

**BOARD OF TRUSTEES  
AGENDA**

<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Regular</b>	<input type="checkbox"/>	<b>Special</b>
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(A)  **Report Only**  **Recognition**

**Presenter(s):**

**Briefly describe the subject of the report or recognition presentation.**

(B)  **Action Item**

**Presenter(s): GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS  
EDUARDO TREVINO, DEPUTY SUPERINTENDENT FOR DISTRICT OPERATIONS**

**Briefly describe the action required**

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE GATEKEEPER SYSTEMS INC. STUDENT PROTECTOR DEMO AGREEMENT.**

(C) **Funding source: Identify the source of funds if any are required.**

(D) **Clarification: Explain any question or issues that might be raised regarding this item.**

**GATEKEEPER SYSTEMS INC.**  
**STUDENT PROTECTOR DEMO AGREEMENT**

Eagle Pass ISD  
1420 Eidson Road  
Eagle Pass, TX 78852

Attention: Manuel Reyes, III

Mr. Reyes,

Gatekeeper Systems Inc. appreciates the opportunity to provide Eagle Pass ISD with a demo of the Student Protector Program. We are looking forward to working alongside you during this process and are committed to providing you with a partnership that you are confident in. Together we will be promoting the safety of the children in Eagle Pass ISD.

Gatekeeper Systems agrees to supply the following equipment for evaluation purposes to Eagle Pass ISD:

- (2) SP322 Pod with 4 cameras- 2 LPR and 2 overview
- (2) 508HD DVR with 320 GB HD, GPS and Driver Alert Button
- (1) 500 series download kit

**TERMS & CONDITIONS OF DEMO**

1) **DEMO TERMS**-.The terms for this demo are to be 60 days from date of installation of equipment at agreed upon site, on vehicle of choice at Eagle Pass ISD, located at 1420 Eidson Road, Eagle Pass, TX 78852. In the event Eagle Pass ISD requires additional time to evaluate the equipment Eagle Pass ISD agrees to request an extension to the demonstration period in writing to Gatekeeper Systems, Inc. Gatekeeper will in turn respond to the request in writing indicating the length of the extension.

2) **OWNERSHIP, LOCATION AND USE**. The equipment remains the property of Gatekeeper Systems Inc. and under no circumstances shall title pass to Eagle Pass ISD during the Term of this Demo Contract, except as expressly provided herein. The equipment shall be located and used at Eagle Pass ISD place of business as set forth herein and may not be moved without the prior written consent of Gatekeeper Systems Inc. Eagle Pass ISD warrants that the equipment is being used for demonstration purposes and will be used for business and commercial purposes only.

3) **EQUIPMENT TO REMAIN PERSONAL PROPERTY**. Gatekeeper Systems and Eagle Pass ISD hereby agree that the equipment shall always remain and be deemed personal or movable property even though the equipment hereafter becomes attached to a motorized vehicle or affixed to realty. Eagle Pass ISD shall not, without the prior written consent of Gatekeeper Systems, make any alterations, additions or improvements to the equipment. All such alterations, additions and improvements shall become part of the equipment and shall be the property of Gatekeeper Systems. Gatekeeper Systems shall have access to the equipment at all reasonable times for the purpose of inspecting or repairing the equipment.

4) **TERMINATION AND RENEWAL**. If Eagle Pass ISD chooses to return the equipment prior to the termination of this Contract but returns it incomplete, Eagle Pass ISD shall be fully liable to Gatekeeper Systems for the value of the unreturned components as determined by Gatekeeper Systems. Note: power cables, camera cables, and sensor cables are exempt and will not be required to be returned to Gatekeeper Systems. In the event that the equipment returned requires repair beyond reasonable wear and tear Eagle Pass ISD agrees to pay for the repair costs. Gatekeeper will invoice Eagle Pass ISD for any repair costs per this clause. In the event that the equipment is not returned to Gatekeeper at the end of the demo term, Gatekeeper will invoice Eagle Pass ISD for the equipment and Eagle Pass ISD agrees to pay the invoice.

5) **TRAINING**. Eagle Pass ISD recognizes the uniqueness and specialization of Gatekeeper Systems Inc. products, and acknowledges Gatekeeper Systems Inc. is responsible for conducting training. Gatekeeper Systems Inc. reserves the right to transfer the training duties to a third party provided the training objectives do not change. Gatekeeper Systems Inc. will make every effort to provide the

participant with all important knowledge during the training sessions, as per the training plan, and the current training documents. Gatekeeper Systems Inc. will conduct training on its own premises, on Eagle Pass ISD premises, or at another mutually agreed upon location. If training takes place on Eagle Pass ISD premises, Eagle Pass ISD will provide the infrastructure necessary for training especially desks, computers, access to Gatekeeper Systems Inc. product(s), and is responsible for providing access to Internet connections, as required.

6) ENTIRE AGREEMENT. This Contract contains the entire agreement between Gatekeeper Systems and Eagle Pass ISD and may not be modified except by a written agreement properly executed by Gatekeeper Systems and Eagle Pass ISD. Notwithstanding the foregoing, Eagle Pass ISD hereby authorizes Gatekeeper Systems, without further notice, to complete the description of the equipment including the quantity and serial numbers and other identification data when such is determined, to fill in any blank spaces on this demo contract, to date the Contract, and to make such other clerical modifications as may be required. This Contract shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

7) GOVERNING LAW. This Contract shall be interpreted and enforced in accordance with the laws of the state of Texas wherein the equipment is located. To the extent permitted by law or statute and to the extent the same extends to and relates to this Demo Contract, Eagle Pass ISD hereby waives the benefit of all provisions of any applicable statutes and regulations made thereunder in the state of Texas.

8) ADD-ON EQUIPMENT. Eagle Pass ISD and Gatekeeper Systems agree that additional equipment ("Add-On Equipment") may be demoed pursuant to this agreement. The agreement for such Add-On Equipment shall be subject to the terms and conditions of this Demo Contract except as specifically provided in writing. Any such writing, which may include a purchase order issued by Eagle Pass ISD for such Add-On Equipment, shall provide: (1) reference to this Demo Contract; (2) a description of the Add-On Equipment; (3) the Term of such Agreement.

9) FACSIMILE. Signature of Eagle Pass ISD and Gatekeeper Systems acknowledge that a facsimile of a signature shall be accepted as an original execution.

Eagle Pass ISD

Gatekeeper Systems Inc.

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Name (printed)

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Name (printed)

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Title

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Title

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Signature

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Signature

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Date