



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/20/2024

Contract/Agreement Vendor: Hot Coffee Designs, LLC, John Coffey
Name of Vendor & Contact Person
coffey@hotcoffeydesign.com
Vendor Email Address
web design
Describe Contract (Technology, program, consultant-prof Development, etc.)
Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.
athletics
Reason/Audience to benefit
6/3/2024
BOE Date
\$ 3,000.00
Amount of agreement

Person Submitting Contract/Agreement for Review: Dr. Dustin Smith

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK
Principal &/or Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin: [Signature]

Leadership Team Member: [Signature]

Funding Source: 61/803 61.803.2560.530.000.0000.000.003
Fund/Project OCAS Coding

☒ **Consent**
☐ **Action**
Discussion, motion and vote on to approve or disapprove a NEW contract between Hot Coffey Designs, LLC and Broken Arrow Public Schools for providing web design and development for Broken Arrow Athletics E-commerce website on a WordPress platform. D. Smith
The cost of web design services are quoted at \$250/month for a total of \$3000.00 and will be paid from general fund The dates of services will be July 1, 2024 to June 30th, 2025.

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Mr. Chuck Perry

From: Dr. Dustin Smith

Date: 5/20/2024

Re: Hot Coffey Design, LLC: Consent Agenda

SUBJECT

Discussion, motion and vote on to approve or disapprove a NEW contract between Hot Coffey Designs, LLC and Broken Arrow Public Schools for providing web design and development for Broken Arrow Athletics E-commerce website on a WordPress platform. D. Smith

ENCLOSURES/ATTACHMENTS

Contract agreement

SUMMARY

The cost of web design services are quoted at \$250/month for a total of \$3000.00 and will be paid from general fund The dates of services will be July 1, 2024 to June 30th, 2025.

FUNDING

61.803.2560.530.000.0000.000.003

RECOMMENDATION

Approve

WEBSITE HOSTING AND MAINTENANCE



WEBSITE HOSTING AND MAINTENANCE

PREPARED DATE: 5/17/2024

PREPARED BY:

John Coffey
12810 S. Memorial Dr.
Unit 306
Bixby, OK 74008

PREPARED FOR:

Broken Arrow Athletics

NewTek Web Consultants
DBA: Hot Coffey Design
(Consultant)

Broken Arrow Athletics
(Customer)

Services	Price
Hosting and Maintenance	\$250/Month
- Athletics package <ul style="list-style-type: none">• Server and website maintenance• Night backups• Emergency 24/7 availability• Secured Hosting• Direct call service / 24 turn time*• Eight (8) hours of changes• Two (2) hours of graphic design changes/updates• Vimeo video hosting	
July 1, 2024 - June 30, 2025 (12 months)	
*Turn time may change with larger projects or changes, to be discussed with BA prior to changes being made	
TOTAL	\$3,000

Financial Terms:

- Payment will be made on or around July 15th, 2024.

Terms and Conditions

In no event will Consultant, its members, agents or employees, be liable for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising from the use of customer web sites, customer products or external links and affiliate sites. Customer agrees to indemnify and hold harmless Hot Coffey Design, LLC, its owners, employees and its agents, from any damages claimed as a result of information, resources, products or services, or third-party links obtained for the Website. Consultant does not warrant the content, condition or functionality of any third-party website, content, information, process or security. Consultant's products and services are provided "as is" without warranty of any kind, either expressed or implied unless otherwise stated. In no event shall Hot Coffey Design, L.L.C. or any of its owners, employees and its agents be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses arising out of the use of or inability to use our products, services, code or advice.

This contract is to address website hosting, server maintenance, and website maintenance. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the Services are completed and delivered or this Agreement is terminated as provided herein. Except as otherwise provided in this Agreement, the obligations of the Consultant and Customer will end upon the termination of this Agreement.

Confidentiality:

WEBSITE HOSTING AND MAINTENANCE



Each party acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, e-mail lists, visitor lists, and other information designated by a party as confidential or proprietary, or any database to be used for the purposes of distributing information to the Advertiser's members.

Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement. Without limiting the generality of the foregoing,

Each party shall use the same degree of care in the safeguarding the other's party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event, shall it use less than due diligence and reasonable care. Neither party shall alter or remove from any Confidential Information of the other party any valid proprietary, copyright, trademark or trade secret legend.

Thank you for your business, all sales are final. We look forward to working with you to help meet your website objectives. For questions regarding services, billing or questions, please contact the Hot Coffey Design at 918.928.7932 or email coffey@hotcoffeydesign.com

This Contract and the terms herein are collectively referred to as the "Agreement".

NewTek Web Consultants

Broken Arrow Athletics

DBA: Hot Coffey Design, LLC

Signature: _____

Signature: _____

Date: _____

5-17-24

Date: _____