

RESOLUTION NO. 2019 -2574

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL OF LEVEL ACCESS FOR ADA WEBSITE COMPLIANCE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE MASTER SERVICES AGREEMENT AND ADDENDUM THERETO IN FORM AND SUBSTANCE ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside ("Town") desires to comply with the American with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act in the accessibility of its website by all users; and

**WHEREAS**, the Town solicited quotes from vendors for ADA compliance and remediation services for the Town's website, and finds that Level Access, Inc. ("Level Access") presented the lowest and most responsible proposal for the services, as attached hereto as Exhibit "A" ("Proposal");

**WHEREAS**, pursuant to the Proposal, Level Access will provide an accessibility audit package that includes software for monitoring and remediating issues with on-line consulting support and training at a total cost of \$23,000; and

**WHEREAS**, Level Access has agreed to provide the deliverables and services, and the Town desires to enter into the Master Services Agreement substantially in the form attached hereto as Exhibit "B", together with the Addendum attached hereto as Exhibit "C", as approved in form and substance by the Town Manager and Town Attorney (collectively, the "Agreement"); and

**WHEREAS**, the Town finds that the Agreement is in the best interest and welfare of the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Approval and Authorization.** The Agreement, substantially in the form attached hereto as Exhibit "B", together with the Addendum attached hereto as Exhibit "C", are approved, subject to such changes as to form and substance as may be acceptable to the Town Manager and the Town Attorney. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town.

**Section 3. Implementation.** The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 4. Authorization to Expend Funds.** The Town Manager is authorized to expend the amount of \$23,000.00 for the services.

**Section 5. Effective Date.** This Resolution will become effective upon adoption.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of March, 2019.

Motion by Commissioner Cohen.  
Second by Vice Mayor Gielchinsky.

**FINAL VOTE ON ADOPTION**


|                               |            |
|-------------------------------|------------|
| Commissioner Barry Cohen      | <u>yes</u> |
| Commissioner Michael Karukin  | <u>yes</u> |
| Commissioner Tina Paul        | <u>yes</u> |
| Vice Mayor Daniel Gielchinsky | <u>yes</u> |
| Mayor Daniel Dietch           | <u>yes</u> |

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

# Acceleration Package Proposal



Prepared For:  
Town of Surfside

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Account Manager  
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## Executive Summary

At Level Access, we recognize that accessibility testing is only useful to an organization if the results are actionable. Developers must be able to not only understand the test results but also have the guidance to remediate any violations identified in the testing process. We also recognize that sometimes organizations don't have the budget to invest in expensive testing tools, long-term support services, and advanced training; instead, organizations need a solution that delivers usable results quickly within a helpful support structure.

In response to this demand, Level Access has created the Acceleration Package which provides a bundle of enabling services to get organizations quickly moving in accessibility. Under this package, Level Access will gather the data necessary to evaluate the accessibility of Town of Surfside's web sites and applications and develop a strategy for remediating the relevant assets. Activities will include:

- Deploying Access Analytics to automatically test live a live site upon page load to continuously track issues and remediation progress.
- Identifying the overall compliance of Town of Surfside's web system(s) with key digital accessibility requirements, while analyzing the structure and assets on the system/asset.
- Collaborating with Town of Surfside to jointly identify, select, and prioritize modules (page templates) and use cases (key workflows) for concentrated testing efforts.
- Holding delivery meetings with relevant Town of Surfside team(s) to review latest results from each weekly testing sprint and jointly work to re-prioritize remaining pages, adjust testing efforts, and determine further actions or next steps.
- Supporting Town of Surfside's teams in implementing measures to improve accessibility and validating the proper implementation of accessibility fixes with Access Advisor
- Providing Town of Surfside with Access Alchemy, a web overlay tool, to apply fixes for certain issues directly from the browser without having to access the source code.

The process will be split into two phases. First, Level Access will work with Town of Surfside to complete an assessment of the systems covered under this proposal. Second, Level Access will support Town of Surfside's developers in implementing accessibility across the key systems. This will ensure that Town of Surfside's developers will not be left to fend for themselves once testing is complete and the reports are delivered. Instead, Level Access will partner with Town of Surfside to provide support until developers are sure of what comes next, and what they need to do to make the best use of the testing results obtained from the accessibility audit.





## Overview Pricing

| Product or Service                                                                                   | Description                                                                                                            | Term     | Cost            |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------|-----------------|
| <b>Acceleration Package</b>                                                                          | Accessibility audit package that includes software for monitoring and fixing issues with on-demand consulting support. | One-Time | \$15,000        |
| • <i>Access Discovery - <a href="http://www.townofsouthsidefl.gov">www.townofsouthsidefl.gov</a></i> | One-time                                                                                                               | One-time | INCLUDED        |
| • <i>Access Alchemy Annual Subscription Tier One</i>                                                 | 6 months                                                                                                               | Annual   | INCLUDED        |
| • <i>Access Advisor Annual Subscription - Custom Edition - 24 hours/Six-month trial*</i>             | 6 months / 24 hours                                                                                                    | Annual   | INCLUDED        |
| • <i>Access Analytics Annual Subscription</i>                                                        | 1 year                                                                                                                 | Annual   | INCLUDED        |
| <b>Acceleration Training Package</b>                                                                 | Key training and resources to grow accessibility knowledge.                                                            | One-Time | \$8,000         |
|                                                                                                      | 5 Licenses to Access University                                                                                        | Annual   |                 |
| <b>Order Total</b>                                                                                   |                                                                                                                        |          | <b>\$23,000</b> |

Level Access expects this to be a firm, fixed price contract.

Absent other documentation provided in the procurement process the Governing Agreement for this Proposal will be Level Access's [Master Subscription Agreement](#)<sup>3</sup>.

All fees will be billed as of the Order Effective Date due Net 30.

<sup>1</sup> Term refers to the Subscription Term for the Product or Service. The Subscription Term begins as of the Order Effective Date.

<sup>2</sup> Annual Cost refers to the first-year cost. Subsequent year costs are defined by the relevant terms of the Governing Agreement

<sup>3</sup> <https://www.levelaccess.com/msa/>

## Table of Contents

### Contents

[Executive Summary](#)

[Overview Pricing](#)

[Table of Contents](#)

[Acceleration Package](#)

[Overview](#)

[What Level Access Will Do:](#)

[Access Analytics](#)

[Overview](#)

[The Dashboard](#)

[Rollout Process](#)

[Deploying Access Analytics](#)

[Timeline](#)

[Data Collection](#)

[Audit Methodology and Process](#)

[Kickoff](#)

[Walkthrough](#)

[Access Analytics Rollout](#)

[Manual Testing](#)

[Selection of Test Set](#)

[Weekly Test Sprints](#)

[Delivery and Planning Sessions](#)

[Assistive Technology Testing Approach](#)

[Reporting](#)

[Timeline](#)

[Project Deliverables](#)

[Access Advisor](#)

[System Testing Service Requests](#)

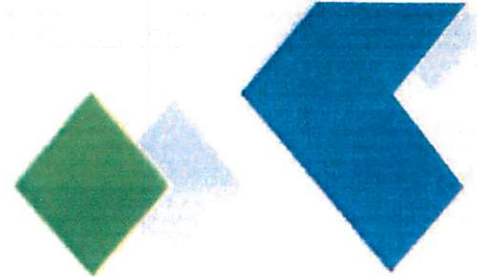
[Ad-hoc Consulting Service Requests](#)

[Access Advisor Policies](#)

[Submitting an Access Advisor Service Request](#)

[Access Alchemy](#)

[Streamlined Testing](#)



[Guided Fixing](#)  
[Fingerprint-Based Fixes](#)  
[Compliance Tracking](#)  
[Reporting](#)  
[Best Practice Database](#)  
[Work For Hire Content](#)  
[Onsite Accessibility Training](#)  
[Onsite Training](#)  
[Onsite Agenda](#)  
[Day One – Accessibility Overview and Basics](#)  
[Day Two – Advanced Accessible Development](#)  
[Day Three – Accessibility Coaching](#)  
[Program Notes](#)  
[Access University](#)  
[Online Course Access](#)  
[User Tracking and Management](#)  
[Access University Courses](#)  
[Executive/General Awareness](#)  
[Web Accessibility Course Pack](#)  
[Content Editors](#)  
[QA Testers](#)  
[Mobile Accessibility](#)  
[Designers](#)  
[Quick-Start Lessons in Accessibility](#)  
[Level Access Product Courses](#)





## Acceleration Package

### Overview

During the Access Discovery project, Level Access will gather the data necessary to evaluate the accessibility and compliance level of Town of Surfside's website and develop a remediation strategy. Activities in this project will focus on (i) identifying the overall compliance of Town of Surfside's web systems with key digital accessibility requirements, (ii) analyzing the structure and assets on each system, and (iii) understanding system and page use and risk profiles. This information will inform a **compliance, priority, and risk model** that can be used to order remediation activities throughout the project.

#### What Level Access Will Do:

- Supply Town of Surfside a demo instance of Access Analytics to continuously track issues and remediation progress
- Identifying the overall compliance of Town of Surfside's web system(s) with key digital accessibility requirements, while analyzing the structure and assets on the system/asset
- Collaborating with Town of Surfside to jointly identify, select, and prioritize modules (templates) as well as functional use cases (key workflows) for concentrated testing efforts
- Holding delivery meetings with relevant Town of Surfside team(s) to review latest results and jointly work to re-prioritize remediation work, adjust testing efforts, and determine further actions or next steps
- Deploying a demo instance of Access Alchemy, a web overlay that can deliver fixes to certain accessibility issues on websites upon page load

The information gathered from the above activities will inform a compliance, priority, and risk model that can be used to guide remediation activities throughout the active project. Level Access and Town of Surfside will partner together to review the current backlog of identified issues and re-prioritize continuing efforts accordingly.

### Access Analytics

#### Overview

Organizations can find Web Accessibility complex and unclear in terms of which actions to take or how a system's issues can change over time. Access Analytics monitors live websites and provides clear, understandable dashboards which allow users to spot important patterns or trends and focus efforts around the most at-risk areas. With Access Analytics you can get a high-level overview of your system's accessibility issues, so you can make data-backed decisions, monitor for changes, and measure progress.

Access Analytics is a JavaScript package that collects accessibility-related data from live sites upon page load. This allows organizations to continuously monitor sites, so they can highlight priority areas and measure risk exposure over time.

Access Analytics can be deployed to a single site – or to thousands – with equal ease and seamlessly scales up to support millions of page views. Users can also use report dashboards to analyze compliance of sites and applications by a variety of groupings including section, site,



host, and domain. Because Access Analytics tests every time a unique user visits and catches violations that were encountered in real time, Access Analytics is therefore monitoring for the most noticeable violations. Deploying the script can help your organization:

- Better prioritize efforts.
- Easily document progress.
- Spot important trends – like spikes in overall risk or new problem areas.
- Gather insights which can serve as a foundation for future organizational program, policy, and training initiatives.

### The Dashboard

The dashboard includes four tabs: Compliance, Problem Pages, Violations, and Remediation. Each tab includes a number of widgets that display trends and information which are continuously updated.

- The **Compliance** tab provides a look at overall health and displays a Current Risk Score for the system that covers the past week, where the past week is seven days before the most recent Sunday (subtracting seven days closest Sunday). All violations found in the past week are used in this calculation. The tab also provides the following widgets: Total Pages Monitored, Current Violation Count, and Risk Score Over Time.
- The **Problem Pages** tab focuses on areas of concern and provides the following widgets: Total Pages Monitored, Pages Visited in Past Day, Risk Score by Page and Pages with Highest Risk Scores.
- The **Violations** tab explores the issues detected and provides the following widgets: Current Violation Count, Total Pages Monitored, Violations Over Time, and Best Practice Violations by Priority.
- The **Remediation** tab gives users key information to focus efforts and determine a plan of action in resolving violations. Widgets on this tab include: Current Risk Score, Current Violation Count, Current Violations by Media Type, and Risk for The Most Active Pages.

### Rollout Process

Level Access will work with the members of Town of Surfside's development teams identified during the Kickoff and Walkthrough stages to support the rollout of Access Analytics across all relevant Town of Surfside systems. Level Access performs automatic testing of a subset of accessibility requirements, automatic discovery of systems, application pages, and linked assets, and then determines the relative access rates for various pages and assets.

### Deploying Access Analytics

A unique script is provided on a per client basis. The script must be placed on every page of the site – barring any pages that should not be tested. To deploy the script:

1. On each page, in the heading section, copy and paste the given script as close to the <HEAD> tag as possible. Note that this should be done on all pages, on all domains that are to be tested.
2. When the script has been placed on each site, please notify the Level Access support team (or other designated contact) so Level Access can verify that data is being accepted properly.







### Tag Manager Implementation:

The Access Analytics script is frequently deployed through a tag manager, such as Google Tag Manager. Level Access does not yet have specific tag manager-support, so the script above must be deployed via a custom HTML tag. Example documentation for Google Tag Manager.

### Timeline

Implementing Access Analytics typically requires 1-5 business days in total.

### Data Collection

Access Analytics does not collect any customer data entered into a web page by an end user. The Access Analytics script fires when the page begins loading and runs any testing as soon as the page load is complete – before a user would interact with the page. Additionally, the script does not capture and save any actual page or site content. The tool simply tests the page and records what kind, and how many, violations there are rather than recording each violation instance, ensuring no page content is collected or transmitted by our tool.

All Access Analytics data is communicated over a secure (https) connection and is stored via AWS (Amazon Web Services, Inc.), the industry-leading cloud platform.

The data collected includes:

- User Analytic Data
  - URL of page accessed
  - Time and date the page was accessed
  - Full Browser Agent String
    - e.g.
      - (windows nt 6.1; wow64; rv:50.0) gecko/20100101 firefox/50.0
      - (smart-tv; x11; linux armv7l) applewebkit/537.42 (KHTML, like Gecko) chromium/25.0.1349.2 chrome/25.0.1349.2 safari/537.42
  - Input Device
    - Mouse and Keyboard
    - Keyboard only
    - Voice
    - And more
- Accessibility Compliance:
  - Requirement that has failed an automated test
  - Number of times a requirement failed an automated test

### ***Audit Methodology and Process***

#### Kickoff

At the beginning of the approved project, a Level Access project lead or designated project lead from the accessibility services team will teleconference with a designated client project manager to confirm the goals, scope of work, timeline, and other project specific information. The client's project manager will provide Level Access with access to any needed system and points of contact within the development group. During the kickoff meeting the following activities will occur:







- **Scope Review** - Review the project scope and goals.
- **Project Plan Review** - Prior to the start of a project, Level Access will create a project plan reflecting Level Access's planned approach to performing the contracted work, including tasks, cost, timelines, and assumptions. During the project plan review, the draft project plan and timeline will be reviewed and discussed amongst all project stakeholders.
- **Project Role Review** – Review of all project stakeholders and their roles. This review will include an overview of any activities and resources needed by Level Access from the client to complete the project in a timely fashion.
- **Project Communication Plan Review** - Define client and Level Access primary and backup contacts for the project. This review will include a discussion of the escalation paths for project issues. Level Access generally provides two routes for escalating issues on projects – the primary through the project's staff and the second through a client's account manager.

Upon completion of the kickoff meeting, the Level Access project lead will send an e-mail to all project participants to:

- Define all project contacts and roles
- Define the project escalation path
- Share a project plan
- Confirm/deny system access and seek any additional credentials
- Request name, e-mail, and phone number of those that will receive an AMP deliverable

### Walkthrough

Level Access will receive a walkthrough of the website that Surfside is concerned about for accessibility. The goal of the walkthrough is to provide an overview of the functionality of the system(s) to ensure that key portions are identified and discussed, including any relevant factors such as user types (e.g., general user versus administrator). The walkthrough should be provided by someone who is familiar with the general technical implementation and use profile of the system(s) but does not require an individual with intimate knowledge of its code-level implementation. The testing location, connectivity, and security requirements will also be discussed as part of the walkthrough. The walkthrough can occur in person or through a web-based videoconference. It generally lasts an hour, with an optional period of 30 minutes for questions.

### Access Analytics Rollout

Level Access will work with the members of Town of Surfside's development teams identified during the Kickoff and Walkthrough stages to support the rollout of Access Analytics across all relevant Town of Surfside systems. Through this package, Level Access performs automatic testing of a subset of accessibility requirements.

Access Analytics is deployed by placing a JavaScript resource header within a website or application. The JavaScript has no discernible impact on page appearance or load time. In the case of mobile applications, Access Analytics will only be deployed to the applicable web-enabled components as it cannot be deployed to native mobile applications themselves. In this







manner, Access Analytics data collected from the web-enabled components will still be utilized to inform the mobile application audit where possible.

### Manual Testing

The compliance data gathered via Access Analytics only provides information on the set of issues that can be automatically validated, which is just a fraction of accessibility requirements. Automated testing is useful for obtaining a high-level analysis of certain basic accessibility best practices. To best determine compliance with the remaining requirements, Level Access will provide global and manual testing on a sample set of pages in the system. Global and manual testing is completed using a variety of testing methods, including our manual testing methodology and additional automated testing tools. This ensures that intensive testing efforts are concentrated on the most critical and unique issues, rather than on a high number of duplicate issues that are common with many layouts or template-based systems.

### Selection of Test Set

Level Access uses statistical sampling to determine the set of pages to be tested during the manual testing efforts. During this process, Level Access uses the data generated by Access Analytics to determine a sample set of pages that covers (i) a meaningful sample of the site user interfaces and (ii) a specific amount of the traffic of the system. This test set is then validated against the Access Analytics data to allow Town of Surfside to represent coverage metrics for the site as a whole.

To determine the sample size, Level Access adds pages to the sample set until a representative set (based on percent of the traffic) of the site is covered. This sample set is then grouped by visual layout and a sample set of each representative layout is completed during testing. This approach ensures that pages representing each of the core visual layouts are present in the sample set. In addition, Level Access can determine a basic margin of error rate for the sample size as applied across the traffic of the entire site.

Such a data-driven approach provides a high degree of defensibility to Town of Surfside as it allows claims of compliance to be mathematically defensible rather than based on the subjective criteria often applied to sites to determine accessibility. This provides Town of Surfside the ability to prove, and Level Access in turn to certify, specific levels of compliance based on objective, widely accepted mathematical principles.

The set of pages to be tested will be placed in an initial testing backlog. The backlog will initially be ordered based on the traffic to each page in the test set with higher traffic pages receiving priority. During the weekly Delivery and Planning sessions the backlog will be examined with the Town of Surfside team iteratively prioritized over the course of the project.

### Weekly Test Sprints

Testing will be performed during intensive week-long 'sprints' where Level Access specialists will evaluate pages and perform a blend of testing methods according to the test set. At the conclusion of each test sprint, Level Access and Town of Surfside will meet via web conference for a delivery and planning session to review results and plan the next test sprint. After the initial week-long test sprint, culminating in the first delivery and planning session, Level Access will then test according to how the backlog is re-ordered or prioritized ensuring that the most







important parts of the system(s) are evaluated iteratively as the audit continues. The test sprints must occur in successive weeks and cannot be interrupted for a week or longer to resume at a later time.

The two test sprints (each one week in length) will focus on a prioritized sample set of pages/modules and the number of modules that will be tested depends greatly on the customer's system, for example, a site with lots of Responsive Web Design would require more in-depth testing and thus cover a smaller range of pages than a site with simpler design. Additionally, numerous issues will be redundant by nature and it makes sense to stop testing for issues after finding a certain preponderance of them and to instead concentrate efforts on additional issues that may be more unique or important to the system.

### *Delivery and Planning Sessions*

Level Access and relevant Town of Surfside development team members will meet weekly via web conference to review the test results delivered in the prior week and examine the current testing backlog. The test results review provides a weekly forum for the people at Town of Surfside to review and integrate testing results into the development process. The sessions are also used to answer any general questions or troubleshoot problems or issues that may arise during the project. The backlog review allows the project to re-prioritize or adjust to support additional testing or remediation efforts as needed over the course of the project.

These sessions can be scheduled to match Town of Surfside specific stand-up meetings to coincide with development sprints or other pre-existing development activities where possible. In this fashion, the highest priority testing results, as reflected by the testing backlog order, can be continuously delivered to the team and slotted into development sprints. This approach ensures that Town of Surfside will always have the most important items tested and addressed first and allows the efforts to be modified or adjusted over the life of the project to maximize efficiency and effectiveness.

### *Assistive Technology Testing Approach*

Level Access will work with Town of Surfside to jointly plan six hours of functional testing of key workflows that are critical to the overall experience of the system(s) or asset for assistive technology users. This includes the primary tasks or work flows that you would expect any user to be able to complete using your system(s) and they define the overall functionality of the system when using assistive technology. In the case of a job search site, that could be searching for a job or posting a resume while utilizing the JAWS (Job Access with Speech) screen reader. For a desktop application, such as Microsoft Word, it could be creating a new file, typing a new paragraph, and then saving the document as a PDF.

If a customer wants to use a certain version or type of assistive technology for whatever reason, then Level Access will need to evaluate this option.

### *Reporting*

After the completion of the relevant number of testing sprints, Level Access's testing team will cross-validate the manual, assistive technology, and Access Analytics testing results and synthesize them into a single compliance data set. The data set will then be analyzed for violations that occur in patterns as well as in isolation and will map specific violation descriptions







against the modules in which each violation was found. The analysis phase also translates the large amounts of raw data produced during testing into a clear, concise, prioritized set of recommendations.

### Report Delivery

Level Access will present the final set of findings in a series of online reports organized around the specific systems in place for the customer. This presentation is provided to the relevant stakeholders across applicable functional groups. This presentation serves several purposes:

- First, online delivery helps to raise awareness of compliance within the product groups.
- Second, online delivery allows for the clarification of report findings across all affected functional groups.
- Finally, it allows Level Access to establish next steps for different functional areas in the organization.

### Timeline

In general, audit projects are completed in around three to six weeks from beginning to end. Project timelines can vary based on scope, available client resources, and client directed schedules. The exact schedule is determined and managed jointly with the customer and finalized as part of the Kickoff phase of the project. For most clients, however, the duration of each phase of is roughly as follows:

- Kickoff: 1 Business Day
- Walkthrough: 1 Business Day
- Access Analytics Rollout: 1 – 5 Business Days
- Testing Sprints: Two Week-long Sprints
- Results Delivery/Planning Sessions: 1 Business Day, occurs after the completion of each Testing Sprint

### Project Deliverables

**Summary Report** – *A summary report of the audit findings.*

This consists of a summary of major accessibility and compliance concerns found in the system.

**Report Dashboard** – *A high level overview of the level of compliance of each system in a visual form.*

It includes comparisons of compliance over time, distribution of violations by severity, status of testing completion and top issues broken down by number of modules affected and the Severity, Noticeability, and Tractability (S/N/T) ratings for each violation.

**Compliance Reports** – *Projected compliance scores and percentage compliance ratings for each accessibility standard.*

This is provided for the overall standard and each specific paragraph, or checkpoint that is part of the standard. This provides a specific definition of the projected level of compliance of the system against specific statutory or policy requirements.

**Violations by Priority** – *Lists the Severity, Frequency, Noticeability, and Tractability (i.e., the typical degree of difficulty to fix) of each accessibility Best Practice that was violated.*





These factors are combined to establish a prioritization of the discovered violations. The violations are normalized on a scale from 1 (lowest priority) to 10 (highest priority), which offers a gauge of the development effort that may be required to remediate the problems and the order in which they should be remediated. This report can be exported via an Excel format.

**Modules List** – *Lists and illustrates all the modules that are tested.*

The list includes the name of the module, the location the module was captured from - typically a URL, a thumbnail screen shot of the module, the total violations found in the module, who completed the testing on the module and an indication of whether or not the manual testing has been completed on the module.

**Module Detail(s)** – *Depicts what violations are present in a single module and all modules in the report.*

The details include the accessibility Best Practice(s) that were violated, accessibility standards violated, the location of the issue and a description of the specific problem that caused the issue to be flagged. Depending on the type of audit and type of product, it may also include additional results from automated testing tools, whether the problem was part of a Pattern or was Global in scope, and the line, page number or XPath of the rendered, as tested module source. In AMP, users can select whether to display these Module-specific details for a selected Module only or for all Modules. This report can be exported into Excel or XML as needed and filtered based on the way the issue was diagnosed.

**Violations** – *Lists the accessibility Best Practices that were found to have been violated during testing.*

It also identifies the technology platform type to which each Best Practice belongs (e.g., Keyboard Accessibility, Forms) and the occurrence rate of the issue. This report is presented in a sortable list to group related requirements together. This report can be exported via an Excel format.

**Violations Detail** – *Provides the full Best Practice information for all issues encountered during the audit.*

It provides a long form alternative report to drilling down into each accessibility best practice through either the Module Detail(s) or Violations reports.

**Violations by Standard** – *Identifies which accessibility standard(s) map to which Best Practice.* Examples include Section 508's Technical standards and its separate Functional Performance Criteria, and the Web Content Accessibility Guidelines for Level A and Level AA compliance. This can increase the understanding of the accessibility standards and may also serve as a partial basis for prioritizing the remediation efforts. This report can be exported to Excel.

**Violations by Instance** – *Provides a list of all the issues encountered during testing with information about the Module, Severity, Best Practice, Issues Description, and Note per issue.* It provides an alternative, tabular format to the Module Details report listing all issues, with the ability to sort by each field independent of the Module. This report can be exported via an Excel format.

**Access Advisor**

Digital accessibility is extremely complicated work, and Level Access's team is comprised of the best analysts, testers, and developers in the accessibility field. Through Access Advisor, Level







Access team members will perform accessibility testing, answer technical questions related to accessibility implementation requirements (e.g., the ADA, Section 508, CVAA, and the WCAG) and address other common accessibility requests. This allows our customers to have the industry's best resources available to them with no overhead.

Access Advisor provides support to users in a way that works with their development and testing needs at the time they need it. This includes:

- **Ad-hoc Accessibility Consulting** - Included in Access Advisor subscription is ad-hoc testing support and development support, including access to our team of compliance and assistive technology testers who can provide validation of your implementations of accessible code. This allows your team to focus on business solutions for your users, eliminating development bottlenecks for formal accessibility validations.
- **Development Support** - Our team provides you with development support as you implement accessibility, giving your team detailed guidance for implementing specific accessibility requirements. Your development team can leverage our extensive expertise on technical accessibility implementations including ARIA and accessible JavaScript solutions.

### System Testing Service Requests

The most common types of service requests under Access Advisor are testing requests to validate that a customer has properly implemented the relevant accessibility requirements. This testing ranges from informal, quick checks with assistive technology to full-scope, formal auditing of systems. The bulk of testing provided in this form will be quick tests for developers to ensure they are properly implementing accessibility requirements as they go. The following common types of service requests are completed as part of System Testing:

**Quick Test** – A request for a small amount of testing for a specific component, screen, or module of a system. Quick Tests provide for high-level feedback on key accessibility issues for systems. Quick Test service requests may include both technical and assistive technology testing activities.

**Wireframe Review** – A review of wireframes, visual design comps or other design artifacts for potential accessibility issues. This review focuses on identifying accessibility issues that may occur on the implementation of the design in working system code.

**Assessment** – A high-level test of a full system for accessibility. Testing is completed in key assistive technologies using a small sample test size and core manual tests. The goal of an Assessment is to identify most the types of issues in the systems and provide a high-level prioritization of how to fix those issues.

**Audit** – A detailed review of a system against all relevant standards and a broad set of assistive technologies. Auditing is completed using an extensive set of assistive technologies, a broad sample size and the full set of manual tests based on the relevant accessibility standard. The goal of the Audit is to identify all the issues in the system and provide a detailed roadmap for fixing the system. Audits are commonly delivered using an iterative test delivery methodology. This provides for the delivery of core issues within the first week of testing, additional weekly deliveries thereafter and a full of issues by the completion of testing. Audits conform to Level Access's full Unified Audit Methodology.







### Ad-hoc Consulting Service Requests

Through Access Advisor, Level Access can provide incremental consulting and execution of ad-hoc consulting projects deemed relevant by Town of Surfside, on any areas relating to digital accessibility including:

#### Development Support

The Access Advisor team will answer technical questions related to the proper implementation of accessibility violations and provide direct support for development activities relating to accessibility efforts. Time allocated towards this type of activity allows developers to have the ability work directly with Level Access's senior services staff, including lead developers, to address and solve non-compliant code. This work can range from answering simple questions that may arise as developers begin the remediation efforts to developing actual implementations of accessible and compliant code. This allows clients to validate, in process, that developers are performing the right type of activities to achieve compliance.

#### Compliance Consultation

The Access Advisor team will answer technical and policy questions related to the Section 508 requirements, the Web Content Accessibility Guidelines (WCAG), web development practices relating to accessibility, assistive technology usage, or similar accessibility issues. These questions often pull on a mix of Level Access's regulatory, technical and functional expertise to be properly answered.

#### Agile Sprint Embedding

Level Access will assign someone from the Access Advisor team to be an embedded member of a Scrum team for a series of sprints. The Access Advisor team member will provide accessibility feedback to the team during the sprint actively influencing and directing the progress of the sprint. As needed the Access Advisor team member can accept aspects of the story that relate directly to accessibility and perform in process testing on user stories. Participation in this fashion ensures that accessibility feedback is provided when it is impactful - during the sprint - and not when it can no longer influence things after the completion of the sprint.

As part of Agile Sprint Embedding, as approved by the customer, Level Access will provide access to users with disabilities for story testing and acceptance. The focus of this is exposing the Scrum teams to real world users with disabilities throughout the development process.

For co-located teams that have a need for resources to be onsite Agile Sprint Embedding can include onsite resources as directed and available.

#### Support Statements

As part of completing a digital accessibility assessment, Level Access can (under Access Advisor hours) provide third-party certifications that a system reflects a specific level of compliance with the relevant accessibility standards. Organizations use these certifications as a competitive differentiator in the marketplace to prove that the application has met the challenge of exceeding a minimum level of accessibility. Level Access can provide a:

- WCAG Support Statement – The WCAG Support Statement provides the compliance level with each paragraph in the WCAG 2.0, Priority Levels A and AA. In addition to a





formal grade, it also describes specific accessibility features, documentation, and some types of accessibility problems.

#### Documentation Review and Updates

Many accessibility standards require that for a system to be considered accessible the entire use of the system supports access by individuals with disabilities. This includes the direct use of the system itself as well as the packaged documentation and training that are provided with the system. Through Access Advisor, Level Access can work with Town of Surfside documentation teams to assess the current accessibility of documentation templates and specify changes required to produce accessible, electronic documentation with no exceptional effort on the part of Town of Surfside.

Level Access can also work with Town of Surfside to provide alternative format documents on-demand. In practice, Level Access has found that alternative format documentation requirements tend to be exceptionally rare. As such, a reactive approach tends to be the most cost-effective way to ensure that alternative format documentation can be provided without having to invest in the creation and maintenance of alternative format documents that are unlikely to be used.

#### Regulatory Relationship Support

Level Access will work with Town of Surfside project managers to facilitate Town of Surfside's interaction with members of the public sector who are validating the compliance of Town of Surfside's accessibility activities. The focus of this level of support will be on ensuring clear definition is provided to the market on how Town of Surfside plans to achieve compliance and which requirements Town of Surfside will pursue compliance with. Regulatory relationship support activities include:

- Leveraging existing relationships with agency personnel to inform and shape compliance activities to the benefit of your specific accessibility approaches.
- Providing documentation and rationale for any modifications and extensions to agency accessibility requirements that are relevant to Town of Surfside.
- Mentoring agency personnel in Town of Surfside accessibility compliance methodology and testing criteria.
- Identifying and communicating any accessibility requirements that will need to be evaluated and approved by the agency for regulatory purposes.

#### Access Advisor Policies

Time will be charged against the Access Advisor Hours in quarter hour increments rounding up to the nearest quarter hour.

For each request submitted to Access Advisor, a quarter hour will be charged against the Access Advisor Hours. This deduction occurs solely against the incremental, additional time to resolve the request and does not include the initial quarter hour time for each request. If Level Access does not have the staff or expertise to directly resolve a request the customer will be presented with the incremental time cost to resolve the issue and the customer authorized submitter can decide if the resolution is warranted.







Upon request, Level Access can specify an Organization Administrator for the organization purchasing a subscription of Access Advisor. The Organization Administrator can reserve the right to approve a request that would require deducting more than a set amount of time from the Access Advisor Hours. Level Access will queue and review such requests with the Organization Administrator prior to approval. Upon request, Level Access will make available to the Organization Administrator a spreadsheet that records the specific tasks performed, the amount of time it took to perform those tasks, for whom it was performed, the completion date, and the number of Access Advisor Hours that remain.

Unless otherwise indicated in this Order Form the following Access Advisor Hours will be available:

- Access Advisor will provide 6 months and 24 hours of Access Advisor Hours to be used during the term of the Acceleration Package

#### Submitting an Access Advisor Service Request

Users may submit Access Advisor service requests directly through the Access Advisor support e-mail address ([helpdesk@LevelAccess.com](mailto:helpdesk@LevelAccess.com)) or the appointed Level Access technical support representative. AMP-licensed customers can submit a service request via online support request form:

- In AMP, select the "Advisor" tab to be logged in to the Access Advisor portal.
- In the Access Advisor portal, select the "Get Consulting" tab.
- Select the relevant service request type and enter details about the service request in the form, then submit the form.
- A confirmation e-mail will be sent from the system with a reference number for the service request. Reply to this e-mail or comment directly in the Access Advisor portal to communicate further about the service request with the Access Advisor team.

#### Access Alchemy

Access Alchemy is a module of AMP (our accessibility management platform) that extends AMP's accessibility testing functionality and provides the ability to specify and deploy fixes for site issues without requiring the user to modify source code. With Access Alchemy, users can quickly evaluate accessibility issues within a site and deploy systemic fixes in minutes.

#### Streamlined Testing

Testing can be time-consuming, but Access Alchemy streamlines this process in the form of a browser extension that is connected to the organization's instance of AMP. Users can open any page in their web-based system and launch the extension to view all violations on the page. The relevant AMP Best Practices are viewed directly in the browser window to provide additional information about the nature of the violation. The details of the violation are displayed in Access Alchemy and the violation is highlighted directly on the web page itself.

#### Guided Fixing





Access Alchemy allows organizations to quickly fix some of the most common and noticeable accessibility violations without development effort. As users navigate through the violations on a web page, options to fix the violations are displayed along with the details of the accessibility issue and the user will be guided to the proper fix. A segment of JavaScript code unique to the organization's site is inserted on each page, allowing the specified fixes to be written to the page whenever it is loaded with no impact on page functionality, appearance, or load time.

### Fingerprint-Based Fixes

Modern-day websites and web applications are built with reusable elements/widgets and are very template driven because this saves time and ensures consistency. This means most websites and applications have many instances of the same violation throughout the site, even on the same page. Fingerprints allow more accurate identification of elements that are reused across multiple pages over a system. When a user loads a page, Access Alchemy checks for any elements that match a fingerprint in our database. If there is a match, the defined fix is loaded even without the page being tested before.

This means customers can test something once, define the fix, and then Access Alchemy will deploy that fix anywhere else it applies to any issue on a system page with the script.

For example, if a common navigation menu appears on every page of the site, an alternative text fix applied to an element on the navigation menu on one page will be automatically applied to the navigation menu on every other page after the fix has been stored in Access Alchemy.

### Compliance Tracking

Violations found by Access Alchemy in a web system, as well as the actions taken and details on them, are stored in the AMP database allowing an organization to view and track the compliance of the web system as they would with any other system managed by AMP. As the violations requiring manual intervention are fixed, their status is updated within AMP.

### Reporting

AMP displays reports on data generated from testing as well as reports about the fixes that have been applied via Access Alchemy.

### Centralized Standards Management

All testing controls, standard definitions, and Best Practices are centrally configured and automatically deployed across an organization from within AMP. Access Alchemy utilizes this configuration and makes use of the organization's customized set of Best Practices and standards against which their web system should be tested.

### Best Practice Database

Access Alchemy utilizes AMP's library of over 1,500 accessibility best practices that are organized by technology platform and provided as part of the Learning Center within AMP. Users can make use of this library directly within the browser window as they are evaluating each page. The best practices library provides access to accessible development best practices







descriptions and guides for all platforms and across all standards currently supported in AMP. Each best practice guarantees access to:

- Descriptions of accessibility issues
- Compliant source code examples
- Non-compliant source code examples
- Recommended approaches and options for fixing a violation of a Best Practice
- Unit tests allowing for validation of the issue in a variety of fashions including automatic, manual, and Assistive Technology review
- Links to relevant public standards associated with the Best Practice
- Severity, Noticeability, and Tractability (SNT) metrics for prioritizing compliance violations across best practices

As users are evaluating each violation within Access Alchemy, they can use the best practices library to learn more about the nature of the violation and the recommended method for fixing it.

## Onsite Accessibility Training

Live accessibility training is key to kicking off an initiative related to making your digital content and applications accessible to users with disabilities. Level Access's digital accessibility experts will administer a full day onsite session for Town of Surfside to accelerate its digital accessibility program.

Prior to the training, Level Access will have performed testing on key Town of Surfside systems to provide a sample of testing results that can then be used during the session. These results will illustrate accessibility issues in customer systems. This will ensure that your organization has a general understanding of the compliance of its systems and the nature of core accessibility violations going into the training. The information obtained from this testing will guide the formal training and informal consultation provided during the onsite sessions.

The overall focus of the training will be on the fundamentals of digital accessibility and the application of skills with an emphasis on hands-on activities. This will include examples coming from the evaluation of Town of Surfside's actual systems as completed in the audit.

## Onsite Training

### *Our Teaching Philosophy*

We believe that teaching accessibility and inclusion is a fundamental piece to all the work we do: it is the foundation of transformation. Most technical trainings in the digital industry focus on a download of knowledge. In our workshops, we'll use real-world examples from your web site and applications to teach accessibility concepts while ensuring that you also develop the skills that will be needed for self-sufficiency. Our approach focuses on skill-building for one simple reason: knowledge without action does not lead to change.

Ultimately we tailor workshops to your audience, ensuring that the experience of each participant is directly relevant to the challenges facing them and their teammates – whether it be about fixing specific issues to work better with voice recognition software, how to create designs



that meet the needs of people with low-vision, or how to ensure that the apps you create are read properly by VoiceOver on iOS and TalkBack on Android.

Our teaching begins with empathy and ends with action. We want your teams to understand the real impact that people with disabilities feel when they are locked out of interacting with your digital content, and we want to provide the tools needed to be truly successful in creating accessible online experiences, both now and in the future.

## **Overview**

Our live, hands-on workshops are customized to meet the specific needs of our clients: we incorporate your business strategies; your content, voice, and tone; your UX team's design goals; your web development team's expertise; and your organization's web production environment to craft a fully personalized learning experience. Through the use of live demonstrations and hands-on exercises, your team will understand how to integrate web accessibility into their daily practices and workflow, and they will learn how to incorporate these considerations and techniques into future projects.

By using our customers' own design and development efforts as a cornerstone for all our teaching exercises, we provide practical and actionable approaches to implementing web standards and web accessibility requirements from the Web Content Accessibility Guidelines, Level A and Level AA (WCAG). Not only will we help you meet those requirements, but we'll take it a step further to ensure that all your digital creations are easy to use and create great experiences for people with disabilities.

These workshops are all designed to work together and support one another. For some organizations, we've provided two to three workshops per quarter each year, and for others, we do them in more rapid succession. Ultimately, we'll customize the content and delivery of these workshops to meet your needs.

## **Training Plans**

Our customers often meet their immediate short-term goals for training by bringing our team in for one or two workshop sessions focused on specific roles. However, almost all of our customers work towards long-term sustainability by creating a training plan that aligns with their organization's needs. Similar to the process for creating specialized workshops, we collaborate to create a long-term, multi-year training plans. The plan will include recommendations on:

- Online courses and learning pathways in Access University by role
- Live training workshops by role for years one, two, and three
- Team training workshops on cross-functional special topics for year one, two, and three
- On-boarding learning paths for new hires and role transitions
- Informal learning activities and teaching opportunities for communities of practice
- Any other recommendations that we may have for you based on our work together

After each training delivery, we'll conduct a retrospective with your key stakeholders to review which parts of the training were well-received, which parts can be improved, and what lessons we have collectively learned from the training.







We build an annual review cycle into all of our training plans. We'll review the details with you at least once a year and share with you our assessment of where your organization and teams are with respect to learning accessibility knowledge and skills.

### ***What You Can Expect Pre-Training***

Approximately one week after we sign on to deliver training, we'll get together with you and your key stakeholders to refine what we're doing with training. There are a handful of items we should collaborate on as soon as possible:

1. **Goals and objectives:** We'll want to make sure we get all of your goals/objectives listed and tracked for our training team, and for you and your stakeholders.
2. **Training course creation/customization:** We collaborate with you and your teams to ensure that we meet your training goals. Together, we'll create a backlog of candidate topics for training, and then we'll work with you to prioritize and select topics that best fit your needs and objectives. The priority of training topics is usually determined by a few things:
  - The things you *know* you need from your experiences, team composition, and current knowledge and skill levels
  - The issues we found when reviewing your site for accessibility
  - Your product roadmap and plans – we'll look at what you're working on next, and tailor the workshops to best reflect what is ahead of you in the short and long-term

We'll review all that together and determine how much material and which topics are best to cover in the workshops.

3. **Participant details:** we know that this may change by the time we're delivering the training, but we want to make sure we know who is in the room for the training, including whether or not there will be remote participants. We'll also want to know a final head count for the training, and the roles of each person participating. If any participants have accessibility needs, this is the time to let us know so that we can be sure that everyone is able to participate in the training in a meaningful way.
4. **Logistics:** we'll work with your logistics and operations teams to make sure that we have all the technical requirements for doing the training as well as coordination for transportation, accommodations, meals, check-ins with security, contact details (including cell phones numbers for key contacts), and any other details we'll need to make sure things run smoothly.
5. **Regular check-ins:** We'll set up a cadence for us to check in with each other at regular intervals. We may need to connect with people on your team to ask questions of them, or to find out details of a particular web page, app screen, or a task flow that we're using to customize your workshops. We'll use these regular check-ins to see if everything is on track and to review progress. This is also the time for us to discuss any scope changes. If there are updates to priorities or training objectives and goals, the size of the audience, the duration of the training, or other aspects of the training, then we'll need to



review scope, cost, and timelines together to be sure that our original agreement and plan are still valid.

### ***During Training***

We'll be there. We'll teach. You'll love us, and our workshops.

### ***After Training***

We'll provide digital copies of the materials we presented during the training, and we'll conduct a formal retrospective with your team members and stakeholders.

### ***Audience***

- **Designers** – Designers responsible for building accessible user interfaces.
- **Developers** – Developers responsible for implementing accessibility requirements.
- **Quality Assurance** - Quality Assurance personnel tasked with testing and validating the accessibility and conformance of systems.
- **Authors** - Content Authors that are developing electronic documents.
- **Managers** - Product, Project, Development, Quality Assurance and Content Author Managers.

### ***Logistics***

- **Reference Materials:** Course reference materials, including course slides, will be emailed to Town of Surfside to be distributed to course attendees.
- **Instructors:** Up to Two (2) instructors from Level Access will deliver the on-site training courses.
- **Schedule:** The first half-day of training would be an afternoon session – 1pm to 4pm. The duration of a full day of training is 6 hours, which includes a morning session – 9am to 12pm – and an afternoon session – 1pm to 4pm – with a break for lunch in between.
- **Class Size:** The maximum class size is 20 to 25 students per class.
- **Classroom:** Onsite at Town of Surfside facilities. There is a need for these facilities to have internet access and an overhead projector.
- **Students:** Students should have access to computers – either their laptops or computers in a lab environment – so that they can complete the hands-on exercises.

### ***General Training Coverage***

Given the wide scope of user interface elements and content that could be deployed into Town of Surfside's systems, training that covered all possible accessibility issues for all possible roles would be extensive in nature. In practice, a small number of accessibility issue types tend to account for the vast majority of issues. Therefore, Level Access recommends that courses focus on a minimal, limited set of requirements of common issues for targeted, in-depth training. These courses would cover high-priority issues that are known to be relevant to each role rather





than the all possible issues that could apply. With this approach, team members are trained on key issues they are likely to encounter and are made aware of areas where they should request additional input and review from internal accessibility experts.

### ***Program Notes***

**Calendar and Schedule:** Level Access will coordinate with Town of Surfside to determine the exact calendar dates and training schedule.

**Training Daily Schedule:** For multi-day engagements, the first two days of formal training will consist of six (6) hours; the morning session for the training will begin at 9am and end at 12pm; there will then be a one-hour break for lunch; the afternoon session will begin at 1pm and end at 4pm. Any variance from this schedule will be documented and explicitly agreed to by both parties via e-mail.

**Travel Expenses:** For onsite training engagements Level Access will bill Town of Surfside for travel and accommodations separately and at a later date from the stated price in this proposal.

**Recording, Captions, And Transcripts:** Digital resources and reference materials are provided to workshop participants for use during and after training. There is an additional cost if you wish to record the on-site trainings. If training is recorded, all training videos must be transcribed and captioned.

## **Access University**

It is difficult for web developers, designers, and many other roles to precisely identify what they need to change to make their digital assets accessible. Access University addresses this by offering a wide range of multimedia training courses to help organizations create accessible systems and digital content. Whether building websites, apps, software, or hardware, Access University has all the training materials Town of Surfside needs to comply with relevant laws and standards.

### ***Online Course Access***

An annual subscription provides unlimited access to all courses provided through Access University. Five (5) of Town of Surfside's team members can register for any of the online courses and they will have access to AMP Best Practices, job aids, testing manuals, training videos, and reference materials. It is an extensive amount of compelling, actively curated information that can radically accelerate knowledge acquisition in the field of study.

### ***User Tracking and Management***

Access University provides administrative control to users of specific systems, allowing organization administrators to observe their employees' progress, view notes, receive notifications on individual course completion, and obtain feedback on how users are progressing through the system. This ensures that Town of Surfside managers can easily receive up-to-date, precise information about the growth of their team's knowledge base.





## ***Access University Courses***

Access University offers the following courses and course packs. Town of Surfside has the option to add individual courses to existing course packs as relevant to the organization's needs. Should Town of Surfside desire, Level Access can also provide guidance on which courses are most relevant to the organization's development and accessibility needs.

### **Executive/General Awareness**

The Executive/General Awareness Course Pack covers key issues relating to accessibility policy development and deployment within an organization. The curriculum includes course content relevant to organizations seeking to conform with the Section 508 and Section 508 Refresh standards, an overview of the differences between the current and past versions of WCAG, an introduction to the CVAA, information about the Americans with Disabilities Act and how it is interpreted and applied. Courses offered in this curriculum include:

- Accessibility Concepts – Version 2.0
- Introduction to JAWS
- Introduction to ADA
- Introduction to CVAA
- Introduction to Section 508
- Introduction to WCAG 2.0

### **Web Accessibility Course Pack**

The Web Accessibility Training Curriculum teaches managers, developers, designers, and quality assurance specialists to create and/or test websites and applications to be accessible to persons with disabilities and compliant with relevant standards. The courses cover basic to advanced techniques for addressing accessibility errors and may be tailored to the experience level of the participants and the accessibility challenges faced by individual organizations. Specific emphasis is provided on developing go-forward solutions - ensuring accessibility is gradually injected into the development process. Courses offered in this curriculum include:

- Introduction to Web Accessibility
- Introduction to JAWS
- Introduction to ARIA
- ARIA for Developers I
- ARIA for Developers II

### **Content Editors**

The Content Editors Course Pack prepares content authors to create electronic documents that are accessible to persons with disabilities. The curriculum includes a variety of courses on the creation of accessible files in key document publication tools including Word, PowerPoint, Excel, Adobe Acrobat, and Adobe InDesign. Courses offered in this curriculum include:

- Microsoft Office Word 2010 Accessibility
- Microsoft Office Word 2013 and 2016 Accessibility
- Microsoft Office Excel 2010 Accessibility
- Microsoft Office PowerPoint 2010 Accessibility
- Adobe Acrobat X Accessibility







- Adobe Acrobat XI Accessibility
- Adobe InDesign CC Accessibility

### QA Testers

The QA Testers Course Pack focuses on training QA engineers in testing websites, applications and other IT systems for compliance with accessibility standards. The curriculum covers the methodology for testing systems and techniques for completing tests against specific standards. The curriculum includes a high-level overview of accessibility testing and methodologies for evaluation, an overview of common accessibility issues and how to detect them, and an overview of testing tools including automated software tools and assistive technology, as well as manual review techniques. Courses offered in this curriculum include:

- Screen Readers for Testers
- Accessibility Audit Methodology
- Accessibility Testing Tools Overview
- Introduction to JAWS
- Accessibility QA for the Web

### Mobile Accessibility

The Mobile Accessibility Course Pack focuses on training Designers, Developers, and QA specialists to design, develop, and/or test mobile applications for compliance with accessibility standards. The curriculum covers the methodology for designing, developing, and/or testing systems and techniques for completing tests against specific standards. Courses offered in this curriculum include:

- Mobile Accessibility Basics
- Android Mobile Accessibility for Developers
- iOS Mobile Accessibility for Developers
- iOS Mobile Accessibility for Testers

### Designers

Teach designers to create and/or test websites, applications, and documents to be accessible to people with disabilities and compliant with relevant standards. The courses cover basic to advanced techniques for implementing accessibility and may be tailored to the experience level of the participants and the accessibility challenges faced by individual organizations. Specific emphasis is provided on developing go-forward solutions - ensuring accessibility is gradually injected into the design process. Courses offered in this curriculum include:

- Accessibility Concepts – Version 2.0
- Introduction to Web Accessibility
- Mobile Accessibility Basics
- Adobe InDesign Accessibility

### Quick-Start Lessons in Accessibility

Get educated quickly on important topics with our self-paced, short-form lessons. Level Access has crafted these lessons to help students digest useful information without the stress of taking a test and passing a longer course. These topics provide key information regarding specific





areas in accessibility which can provide students a useful head-start before consuming the rest of our more in-depth courses in Access University.

- WCAG 2.1 Exploring the New Success Criteria
- Quick Tips for Writing Meaningful Alt Text
- Best Practices for Creating Accessible Emails
- Writing & Reading Accessibility Conformance Reports in the VPAT® Format

### Level Access Product Courses

Courses designed to give users a better idea of how to use various Level Access products in different ways to more effectively manage and execute digital accessibility initiatives and projects.

- AMP New User Orientation
- Using Access Analytics
- Using Access Alchemy
- Using Access Assistant
- Access University New User Orientation

### **Work For Hire Content**

Level Access uses a large amount of pre-existing intellectual property in the creation and delivery of audits. Specifically, Level Access uses AMP (Accessibility Management Platform) to create, store, and deliver test results and the Unified Testing Methodology to govern the methods and techniques for the creation of these test results. *These pre-existing systems and methodologies, including AMP and the Unified Audit Methodology are not considered work product or work for hire materials under this agreement and no license, right or title is granted to them. Use of AMP is governed by the then current version of Level Access's Master Services Agreement.*

Outside of Level Access's pre-existing intellectual property, Level Access agrees for itself and its personnel that Town of Surfside will own all documents, deliverables, software, and any other materials made specifically for it in the course of providing services pursuant to this Order Form, all of which shall be considered "works made for hire" as such term is defined in 17 U.S.C. §101. In the interest of clarity, this means Town of Surfside owns the right to all audit content and findings but all right and title to Level Access's pre-existing intellectual property that is used to create and deliver those audits remains owned solely by Level Access.







# Level Access Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") between Level Access, Inc. ("Level Access") a Delaware corporation and Town of Surfside, ("you"). The Agreement governs your use of Level Access's products and services ("Services").

This Master Services Agreement (the "Agreement") is made between Level Access, Inc., a Delaware corporation ("Level Access") and each party ("you") that executes an Order Form for Level Access's products and services ("Services"). This Agreement is effective as of the date of Customer's initial Order Form. When you execute the initial Order Form you agree to the terms set forth below.

Now therefore, you and Level Access agree as follows:

## 1 General Terms

Level Access provides a suite of digital accessibility and compliance tools, which can be delivered as one-time services, subscription-based software and services, or both. This Agreement covers any software that Level Access may provide or services that Level Access may perform for you. If you are engaged in a free trial of any of these Services, this Agreement will also govern the terms of that free trial. Certain capitalized terms are defined in Section 12.

As a general overview, any work that is created specifically for you will be considered Work Product, as defined below, and you will own all the Work Product that is created specifically for you. Level Access uses pre-existing software, methodology and content that are used to create and deliver certain aspects of the work property ("Delivery Systems"). These Delivery Systems, inclusive of all Level Access Technology and Level Access Content, are considered the intellectual property of Level Access and no right, title or ownership in them is granted to you under this Agreement.

## 2 Services Terms

### 2.1 Work Product and Customer Data You Will Own

When Level Access develops content, findings documents, deliverables and any other materials specifically for you, you will own all the resulting work ("Work Product"). Work Product will be designated "Work for Hire" on the applicable Order Form, and in that case such Work Product will be deemed work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C. §101 et seq, and any foreign equivalent thereof. On payment of all applicable fees, Level Access will assign to you all Intellectual Property Rights in the Work Product.

Customer Data includes information you provide Level Access pursuant to this Agreement or that Level Access generates while providing the Services. All Customer Data is yours and you grant Level Access no ownership rights in it.





## **2.2 Technology and Content Level Access Will Own**

Level Access Content and Level Access Technology are materials and technology Level Access has developed to use across its customer base. Except for your license and use rights in this Agreement and your ownership rights in Work Product described above, Level Access and its licensors retain all title, ownership rights and Intellectual Property Rights in all of the Level Access Content and Level Access Technology.

The Level Access Technology and Level Access Content are protected by copyright and other intellectual property laws and by international treaties. Your only rights in the Level Access Content and Level Access Technology are the license and use rights in this Agreement, and even if the terms "purchase" and "sale" are used regarding software, your only rights in Level Access software are those of a licensee.

## **2.3 Acceptance of Deliverables.**

If an Order Form requires acceptance of deliverables Level Access will deliver you a draft copy of the deliverable by email for review and acceptance and the acceptance process will be as follows (except as otherwise agreed in the Order Form):

- Upon receipt of the draft copy of the deliverables you will have 10 business days to formally approve or reject the deliverables.
- To formally approve the deliverables, you should indicate approval or acceptance via an e-mail.
- To formally reject the deliverables, you must provide a detailed description of why it was rejected and what items must be addressed for the deliverable to be deemed acceptable.
- If the rejection is based on factors or scope not identified in the Order Form, outside of the scope of the acceptance criteria, or outside of the scope of the project you must submit a change request to Level Access to add the factors to the acceptance criteria for the project. This may cause the project delivery schedule, dates, scope or approach to change.

Any deliverables will be deemed to be formally approved 10 business days after delivery absent other notice.

## **2.4 Subcontracting and Personnel Assignments.**

Level Access may subcontract Services as needed for their effective delivery. Level Access will require its subcontractors to comply with the terms of this Agreement (including confidentiality obligations) and will remain solely responsible for the obligations performed by, and the acts or omissions of, any subcontractor. If Level Access subcontracts any portion of the Services hereunder the following shall apply:

- Upon request, Level Access will identify the subcontractors in writing prior to the start of any work.







- Level Access shall require any approved subcontractor having access to Confidential Information to agree to protect the confidentiality of such Confidential Information in a manner consistent with the obligations of confidentiality under this Agreement.
- Level Access will perform thorough due diligence on any proposed subcontractor and ongoing due diligence with respect to the sub-contractor to ensure compliance with the applicable terms of this Agreement. Such due diligence may include site visits, financial research and other investigations deemed appropriate in the sole discretion of Level Access.
- Level Access will cause the subcontractor to enter into any required organization specific contracting requirements as defined in and governed by the Flow Down Policies section of this Agreement.
- Level Access will remain your sole point of contact regarding the Services.

Nothing in this Agreement shall be construed to create any contractual relationship between you and any of Level Access's subcontractors or any obligation on your part to pay any money due any such subcontractors.

## **2.5 Removal of Personnel**

Upon your request Level Access shall remove any Level Access personnel or subcontractor personnel performing Services under this Agreement and replace such personnel as soon as practicable with replacement personnel acceptable to You. If a change would cause a change in Level Access's pricing for Services, Level Access will notify you and obtain your written consent to the price change before replacing the relevant personnel or subcontractor.

## **2.6 Employment Status**

Level Access shall be solely responsible for the provision of benefits and the payment of compensation of personnel assigned to perform Services hereunder. You shall not be responsible for payment of wages, compensation, benefits, worker's compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Level Access personnel or subcontractor personnel, and such responsibility shall be solely that of Level Access.

## **2.7 Free Trial**

From time to time Level Access may provide free access to a Service on a trial basis, free of charge, until the earlier of (a) the end of the free trial period as provided by Level Access or (b) the start date of your paid Subscription Term, as set forth on the applicable Order Form. Additional trial terms and conditions may appear on the trial registration web page or form or be communicated to you in electronic media as part of the trial. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

## **2.8 Beta Services**

From time to time, Level Access may invite you to try Beta Services at no charge. You may accept or decline any such trial at your sole discretion. Beta Services will be clearly designated





as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Level Access's warranties and indemnification provisions provided in this Agreement do not apply to Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of three months from the trial start date or the date that a version of the Beta Services becomes generally available; provided that Level Access may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Level Access will have no liability for any harm or damage arising out of or in connection with a Beta Service.

### 3 Subscription Services

#### 3.1 Service Types

Level Access Subscription Services are provided in the following base editions:

- **Project Edition** – A paid edition which provides full access to the Service for the scope of use of a specific project, asset or other readily definable scope of use for any number of named users for the Subscription Term.
- **Enterprise Edition** – A paid edition which provides full access to the Service for any number of named users in a single organization and its affiliates for the Subscription Term.

In addition to the paid editions listed above, Level Access also provides unpaid access to Services for User(s) that solely need to view specific Level Access Content and Customer Data in the Service ("Viewer Account(s)"). These Viewer Accounts are meant to provide access solely to view specific pieces of Customer Data created in the system. These commonly provide access to view reports that are created by Users with a current, up-to-date subscription to the relevant Subscription Service. While the Viewer Account will remain active, when the subscription of the paid edition user that owns or has created such Customer Data in the Service lapses this material will no longer be viewable by the Viewer Accounts.

Your subscription allows you to use the Service features for the Service Edition you subscribed for, described in the relevant Order Form. If you use features for a different Edition, Level Access may require you to upgrade to the applicable Edition.

#### 3.2 License Grant

Level Access hereby grants you a non-exclusive, non-transferable, worldwide right to use the Services for which you subscribe, solely for your own internal business purposes, during the Subscription Term and subject to the other terms and conditions of this Agreement and the applicable Order Form. All rights not expressly granted to you are reserved by Level Access and its licensors.







### **3.3 Subscription Changes**

Subscriptions for additional Services may be added during the subscription term at the same pricing as the base subscription pricing, prorated for the remaining portion of the Subscription Term. Unless otherwise specified in the Order Form, any added subscriptions will terminate on the same date as the underlying base subscriptions.

### **3.4 Open Source Notice**

Level Access may distribute third party open source software programs with the Subscription Services either incorporated into the Subscription Services or provided separately. These third-party programs are subject to their own additional license terms, none of which require notice, attribution, payment, disclosure or license back of any Customer Data. A list of open source software programs delivered with the Services is available on request from Level Access.

## **4 Level Access Responsibilities**

### **4.1 Provision of Subscription Services.**

For paid editions of the Services, Level Access will (a) make the Subscription Services available to you pursuant to this Agreement and the applicable Order Form(s), (b) provide standard support for the Subscription Services to you at no additional charge and (c) use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for: (i) planned downtime of which Level Access shall provide at least 8 hours electronic notice and which Level Access shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time, and (ii) any unavailability caused by circumstances beyond Level Access's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.

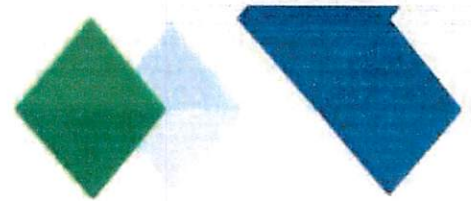
### **4.2 Protection of Your Customer Data.**

Level Access will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Policies section of this Agreement. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by Level Access personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law or (c) as you expressly permit in writing.

### **4.3 Internet Delays.**

Level Access's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Level Access is not responsible for any delays, delivery failures, or other damage resulting from such problems.





#### **4.4 Insurance**

During the term of the Agreement, Level Access shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage:

- Workers' compensation insurance in accordance with all applicable federal, state and local statutory requirements;
- Automobile liability insurance (including bodily injury and property damage coverage) for all owned, non-owned and hired vehicles, with a combined single limit of \$1,000,000 per person and per accident or the minimum limit required by law, whichever limit is greater;
- Commercial general liability insurance (including premises, operations, independent contractors, products/completed operations, personal injury, advertising injury, and liability assumed under an insured contract) on an occurrence basis with minimum single limit coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit;
- Professional errors and omissions liability insurance with a limit of \$5,000,000 per event and \$5,000,000 aggregate and an excess errors and omissions policy of \$5,000,000 which brings the E&O policy in full to \$10,000,000, covering liability arising from negligent delivery of professional services;
- Employee dishonesty insurance (including blanket coverage for employee dishonesty and computer fraud or for loss or damage arising out of or in connection with any fraudulent or dishonest act committed by Seller Personnel, acting alone or in collusion with others) with minimum single limit coverage event of \$1,000,000 per claim; and
- Excess or umbrella insurance with limits of \$4,000,000 per occurrence in excess of the limits specified above for employers' liability, automobile liability, and commercial general liability insurance.

Upon request, and as is reasonable given the total scope of the work under this Agreement, Level Access will name you as an additional insured to Level Access's commercial general liability, automotive liability, and excess / umbrella insurance and as a loss payee on Seller's employee dishonest and errors and omissions insurance. In such instance, Level Access will furnish to you a certificate showing compliance with these insurance requirements within 30 days of receipt of your written request. Further, Level Access will provide You with no less than 30 days' prior written notice of any termination or reduction in the amount or scope of coverage.

## **5 Your Responsibilities**

### **5.1 Appropriate Use of Services.**

You will (a) be responsible for your Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which you acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Level Access Content, and notify Level Access promptly of any such unauthorized access or use, (d) use Services and Level Access Content only in accordance with this Agreement, the Order Form, Documentation and applicable laws and government







regulations and (e) ensure payment for the Services in accordance with the terms of the section of this Agreement titled Billing, Payments and Fees for Subscription Services.

## **5.2 License and Use Restrictions**

Services and Level Access Content are subject to usage limits, including, for example, the scope of use specified in the Service Types section of this document or terms provided in a relevant Order Form. Unless otherwise specified, (i) a quantity in an Order Form refers to Editions of the Services, (ii) the Services or Level Access Content may not be accessed more broadly than the defined scope of use and (iii) a single User's password may not be shared with any other individual.

In addition, you may not:

1. Access the Services if you are a direct competitor of Level Access except with Level Access's prior written consent.
2. Access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
3. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party a Service, the Level Access Content or Level Access Technology in any way;
4. Modify, copy or make derivative works based upon a Service, Level Access Content or Level Access Technology or any part, feature, function or user interface thereof except as explicitly provided in this Agreement;
5. Create Internet links or frame or mirror any Service, Level Access Content or Level Access Technology on any other server or wireless or Internet-based device;
6. Reverse engineer or access the Services in order to (A) build a competitive product or service, (B) build a product using similar ideas, features, functions or graphics of a Service, or (C) copy any ideas, features, functions or graphics of a Service;
7. Modify, translate, decompile or disassemble a Service or Level Access Technology, except and solely to the extent an applicable statute expressly and specifically prohibits such restrictions;
8. Remove any proprietary notices or labels on or in any Services, Level Access Content or Level Access Technology;
9. Use a Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
10. Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
11. Use a Service to store or transmit Malicious Code;
12. Permit direct or indirect access to or use of any Service or Level Access Content in a way that circumvents a contractual usage limit or the terms of this agreement;
13. Interfere with or disrupt the integrity or performance of a Service or the data contained therein; or
14. Attempt to gain unauthorized access to a Service or its related systems or networks.

Users must not share their log-in names or passwords ("Credentials") with any third party, must maintain the confidentiality of all passwords, and may not attempt to use or facilitate use of any







Credentials beyond the privileges authorized for them. You are responsible and liable for all activity conducted through the Credentials of your Users. You will immediately notify Level Access of any unauthorized use of Credentials, or any other breach of security related to the Service, of which you become aware. Level Access may change the password to your and your Users' account(s) if Level Access believes it is no longer secure.

### **5.3 Level Access Content Use**

EXCEPT AS EXPLICITLY PROVIDED FOR AS PART OF ENTERPRISE EDITION SUBSCRIPTIONS, DESCRIBED IMMEDIATELY BELOW, YOU MAY NOT COPY ANY OF THE LEVEL ACCESS CONTENT FROM WITHIN THE SERVICES FOR DISTRIBUTION OUTSIDE OF THE SERVICES. THIS INCLUDES WITHOUT LIMITATION COPYING ANY PORTION OF THE LEVEL ACCESS CONTENT, INCLUDING BEST PRACTICES, TRAINING CONTENT AND METHODOLOGY CONTENT INTO AN ELECTRONIC DOCUMENT, E-MAIL, INSTANT MESSAGE OR ANY ELECTRONICALLY DISSEMINABLE MEDIUM OR FORM. If you don't have an Enterprise Edition subscription and you copy Level Access Content, you will be deemed to have consented to purchase or upgrade to an Enterprise Edition subscription at the pricing then in effect. Level Access will invoice you for the additional fees due, pro-rated for the remaining period in your Subscription Term if applicable. You agree to pay such fees in accordance with Section 8.

### **5.4 Level Access Content Use Rights for Enterprise Edition**

If you have an Enterprise Edition subscription you have the right to use and distribute the Level Access Content related to Services throughout your organization and to your Affiliates. This provides the ability to make copies of the Level Access Content for internal use and use Level Access Content from the Service outside of the Services while maintaining its distribution solely within your organization and its Affiliates. The Level Access Content can be deployed in your systems including, but not limited to, requirements documents, requirements systems, feature and defect training systems, learning management systems, training manuals, reference manuals and other, related, enterprise systems and documents.

UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT OR EXPIRATION OF THE RELEVANT ENTERPRISE EDITION SUBSCRIPTION YOU AGREE TO RETURN TO LEVEL ACCESS ALL COPIES OF THE LEVEL ACCESS CONTENT YOU HAVE MADE, DELETE THE LEVEL ACCESS CONTENT FROM ALL SYSTEMS TO WHICH IT HAS BEEN COPIED OR INSTALLED, AND PROVIDE A CERTIFICATION THAT THE LEVEL ACCESS CONTENT HAS BEEN REMOVED AND IS NO LONGER IN USE.

### **5.5 Audit Right**

Level Access may, at its expense and not more frequently than annually, audit your use of the Services, and you agree to reasonably cooperate with respect to any such audit. Any such audit shall be conducted with at least 30 days' notice, during regular business hours at your facilities and shall not unreasonably interfere with your business. If the audit indicates a discrepancy in the fees payable to Level Access greater than 5% of the amount paid by you for the period







audited, you shall pay Level Access's ~~reasonable expenses of the audit in addition to any other~~ amounts due.

## **6 Representations, Warranties, Remedies and Disclaimers**

### **6.1 General Warranties.**

Each party represents and warrants that: (i) it has the full right, power and authority to enter into and fully perform this Agreement; (ii) the person signing this Agreement on its behalf is a duly authorized representative of such party who has in fact been authorized to execute this Agreement; (iii) its entry herein does not violate any other agreement by which it is bound; and (iv) it is a legal entity in good standing in the jurisdiction of its formation and shall continuously remain in good standing during the term of this Agreement.

You represent and warrant that you have not falsely identified yourself or provided any false information to gain access to the Services and that your billing information is correct.

### **6.2 Services Warranty**

Level Access warrants that the Services will perform substantially in accordance with the Documentation accompanying the Service. Level Access is not obligated to correct errors caused by unauthorized modification to a Service, by using a Service other than as described in the Documentation, by non-Level Access software, or by combining a Service with any hardware or software not authorized by Level Access in writing.

Level Access represents and warrants to the best of its knowledge that the Services will be free of Malicious Code.

Level Access represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with the Order Form and Documentation under normal use and circumstances.

All Level Access personnel that directly participate in the delivery of Services shall be sufficiently and appropriately licensed, qualified and trained as required by any applicable laws and generally accepted industry standards to provide the Services and meet the other requirements of this Agreement and each Order Form.

### **6.3 Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES, ALL LEVEL ACCESS CONTENT AND ALL LEVEL ACCESS TECHNOLOGY ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LEVEL ACCESS AND ITS LICENSORS,







INCLUDING USE OF THE SOFTWARE IN COMMON CARRIERS, CRITICAL SAFETY SYSTEMS OR NUCLEAR FACILITIES, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

#### **6.4 Beta and Free Trial Disclaimer of Warranties**

FREE TRIAL AND BETA SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU DURING YOUR FREE TRIAL OR USE OF BETA SERVICES WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA BEFORE THE END OF THE TRIAL OR BETA PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL OR BETA PERIOD TO A SERVICE THAT WOULD BE A DOWNGRADE (E.G., FROM ENTERPRISE EDITION TO PROJECT EDITION). IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE, IF LEVEL ACCESS CLOSES A BETA SERVICE WITHOUT RELEASING A COMMERCIAL EDITION OR IF YOU DON'T SUBSCRIBE FOR THAT EDITION, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL OR BETA PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

#### **6.5 Limitations of Liability**

IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR LICENSEES (COLLECTIVELY "AGENTS") BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY LEVEL ACCESS CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE LEVEL ACCESS CONTENT (REGARDLESS OF CAUSE), EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

*Level Access'*

EXCEPT FOR ~~EACH PARTY'S~~ INDEMNIFICATION OBLIGATIONS AND CLAIMS ARISING FROM BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AGENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF \$100 AND THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

## **7 Confidentiality**







### 7.1 Confidential Information

Subject to the limitations set forth in Section 7.2, all information disclosed by one party to the other party during the term of this Agreement, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information".

*and subject to all requirements of Florida's Public Records Laws (Chapter 119, Florida Statutes),*

### 7.2 Exceptions

Confidential Information shall not include information which: (a) is part of the public domain at the time of disclosure; (b) becomes a part of the public domain through no fault of the receiving party or persons or entities to whom the receiving party has disclosed, transferred or permitted access to such information; (c) becomes available to the receiving party on a non-confidential basis from a source legally entitled to share the information without confidential treatment; (d) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (e) is released from the confidentiality obligations herein by written consent of the disclosing party.

### 7.3 Nondisclosure

Each party covenants that during the term of this Agreement and for a period of three years following termination of this Agreement (and indefinitely as to trade secrets of the disclosing party), it will not disclose any Confidential Information of the other party to any person or entity except: (a) to agents of the receiving party who have a need to know such information, who have been informed of the receiving party's confidentiality obligations under this Agreement and who are subject to confidentiality agreements with the receiving party at least as protective of the disclosing party's Confidential Information as this Agreement, or (b) pursuant to the terms of a valid and effective subpoena or court order, provided that the receiving party immediately notifies the disclosing party (to the extent permitted) of the existence, terms and circumstances surrounding such a request so that the disclosing party may seek appropriate protective action. Neither party may use the other party's Confidential Information in any directly competitive manner or for any purpose other than to exercise its rights and comply with its obligations under this Agreement.

### 7.4 Return

On the disclosing party's request, the receiving party must return or destroy on demand all Confidential Information of the disclosing party which has been supplied to or acquired by the receiving party; provided that Confidential Information stored in system-type media, such as for example system caches and email backup tapes, need not be returned or destroyed, so long as the media: (a) are maintained in confidence; and (b) are periodically overwritten or otherwise destroyed in the ordinary course of business.

### 7.5 Notice of Immunity from Liability

In accordance with the US Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), a person is immune from any criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local





government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding.

#### **7.6 Customer Disclosure**

Level Access may identify you as a user of the Services and use your name and logo in Level Access's customer list, press releases, blog posts, advertisements, and website.

## **8 Policies**

### **8.1 Policy Overview**

Level Access maintains a variety of policies and programs that govern the organization's operational implementation of key data handling and security requirements. This Agreement incorporates each of the following policies:

- **Security Policy** – Level Access's physical and information security policy.
- **Business Continuity and Disaster Recovery Plan** – Level Access's business continuity and disaster recovery plan.
- **Privacy Policy** – Level Access's policy covering the collection, use and disclosure of personally identifiable information.

### **8.2 Policy Conflict**

In the event of a conflict between any policy and this Agreement, this Agreement shall govern.

### **8.3 Policy Updates**

Level Access's policies are reviewed, updated, and validated on a quarterly basis. More frequent updates occur on an as-needed basis in response to any key changes in the information technology environment that must be addressed to ensure the robustness of any given policy. All changes are reviewed and approved by both the relevant staff members owning the policy and senior management, including the office of the CEO.

### **8.4 Policy Request**

All policies referenced in this Agreement are available on request from Level Access. You agree that all policies are to be treated as confidential information as defined in the Confidential Information section of this agreement and handled accordingly.

## **9 Billing, Payments and Fees**

### **9.1 Services Payments**

Level Access will bill you and you agree to pay all fees for the Services in accordance with each Order Form. Except as otherwise provided on an Order Form, all fees are due within 30 days of







Level Access's invoice and all indicated prices are annual prices. If there is a conflict in terms between this Agreement and a Level Access invoice or any purchase order submitted by Customer, this Agreement shall control. Any additional or different terms in invoices, acknowledgment forms, purchase orders, or other communications, are deemed material, are objected to, and rejected by the parties. If you believe your bill is incorrect, you must contact Level Access in writing within 30 days of the date of the applicable invoice to be eligible to receive an adjustment or credit.

## **9.2 Renewal**

Level Access will ~~automatically~~ renew your subscription and ~~bill your credit card or~~ issue an invoice to you prior to the expiration of your Subscription Term or as otherwise mutually agreed to in your Order Form. The renewal charge will be based on the then current price for your edition of the Service and the relevant number of total User subscriptions times the subscription fee then currently in effect.

## **9.3 Taxes**

Level Access's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"), and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Level Access's income, property and employees. You are responsible for paying all Taxes associated with your orders hereunder. If Level Access pays or remits Taxes for which you are responsible, Level Access will invoice you and you will pay that amount unless you provide Level Access with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **9.4 Non-Payment and Suspension.**

In addition to any other rights granted to Level Access herein, Level Access reserves the right to suspend or terminate this Agreement and your access to any Service if your account becomes delinquent. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, ~~plus all expenses of collection.~~ You will continue to be charged for all agreed to Services during any period of suspension. If you or Level Access initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the terms of the section of this Agreement titled Billing, Payments and Fees for Subscription Services.

Level Access reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to a Service.

## **9.5 Future Functionality**

Unless explicitly provided for in the Order Form you agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Level Access regarding future functionality or features.

# **10 Term and Termination**





### **10.1 Term of Agreement**

This Agreement commences as of the Effective Date and will continue until terminated.

### **10.2 Termination**

#### **10.2.1 Nonrenewal**

Either party may terminate this Agreement on notice to the other (a) at least 30 days prior to an applicable Subscription Term renewal date, or (b) at any time if no Service subscriptions are active. For unpaid use of a Subscription Service, such as that provided by a Viewer Account, the term is indefinite and may be terminated at any time in Level Access's sole discretion.

#### **10.2.2 Termination for Cause**

Either party may terminate this Agreement immediately by written notice if the other party: (1) commits a non-remediable material breach; (2) commits a remediable breach (including nonpayment) that is not remedied following 30 days' notice by the non-breaching party; (3) ceases operation without a successor; or (4) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

### **10.3 Effect of Termination**

Immediately on termination of the Agreement you must stop using all Services and pay any outstanding fees owed to Level Access. Level Access will not refund any prepaid Subscription fees.

Within 30 days following termination (other than by reason of your breach), Level Access will make available to you a file of Customer Data if you so request at the time of termination. You agree and acknowledge that Level Access has no obligation to retain the Customer Data, and may delete such Customer Data following 30 days after termination.

Upon termination of the Agreement Level Access will deliver to you all in-process undisputed Work for Hire.

### **10.4 Surviving Provisions.**

The provisions of this Agreement which, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

## **11 Mutual Indemnification**







### 11.1 Indemnification by Level Access

Level Access at its own expense will defend, indemnify and hold you, your affiliates, successors, assigns, members, shareholders, officers, directors and agents ("Related Parties") harmless from and against all liabilities, obligations, losses, damages, fines, judgments, settlements, charges, interest, expenses (including reasonable attorneys' and accountants' fees and disbursements) and costs (collectively, "Expenses") arising from claims, demands, suits, actions or proceedings made or brought by Third Parties (collectively, "Claims") alleging infringement by the Services of the Third Party's Intellectual Property Rights. "Third Party" means a party other than Level Access or you, as applicable, and each of their Related Parties.

### ~~11.2 Indemnification by You~~ *Intentionally Deleted.*

~~You, at your own expense, will defend, indemnify and hold Level Access and its Related Parties harmless against any Expenses arising out of Claims alleging that Customer Data, or your use of any Service or Level Access Content, infringes or misappropriates such third party's intellectual property rights or violates applicable law.~~

### 11.3 Indemnification Procedure

Promptly after a party seeking indemnification obtains knowledge of the existence or commencement of a Claim, the party to be indemnified will notify the other party of the Claim in writing; provided however, that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense is materially prejudiced by failure to give notice. The indemnifying party will assume the defense and settlement of the Claim with counsel reasonably satisfactory to the indemnified party at the indemnifying party's risk and expense; provided, however, the indemnified party (a) may join in the defense and settlement of the Claim and employ counsel at its own expense, and (b) will reasonably cooperate with the indemnifying party in the defense and settlement of the Claim. The indemnifying party may not settle any Claim without the indemnified party's written consent unless the settlement (x) includes a release of all covered claims pending against the indemnified party; (y) contains no admission of liability or wrongdoing by the indemnified party; and (z) imposes no obligations upon the indemnified party other than an obligation to stop using any infringing items.

### 11.4 Exclusive Remedy

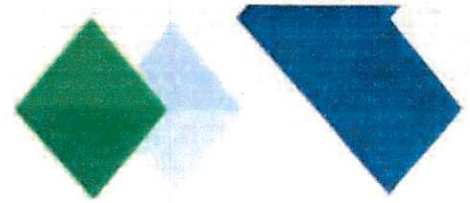
This section, titled ~~Mutual~~ Indemnification, states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

## 12 Definitions

As used in this Agreement and in any related documents:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.





*"Beta Services" means Level Access Services that are not generally available to customers;*

*"Customer Data" means any data, information or material provided or submitted by you to a Level Access Service in the course of using the Service;*

*"Documentation" means Level Access online user guides, documentation, and help and training materials, as updated from time to time, accessible via an Level Access Service;*

*"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;*

*"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.*

*"Order Form" means an ordering document specifying the Services to be provided hereunder that has been executed by you and Level Access, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms can include mutually executed Statements of Work (SOWs), invoices documents, quotes or Purchase Orders.*

*"Level Access Content" means the text, audio and visual information, documents, reference manuals, best practices, standards, training materials, training slides, solutions documents, products and services contained or made available to you in the course of using any Service;*

*"Level Access Technology" means all of Level Access's proprietary technology including without limitation Services, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to you by Level Access in providing the Services;*

*"Services" is defined in the heading of this Agreement.*

*"Subscription Service(s)" means the any of the Services you subscribe to or access via a user account including, without limitation, AMP (Accessibility Management Platform, Access University, Access Analytics, Access Advisor, or another Level Access service you have been provided access to.*

*"Subscription Term(s)" means the period(s) during which you are authorized to use a Service as a paid user. The Subscription Term will be defined on each Order Form. If the Order Form does not define the Subscription Term, it shall be for three years beginning with the Effective Date of the Order Form.;*







*"User(s)" means an individual authorized to use the Service. This includes your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you or by Level Access at your request.*

*"Viewer Account" means a User account that has access to view content – typically a report - in a Service that was created by a User with an up-to-date Subscription Service.*

*"Work Product" is defined in Section 2.1.*

## 13 General Provisions

### 13.1 Non-solicitation.

During the Term of this Agreement and for a period of one year after the expiration or termination of this Agreement neither party shall, without the other party's prior written consent, actively recruit or employ any individual ("Hiring Event") who is regularly performing work under this Agreement. ~~In the event of a breach of this covenant the party that triggered the Hiring Event shall pay the other party the equivalent of one year of the on-target earnings of the subject employee as negotiated by the triggering party. On-target earnings shall be calculated to include the annual base salary and the annual cash value of any incentive or bonus plans for the employee at 100% or full achievement of the relevant goals. On-target earnings shall not include the value of any stock, stock options, other secondary financial instruments or any benefits provided to the subject employee.~~

In the event of dissolution or cessation of the business of either party or if either party is in material default of this Agreement, such party waives all rights in this section and the other party may actively recruit and employ such party's employees without penalty or obligation under this section.

Notwithstanding the foregoing, neither party is prohibited from employing an individual who applies for a position in response to a public posting, employment advertisement or other general solicitation of employment, or whose resume is posted by the individual to an employment web site that is searchable by such party.

### 13.2 Export Regulations.

All Service and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

### 13.3 Anti-Corruption.

You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Level Access employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate





the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify Level Access's Contracting Department through your Level Access account manager.

#### **13.4 U.S. Government Restricted Rights.**

If Services under this agreement, including related software and technology, are for ultimate U.S. Federal government end use they are provided solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Level Access to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

*SEE APPENDUM ATTACHED  
HERETO AND INCORPORATED  
HEREIN BY REFERENCE.*

#### **13.5 Relationship of the Parties.**

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

#### **13.6 Construction.**

This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

#### **13.7 Integration; Enforcement of Rights.**

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

#### **13.8 Modification of Agreement.**

No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.







### **13.9 Severability.**

If one or more provisions of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be enforced to the maximum extent permitted by applicable law.

### **13.10 Headings.**

Headings contained in this Agreement are for convenience of reference only and do not form part of this Agreement. A word importing the singular includes the plural and vice versa. Gendered pronouns are used for convenience and are intended to refer the masculine or feminine, as applicable.

### **13.11 Assignment.**

This Agreement is personal to you and may not be assigned, whether by operation of law or otherwise, except that either party may assign this Agreement to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party or an applicable business unit. Any other purported assignment shall be void.

### **13.12 Notices.**

Every notice or other communication required or contemplated by this Agreement by either party shall be delivered to the other party at the address in the signature block of the Order Form by: (a) personal delivery; (b) postage prepaid, return receipt requested, registered or certified mail; (c) internationally recognized express courier, such as Federal Express, UPS or DHL; or (d) facsimile or email with a confirmation copy sent simultaneously by postal mail. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given. A party may change its address by providing notice to the other party in accordance with this paragraph.

### **13.13 Governing Law.**

This Agreement shall be governed by and construed in accordance with laws of the ~~Commonwealth of Virginia~~ **State of Florida** notwithstanding any choice-of-law principle that might dictate a different jurisdiction's governing law. Any legal action or proceeding with respect to this Agreement shall be brought in the federal or state courts in ~~Fairfax County, Virginia~~ **Miami-Dade County, FLORIDA**, and, by execution and delivery of this Agreement, the parties accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.





**13.14 Attorney Fees.**

In the event of any action, suit or proceeding related to this Agreement, the prevailing party, in addition to its rights and remedies otherwise available, shall be entitled to receive reimbursement of reasonable attorney's fees and expenses and court costs.

**13.15 Counterparts.**

This Agreement may be accepted electronically or executed by written or electronic signature and delivered in multiple counterparts, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement.

**13.16 Electronic Signatures.**

If electronic signature services are used to sign this Agreement or any Order Form, Level Access and you intend to be bound by their electronic signatures and such electronic signatures shall have the same legal effect as if manually affixed to a paper version of the agreement. The use of e-signatures is not required.

**13.17 Conflict**

In the event of a conflict between this agreement and any Order Form this Agreement shall govern unless the Order Form specifically overrides Agreement terms.







In Witness Whereof, the parties have executed this Master Services Agreement as of the Effective Date.

| Level Access                                           | Town of Surfside   |
|--------------------------------------------------------|--------------------|
|                                                        |                    |
| <b>(Signature)</b>                                     | <b>(Signature)</b> |
| Victoria Barnes                                        |                    |
| <b>(Name)</b>                                          | <b>(Name)</b>      |
| Account Manager                                        |                    |
| <b>(Title)</b>                                         | <b>(Title)</b>     |
|                                                        |                    |
| <b>(Date)</b>                                          | <b>(Date)</b>      |
| 1600 Spring Hill Road<br>Suite 400<br>Vienna, VA 22182 |                    |
| <b>(Address)</b>                                       | <b>(Address)</b>   |



**ADDENDUM TO MASTER SERVICES AGREEMENT  
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND  
LEVEL ACCESS, INC.**

**THIS ADDENDUM TO MASTER SERVICES AGREEMENT** ("Addendum") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Town") and **LEVEL ACCESS, INC.**, a Delaware corporation (hereinafter referred to as "Level Access").

**WITNESSETH:**

**WHEREAS**, the Town and Level Access wish to enter into that certain Master Services Agreement, and this Addendum, for the purpose of Level Access providing an Acceleration Package that includes software for monitoring and remediating issues with online demand consulting and training services in connection with the ADA Compliance of for the Town's website (hereinafter, the "Agreement"); and

**WHEREAS**, the Town and Level Access desire to add to and amend certain provisions of the Agreement as hereinafter provided.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Level Access desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Insurance.** In addition to the minimum insurance coverage provided in Section 4.4 of the Agreement, the following insurance provisions are added to the Agreement:
  - 4.1. Cyber Liability Insurance with minimum limits of \$2,000,000 per Occurrence.
  - 4.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. Level Access shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by



the Town. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

4.3. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of Level Access in performance of the Agreement. Level Access 's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Level Access 's insurance.

4.4. The provisions of this section shall survive termination of the Agreement.

5. **Indemnification.** Section 11 of the Agreement is expressly amended to delete any indemnification obligation on the part of the Town, including deletion of section 11.2 thereof. Nothing in the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes.

6. **Notices/Authorized Representatives.** The following provision is added to the Agreement: Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:           Town of Surfside  
                                  Town Manager  
                                  9293 Harding Avenue  
                                  Surfside, Florida 33154

With a copy to:        Town Attorney  
                                  Town of Surfside  
                                  9293 Harding Avenue  
                                  Surfside, Florida 33154

For Level Access :    Level Access, Inc.  
                                  Attention: \_\_\_\_\_  
                                  1600 Spring Hill Road  
                                  Suite 400  
                                  Vienna, Virginia 22182

7. **Ownership and Access to Records; Public Records.** The following provision is added to the Agreement: Notwithstanding anything to the contrary in the Agreement, the Agreement

and all work, deliverables and services provided by Level Access are subject to Florida's Public Records Law (Chapter 119, Florida Statutes), including but not limited to the following:

- 7.1. All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from Level Access providing the Services to the Town under the Agreement shall be the property of the Town.
- 7.2. Level Access agrees to keep and maintain public records in Level Access's possession or control in connection with Level Access's performance under the Agreement. Level Access additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Level Access shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 7.3. Upon request from the Town custodian of public records, Level Access shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 7.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Level Access shall be delivered by the Level Access to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Level Access shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Level Access shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 7.6. Any compensation due to Level Access shall be withheld until all records are received as provided herein.
- 7.7. Level Access's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

**Section 119.0701(2)(a), Florida Statutes**

**IF LEVEL ACCESS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEVEL ACCESS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**



**Custodian of Records:** SANDRA NOVOA, MMC,  
TOWN CLERK

**Mailing address:** 9293 Harding Avenue  
Surfside, Florida 33154

**Telephone number:** 305-887-9541

**Email:** [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)

8. **Compliance with Laws.** Level Access shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under the Agreement.
9. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

**TOWN:**

**TOWN OF SURFSIDE, FLORIDA**, a Florida  
municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY:**

\_\_\_\_\_  
Town Attorney

**Level Access:**

**LEVEL ACCESS, INC.**, a Delaware  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_