is delivered, and to have it repacked and ready to ship by the agreed upon shipping date. The Borrowing Institution shall have safe storage for crates and blankets, and for any unused modules. Borrowing Institution shall have safe storage for the exhibition for any portion of the Loan Term that the exhibition is not on display, under such conditions as to prevent loss, vandalism, damage, or deterioration thereto.
4. Borrowing Institution shall use the exhibition for educational purposes only.

Exhibition Technical Characteristics

The exhibition technical characteristics are included in Attachment C.

Component Handling, Setup and Takedown, Re-Packing and Truck loading Conditions

The Borrowing Institution shall install and repack the Exhibition in a professional manner, and must agree to follow the component handling, setup and takedown, re-packing and truck loading instructions included in the Technical Manual provided by the Sciencenter.

An optional **on-site set-up supervisor** is available for a separate fee.

Upon delivery of the Exhibition from the Shipping Agent, Borrowing Institution shall promptly unpack the exhibition in a professional manner. Borrowing Institution shall not sign the Shipping Agent's bill of lading to indicate receipt unless and until the contents of the Crates and blanket-wrapped components have been examined. Alternatively the Borrowing Institution may sign the bill of lading indicating thereon that acceptance is "SUBJECT TO INSPECTION." Any damage or loss to the Exhibition or shipping materials shall be indicated on the Shipping Agent's shipping documents. If any damage to the Exhibition or shipping materials is revealed or is capable of being discovered at the time of unpacking, Borrowing Institution shall immediately contact Sciencenter by telephone to report such damage, and shall retain all packing material and other items relating to the damage, pending instructions from Sciencenter. Borrowing Institution shall be liable for any and all liability, loss, claims, suits, fees, damages and expenses arising from a failure to comply with any of the provisions of this paragraph.

Shipping

The Sciencenter will work with the Borrowing Institution to make shipping arrangements with a commercial carrier. The shipping carrier will bill the Borrowing Institution directly for **In-Bound Shipping**.

The Sciencenter will be responsible for **Shipping Insurance**.

Borrowing Institution acknowledges that the Sciencenter will work with Borrowing Institution to select a shipping agent ("**Shipping Agent**") in accordance with the provisions of this Agreement. Borrowing Institution acknowledges Sciencenter shall *not* pay in-bound shipping costs for the Exhibition. Borrowing Institution shall pay all costs of inbound shipping of the Exhibition to the Display Site. Borrowing Institution hereby agrees to pay the Shipping Agent for such shipping charges upon presentation of an invoice or other bill by the Shipping Agent and agrees to indemnify Sciencenter from and against any and all liability, loss, claims, suits, fees, damages, and expenses, including reasonable attorney's fees, for such shipping charges. Borrowing Institution further agrees to pay any additional shipping, handling, or storage charges arising from Borrowing Institution's failure to meet conditions of this Agreement.

The Borrowing Institution will **not** be required to pay for **Out-bound Shipping**. The Sciencenter will work with the Borrowing Institution to make shipping arrangements with a commercial carrier, in conjunction with shipping the exhibition to the next venue.

Shipping and Delivery

Shipping Agent will notify Borrowing Institution of the time and date of delivery to and pickup from the Display Site.

Borrowing Institution shall cooperate fully with Sciencenter and the Shipping Agent to assure that the Exhibition is packed in crates and blankets, and is otherwise ready and available for pickup at the conclusion of the Loan Term. Borrowing Institution acknowledges that Sciencenter may have the obligation to deliver the Exhibition to another borrower following the Loan Term, and agrees that time is of the essence in connection with pickup of the Exhibition.

Sciencenter will attempt to assure timely delivery of the Exhibition to Borrowing Institution. Sciencenter shall not, however, be responsible for any damages or liability the Borrowing Institution may incur or suffer as a result of any delay in delivery or failure to deliver the Exhibition due to circumstances beyond Sciencenter's control.

Insurance and Protection

All damage must be reported immediately to the Sciencenter.

Insurance Provided by Sciencenter

1. The Sciencenter will provide **shipping insurance**, which covers the exhibition during transit.

Borrowing Institution Responsibilities

1. The Borrowing Institution will be held responsible for repairs and/or replacement parts if it does not follow instructions provided in Attachment A of this Agreement, the Technical Manual, or if appropriate security standards are not met.
2. Borrowing Institution shall comply with all the provisions of this contract and appendices, and shall take all other precautions reasonably necessary to ensure that the Exhibition is handled, installed, displayed, maintained, packed, and stored in a manner that will protect against damage or loss.
3. Replacement or repair of exhibit components damaged due to visitor abuse beyond normal wear and tear, or by negligence of the Borrowing Institution shall be the responsibility of the Borrowing Institution.

Insurance Provided by Borrowing Institution

1. The Borrowing Institution shall maintain in effect at all times at the Borrowing Institution's expense, **Commercial Liability Insurance** covering the Borrowing Institution's legal liability for bodily injuries and property damage; this liability insurance policy shall have a limit of **at least \$1,000,000 (\$1 million) per occurrence** that covers this Exhibition.
2. Borrowing Institution shall **provide Sciencenter with a certificate of liability insurance** naming the Sciencenter as an additional insured with respect to the Exhibition, not later than 30 days prior to the delivery of the Exhibition to Borrowing Institution.

3. Borrowing Institution shall maintain in effect at all times, at the Borrowing Institution's expense, **Workers' Compensation** and **Employer's Liability Insurance** covering employees of the Borrowing Institution.
4. Borrowing Institution shall maintain such insurance as may be necessary to insure for the costs of injury to any person who participates in the handling, installation, display, maintenance, packing or storage of the Exhibition.
5. Borrowing Institution will maintain an insurance policy covering the Exhibition and packing materials against **damage and loss** at all times while the exhibition is in Borrowing Institution's possession. Borrowing Institution shall bear the risk of loss or damage to the loaned exhibition and packing materials while exhibit(s) is(are) in the possession of the Borrowing Institution.
6. Borrowing Institution will have its insurance carriers issue **certificates of insurance** to the Sciencenter, Inc. indicating the above coverage at least 30 days before possession of the exhibit(s). In addition to the Certificate of Insurance naming the Sciencenter as an Additional Insured, the Borrowing Institution shall provide a copy of the Additional Insured Endorsement.
7. Borrowing Institution will notify the Sciencenter of any change in coverage within ten days. The Borrowing Institution's Insurance company shall provide thirty (30) days notice to the Sciencenter for cancellation of coverage.

Indemnification

In consideration of Sciencenter's agreement to arrange for the loan of the Exhibition, **Borrowing Institution agrees to:**

1. Indemnify and hold the Sciencenter, its officers, directors, employees, or agents from and against any and all liability, loss, damage, claim, action, liability, and expense, including reasonable attorneys' fees, in contract or in tort, in connection with the shipping and delivery, handling, installation, display, maintenance, packing, or storage of the Exhibition during the Loan Term, including loss of life, bodily injury, and/or property damage from or in connection with the acts or omissions of Borrowing Institution, its officers, directors, employees, or agents in connection with this Agreement.
2. Promptly notify the Sciencenter of any damage to the property of others, and of injuries sustained by any persons, including employees of the Borrowing Institution, in any manner relating directly or indirectly to the loaned exhibit(s).
3. Waive all claims for recovery from the Sciencenter for any loss or damage to Borrowing Institution's own property caused by fire or other insured casualty. This waiver shall apply, however, only where the insurance covering the loss

or damage to Borrowing Institution's own property will not be prejudiced by reason of such waiver.

Repairs and Parts and Technical Assistance

The Borrowing Institution must contact the Sciencenter **prior to undertaking any repairs.**

At least two months before the exhibition is scheduled to arrive, the Sciencenter will send a **Technical Manual**. The Technical Manual will include clear instructions for space planning, component handling, setup and takedown of the exhibition, packing, loading of the two trucks, along with setup and takedown checklists. Storage requirements will be included. In addition the technical manual will include daily and routine maintenance instructions and checklists, along with operating and troubleshooting guidelines for each component. The manual will also include any suggestions for materials to have on hand for the exhibition.

Borrowing Institution shall provide routine maintenance and cleaning services in order to assure that the Exhibition is clean, operational, safe, and in good condition during the Loan Term, in conformance with the highest standards of the museum industry and in accordance with the Technical Manual.

Many **spare parts** for expected normal maintenance and use will be provided with the exhibition. Some additional spare parts will be kept in storage at the Sciencenter.

The Sciencenter will provide **replacement parts** such as: projector light bulbs, motors or brushes, resulting from normal wear and tear of the exhibits, provided that daily operating and maintenance instructions are followed.

Exhibit **parts that are missing or lost**, such as magnifiers, will be the responsibility of the renting institution; contact the Sciencenter for more information about replacements.

The Borrowing Institution must **report any loss or damage** that occurs while the exhibition, packing materials, or unused components are under its control.

Reimbursable Expenses

Reimbursable expenses include: repairs approved by the Sciencenter.

All reimbursable expenses must be approved in advance by the Sciencenter.

Reimbursable expenses **do not include** cleaning supplies and labor.

The Borrowing Institution is responsible for the following maintenance costs: janitorial care and cleaning of the exhibition per the instructions in the Technical manual, or ongoing maintenance of a minor nature such as replacing standard light bulbs.

Borrowing Institution will invoice the Sciencenter once a month for any reimbursable expenses. Payment for approved allowable expenses will be made within 30 days upon the receipt of invoice.

Promotional Materials

At least two months before the exhibition is scheduled to arrive, the Sciencenter will provide the following materials: a Technical Manual and publicity materials (see Attachment D).

Admission Charge

The Borrowing Institution has the right to establish its own admission policy and fees.

Key Sciencenter Personnel

The Borrowing Institution shall work directly with the following Sciencenter staff, who are under the direction of the Executive Director (**Dean Briere**):

Traveling Exhibitions Manager: Robin Burlingham (contracts, dates)
rburlingham@sciencenter.org 607-272-0600 ext 128

Exhibitions Curator: Kathy Krafft (parts, repairs, technical)
kkrafft@sciencenter.org 607-272-0600 ext 125

Assignment, Subcontractors

The Borrowing Institution may not assign, transfer, or subcontract any part of this Agreement to other independent subcontractors without prior written approval from the Sciencenter.

Web Site

The Sciencenter will maintain the itsananoworld.org and www.sciencenterexhibits.org websites. The Borrowing Institution can promote and link to these websites.

Intellectual Property

1. The Sciencenter has developed this exhibition under contract with The Nanobiotechnology Center with funding from the National Science Foundation (Prime Contract # ECS-9876771, Cornell University Agreement ID # 35399-6197).
2. Acknowledgement of National Science Foundation is included on the exhibition and related materials.
3. Both the Sciencenter and Painted Universe, Inc. retain all legal rights to the *It's a Nano World* exhibition designs, drawings, videos, and documents.
4. All rights to exhibit video and graphics, and exhibit development, belong to the Sciencenter. Duplication is NOT permitted.
5. The Borrowing Institution has the right to use all publicity photos and videos, and other promotional materials, as it sees fit.

Promotion and Credits

The Borrowing Institution should acknowledge National Science Foundation funding in publicity about the exhibition whenever possible. The Borrowing Institution should give credit to the Sciencenter as creator of the exhibition where appropriate.

Independent Contractor

In the performance of this agreement, the Borrowing Institution shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the Sciencenter. Borrowing Institution will provide his/her own personal, medical, workers compensation, liability, property, and automotive insurance for any person who participates in the handling, installation, display, maintenance, packing, or storage of the Exhibition

Failure to Meet Conditions

Acceptance of all requirements is a condition of renting this exhibit from the Sciencenter.

The Sciencenter reserves the right to withdraw any exhibit components or exhibition from the Borrowing Institution, if the Borrowing Institution has been negligent in the handling, display, maintenance, protection, or storage of the exhibit items or packing materials, or fails to fulfill any of the rental conditions stipulated in this contract.

The Sciencenter is under no obligation to return a deposit or fees to the Borrowing Institution if exhibit items or exhibition are removed due to the Borrowing Institution's

negligence for failure to properly handle, display, maintain, protect, or store exhibit items or packing materials. In such an event, borrowing Institution shall be responsible for storing items securely until the exhibition is packed up and loaded on trucks for the next venue, and any costs incurred doing so.

Termination

A. This agreement may be terminated by either the Borrowing Institution or the Sciencenter upon 30 days written notice.

B. The Sciencenter shall have the right to cancel the Loan upon the occurrence of any of the following:

1. The Exhibition is damaged, destroyed, or has become unavailable for any reason.
2. The Borrowing Institution fails to pay the Fee set forth in this Agreement.
3. The Borrowing Institution has misrepresented its ability to handle, install, display, maintain, protect, or store Exhibition in accordance with the conditions of this Agreement.
4. The Borrowing Institution fails to handle, install, display, maintain, protect, or store Exhibition in accordance with the conditions of this Agreement.

C. Termination by the Borrowing Institution

1. In the event of termination by the Borrowing Institution, *prior* to the installation of the exhibition at the Borrowing Institution, the Sciencenter will retain the nonrefundable deposit payment plus an additional \$10,000.
2. If the termination by Borrowing Institution occurs *after* the exhibition is installed, the Sciencenter will retain the entire payment. Borrowing institution is then responsible for takedown and packing up and loading of the exhibition per the instructions in the Technical manual, and for any storage, shipping, or other costs until the end of the loan term.

D. Termination by the Sciencenter

1. In the event of termination by the Sciencenter, pursuant to Termination Paragraph B(1), the Sciencenter will return the deposit and other payments in full.
2. In the event of termination by the Sciencenter, pursuant to Termination Paragraph B(2), B(3), or B(4), the Borrowing Institution shall remain liable for the full Fee.
3. In the event of termination by the Sciencenter, pursuant to Termination Paragraph B(1), B(2), B(3), or B(4), the Sciencenter shall not be liable for any costs, expenses, damages, or liability the Borrowing Institution may incur as a result of such cancellation.

Jurisdiction and Governing Law.

This Agreement, and the interpretation and enforcement hereof, shall be governed by and construed in accordance with the laws of the State of New York, without regard to New York's conflicts of law provisions. All actions, suits or claims brought under, pursuant to or arising from or in connection with this Agreement, or any materials, work or services provided hereunder, shall be venued in New York state courts having territorial jurisdiction in or over the County of Tompkins. Borrowing Institution shall waive any and all jurisdictional and venue defenses Borrowing Institution may have in connection with any such action, suit or claim.

Arbitration

Notwithstanding any other provision in this Agreement to the contrary, in the event of a dispute regarding the terms of this Agreement, the parties agree to attempt to resolve the dispute by means other than litigation. As the first step in informal dispute resolution, each party will designate a representative and mutually agree on a third party to form a three-person dispute resolution team. The team will consider the dispute and will make a consensus recommendation to the parties. In the event the parties cannot agree to the consensus recommendation or in the event that the team is unable to arrive at a consensus recommendation, then the parties agree to submit the dispute to non-binding mediation to be conducted in accordance with the commercial rules of the American Arbitration Association.

Changes

By mutual agreement, the Borrowing Institution and the Sciencenter may make changes to the scope of work and terms of this agreement. Any such changes shall be in the form of a written amendment signed by the Borrowing Institution and the Executive Director of the Sciencenter.

Completeness

This written contract is the complete agreement and represents the entire understanding between the Borrowing Institution and the Sciencenter and supersedes all prior understandings regarding the project.

We the undersigned parties have executed this agreement on the dates indicated below and agree to the descriptions, terms and conditions of this contract.

Sciencenter Authorized Representative

Date

Sciencenter Authorized Representative

Date

Borrowing Institution Authorized Representative

Date

Borrowing Institution Contact Information:

The Greater Boca Raton Beach & Park District

Borrowing Institution

Children's Science Explorium
300 South Military Trail

Street Address

Boca Raton

FL

33486

City

State

Zip

561.347.3947

561.347.3910

Phone

Fax

Harry "Chip" Robelen

CRobelen@ci.boca-raton.fl.us

Primary Contact Person

email address

www.scienceexplorium.org

Web Site

Attachment A. Exhibition Display Conditions

Borrowing Institution must agree to meet the following minimum display conditions.

Completeness

- Exhibition must be shown intact and in its entirety when possible, without any addition, alteration, or modification; however, the Borrowing Institution has discretion to not include one or more individual exhibits. Entry Gateway Exhibit must be included, or alternative arrangements made with the Sciencenter, to be sure appropriate credit is given to the National Science Foundation.
- The individual exhibits and signage must not be altered or changed in any way.
- All the exhibition items and materials must remain in the possession of and be the responsibility of the Borrowing Institution during the Loan Term.
- Ensure that all staff, volunteers, groups and organizations involved with the exhibit follow the provisions in this agreement.
- Borrowing Institution shall display the Exhibition at the Display site only.
- Borrowing Institution may not lend the Exhibition to any other person or entity, or display the Exhibition during any time other than the contract period, unless prior written consent is obtained from the Sciencenter.

General Facility Criteria:

- Borrowing Institution shall provide an appropriate display space for the Exhibition, and fire prevention conditions and related equipment for the Exhibition in accordance with applicable local fire regulations and as are reasonably necessary.
- Adequate space (at least 6 feet) between individual exhibits to provide for safe access of visitors.
- No smoking, eating or drinking may be permitted in the exhibition area.

Lighting

- Adequate lighting must be provided.
- Direct sunlight is allowed.

Atmospheric Controls:

- Exhibition space must have temperature and humidity controls to guarantee an environment of 66 to 76 degrees Fahrenheit and 45 to 65% relative humidity.
- No temperature extremes.
- No humidity extremes.

Security:

- Borrowing Institution shall provide such security services as are reasonably necessary to protect the Exhibition against theft, vandalism, damage or other abuse and to prevent injury to persons at all times that the Exhibition is in its possession.
- Responsible supervision at all times to prevent damage to Exhibition.
- Exhibition must be locked after hours to prevent damage to Exhibition.
- Fire protection according to local ordinance to prevent damage to Exhibition.
- Alarms or night guards not required.

Care and Maintenance

- Careful handling of exhibits at all times to prevent damage to Exhibition.
- Provide responsible upkeep and care of the exhibit.
- Daily maintenance checks, cleaning, and re-setting of loose parts per Technical Manual.
- Ensure the exhibit remains in the condition in which it was received.
- Qualified staff to perform standard mechanical and electrical repairs.
- Repairs are not permitted without permission from the Sciencenter.
- Exhibition area should receive adequate janitorial services.

Shipping, Packing, and Installation and Storage

- Minimum 3 professional staff recommended for unpacking, installation, and re-packing.
- Handling by volunteers is acceptable only in the presence of trained personnel.
- Temperature and humidity extremes must be minimized prior to and after installation.
- If the exhibition is stored by the Borrowing Institution prior to or after installation, it must be stored in a dry, secure and climate-controlled building.
- Empty packing crates and blankets must be stored indoors in a dry, secure facility; temperature and humidity-control is not required for empty crates.

Attachment B

Un-Packing, Installation, and Re-Packing Conditions

Borrowing Institution must agree to meet the following minimum conditions:

The Sciencenter will provide the Borrowing Institution with a **Technical Manual** detailing component handling instructions, how to unpack, setup and takedown the exhibits, and re-pack the exhibition, and load on trucks. Exhibition crates and packing containers are custom-designed for both easy handling and maximum protection of the objects inside. Packing containers will be clearly labeled.

Unpacking

It is the responsibility of the Borrowing Institution to ensure the exhibit is **unloaded and handled properly**.

- Follow the detailed component handling and setup instructions by the Sciencenter
- Supervise the unloading and unpacking of the exhibit by qualified individuals
- Report any deviations or omissions immediately to the Sciencenter.
- Set up the exhibition following the technical manual
- Complete an **Incoming Exhibit Condition Report** and submit it to the Sciencenter within 48 hours of receipt of the exhibition, including inventory of exhibit parts and spare parts.

Setup

The setup and installation of this exhibit is designed to be performed by the Borrowing Institution, therefore no staff from the Loaning Institution will be required to be on-site. However, an on-site supervisor from the Sciencenter is available for an optional fee.

Re-Packing

It is the responsibility of the Borrowing Institution to ensure the exhibit is **shipped in good condition**. The Borrowing Institution will be responsible to:

- Thoroughly clean and repack the exhibition in its original shipping containers.
- Follow the detailed **take-down checklist** and instructions provided by the Sciencenter to dismantle and pack the components.
- Supervise the dismantling and re-packing of the exhibit by qualified individuals, in original packing materials.
- Repair any damaged crates.
- Supervise the handling and loading of the components of the exhibit in truck per loading plan and component handling instructions in Technical Manual.

- Report any deviations or omissions in the packing process to the Sciencenter.
- Complete an **Outgoing Exhibit Condition Report** and submit it to the Sciencenter within 48 hours of the shipment of the exhibition, including inventory of exhibit parts and spare parts.
- **Submit an Evaluation Report** to the Sciencenter on the exhibit within one month of its departure. The Evaluation Report will include the following:
 - a) Attendance during the exhibition period
 - b) Revenue generated during the exhibition period
 - c) Related events run during the exhibition period
 - d) Publicity generated during the exhibition period
 - e) Program details related to the exhibit.

Attachment C

Technical Requirements

Exhibition Space Requirements

- recommended exhibition square footage area: 3,000 square feet
- ceiling height: 9 feet
- doorway/hallway/elevator clearance of individual components: all components can be moved from truck to gallery space in an elevator with at least 4' wide x 7' tall doors, at least 8 feet 2 inches deep.

Electrical supply

- Voltage: 110 volt power
- **The following exhibits require electricity**
(which can come from either ceiling or wall outlets):
Cell Sorter, Cells in Motion Video Theater,
Powers of Ten, Magnification Table,
Germ Launcher, Dust Tippy Table, and Pollen Pinball
- **The following exhibits do not require electricity:**
Entryway, Giant Blood Drop, Giant Magnifying Glass,
How Big am I?, and What's My Job?

Transport

- The Exhibition fits in **two** semi-trucks at least 47-feet long x 7-feet and 9-inches wide, with air ride suspension and tie-down straps.
- The exhibition weighs about 11,000 pounds.
- Trucks with lift gates are necessary if Borrowing Institution's loading dock is not a standard height.

Unloading/loading requirements

- The Exhibition is shipped with several custom dollies for ease in moving components. A pallet jack is not required.
- Individual parts can be moved by 2 to 3 strong people onto dollies, and setup by 2 to 3 competent, strong people.
- Heaviest components will weigh approximately 200lbs.

Size of individual Components

- All components can be moved from truck to gallery space in an elevator with at least 4-foot wide x 7-foot tall doors, at least 8-foot, 2-inches deep.

Signage

- All signage text is printed in American English only.

Access

- Almost all exhibits are designed to be as accessible as possible to the physically, visually, and hearing impaired.

Floorplan

- Sample floorplan, and layout suggestions, to optimize visitor flow are included in the Space Planning section of the Technical Manual.

Health & Safety requirements

- Giant Blood Drop balls should be cleaned regularly. A Ball Cleaner is provided with the exhibition. It has a UV bulb and soap solution (included).

Attachment D

Marketing materials provided and reporting

The Sciencenter will provide the Borrowing Institution with the following materials. The Sciencenter grants the Borrowing Institution the right to use these materials to promote the exhibition.

- **vertical and horizontal format exhibition logos**
- **sample press release**
- **publicity photos**
- **detailed exhibit descriptions**
- **video footage**
- **banner 1 - outdoor quality**
purpose outdoor or indoor hanging
6.5' wide x 14.5' tall
- **banner 2 - outdoor quality**
purpose - suitable for 6' table skirt or on wall
6' wide x 4' tall

Attachment E VALUE OF EXHIBITS

Entrance Exhibit Cluster

\$30,000	Gateway
\$15,000	Look Closer! Can You Guess What I Am?
\$12,000	Powers of Ten Film
\$5,000	How Many Nanometers Tall are You?

Cell Sorters Exhibit Cluster

\$60,000	Glow Cell Sorter and Hopper
\$50,000	Magnet Cell Sorter

Magnification Exhibit Cluster

\$10,000	Giant Magnifying Glass
\$35,000	Magnification Station
\$20,000	Scope on a Rope

Cells in Motion Exhibit Cluster

\$20,000	Video Theater
\$2,000	Big, Small, Smaller, Tiny Graphic Panel
\$13,000	What's my Job?
\$13,000	How big am I?

Adventures in Tiny Things Exhibit Cluster

\$40,000	Dust Tippy Table
\$40,000	Pollen Pinball
\$40,000	Germ Launcher

Giant Blood Drop Cluster

\$35,000	Giant Blood Drop
\$17,000	Scale Gallery
\$3,000	You are Made of Cells: graphic panel

\$20,000 Packing and Crating and Moving Materials

\$480,000 **TOTAL**

Attachment F

EXHIBIT DESCRIPTIONS

Entrance Exhibit Cluster

The **Entrance** area leads visitors into the exhibition and provides an introduction to the nano world.

- **Gateway:** Large walk-through archway introducing the visitor to the exhibition. This section includes a title panel acknowledging major sponsors and a definition of nanobiotechnology. This area also introduces graphic tools such as the ladybug with a magnifying glass icon that will be used throughout the exhibition.
- **Look Closer! Can You Guess What I Am?:** Visitors can view highly magnified photographs of familiar objects and uncover photos with decreasing levels of magnification until an easily recognizable photo of the item is revealed. Items would include: a penny, a q-tip, a bee, etc.

kid-friendly text: Scientists use tools like magnifying glasses and microscopes to see amazing tiny things they can't see with just their eyes. Sometimes things look very different close up. Can you guess what these close-up pictures really are?

- **Powers of Ten Film:** Visitors can sit down and watch a modified version of the short Powers of Ten film by Ray and Charles Eames. This mesmerizing film makes viewers feel like they are traveling on a diminishing scale, taking them all the way from a view of the earth from outer space, to an aerial view of Chicago, to people picnicking, through a person's hand, all the way down to the molecular level inside the hand. Visitors can also peruse laminated copies of the Powers of Ten flipbook based on the film; this gives visitors the opportunity to look at individual photos more closely.

kid-friendly text: This book has pictures that zoom in closer and closer and closer. As you get closer you can see things that are too small to see with just your eyes.

- **How Many Nanometers Tall are You?:** Visitors can measure their height using a measuring tool with a height slider. The ruler will include nanometers as well as inches. A measurement wall will graphically display different units of measurement including meters and centimeters.

kid-friendly text: Would you like to measure how many nanometers tall you are? Since nanometers are so small, the number will be very big.

Cell Sorters Exhibit Cluster

- **Cell Sorters:** Visitors can stick their hands into a glove box and use special tools to separate out different cells based on their physical properties. Visitors will be able to try out two ways to sort the same collection of “cells” (balls of identical size and appearance but with different “invisible” properties). The balls have different weights and magnetic properties, and some appear fluorescent under black light. The balls can be sorted singly for one property only or as a whole for all three properties, allowing a child to identify those few balls that have all three properties.

kid-friendly text: Cells are little parts of your body. Cells can look alike on the outside, but can be different on the inside. Just like balls can look alike but one can be soft and another hard or one ball is heavy and another lightweight. Scientists can make special tools to sort different cells.

Have you ever seen things that glow-in-the-dark? Now sort the cells that glow from the ones that don't. This other tool uses magnets to sort cells by catching cells with more iron in them. Some of the balls are heavier than others, now use this tool sort the heavy ones from the light ones.

Magnification Exhibit Cluster

- **Giant Magnifying Glass:** Visitors can look through either of two giant magnifying lenses to see each other and things across the room in more detail.

kid-friendly text: Take a look at a friend through this giant magnifying glass. Does their nose look bigger? Can you see better close up?

- **Magnification Station:** Table-top station with magnifying glasses and microscopes of varying strengths along with bins of different kinds of things to look at (shells, different kinds of cloth, encased samples of living things, different types of rocks and sand, etc.)

kid-friendly text: Scientists use tools like magnifying glasses and microscopes to see amazing tiny things they can't see with just their eyes. You can use tools like this too. You can use a tool to zoom in close up and see tiny parts of bigger things like a bug's wing.

- **Scope on a Rope:** This station with flexible projection microscopes lets visitors look at their own skin, hair, clothing etc. Younger visitors can completely control what they are looking at. One scope magnifies at 30x and the other at 200x.

kid-friendly text: Scientists use tools like magnifying glasses and microscopes to see amazing tiny things they can't see with just their eyes. You can use tools like this too. You can use this tool to zoom in close up and see tiny parts of your skin, your hair, and your clothing.

Cells in Motion Exhibit Cluster

- **Video Theater:** This theater environment places visitors in the midst of a world of living moving cells and how scientists study them. Two videos, **Cells in Motion** and **Clean Room** play one after the other.
- **Big, Small, Smaller, Tiny:** graphic panel for display
- **What's my Job?:** Visitors can test and reinforce their knowledge of vocabulary and functions of different small things including different types of cells, germs, and DNA.
kid-friendly text: This is a matching game. Can you match each tiny thing with its job?
- **How big am I?:** At this matching game, a visitor compares the size of blood cells, a girl, a shoe, DNA and an elephant.

Adventures in Tiny Things Exhibit Cluster

- This cluster consists of three devices similar to pinball machines. The pinballs (in this case, the balls are glass marbles) represent: 1) a spec of dust part of the **Dust Tippy Table**, 2) a grain of pollen as part of **Pollen Pinball**, and 3) a germ as part of **Germ Launcher**. Each pinball machine represents the possible journeys taken by one of these particles. The grain of pollen, can land either in another flower, a bee, or a human nose. Landing in the bee will result in a buzzing sound while landing in the nose will produce a sneeze. Triggering sounds will provide incentive to the children playing the game as well as clue them into the larger context of microscopic particles.
kid-friendly text: Some tiny things like germs, dust, and pollen can have a big effect on your body. Try this pinball machine to see what some of these tiny things can make happen.

Giant Blood Drop Cluster

- **Giant Blood Drop:** Young visitors can jump into a pit of thousands of small red plastic balls. The size of the pit will represent a drop of blood, whereas each red ball represents a red blood cell. Also included are a small number of white sponges representing white blood cells.
kid-friendly text: Your body is made up of parts like bones, skin, a heart, veins, and blood. Blood is made up of even smaller parts (including red blood cells, white blood cells, and watery plasma).
- **Scale Gallery:** This interactive collage will feature microscopic entities (a red blood cell, white blood cell, nerve cell, skin cell, germs (bacteria and viruses), DNA, and computer chips) at 10,000x life size. The gallery also includes functional descriptions and beautiful micrographs of each featured item.
- **You are Made of Cells:** graphic panel for display.