

**INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT**

**Omnia - The University of Nebraska Contract Number: 3544-21-4615**

This agreement (“the Agreement”) is hereby made this \_\_\_ day of \_\_\_\_\_, 2024, by the Costa Mesa Police Department (“Agency”) and Axon Enterprise, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties.”

WHEREAS, the Agency is desirous of having Axon provide products and services, as herein described; and

WHEREAS, Axon and Omnia Partners agreed to utilize The University of Nebraska Contract Number: 3544-21-4615 as for the Omnia Cooperative Contract (“Omnia Contract”) which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Omnia Contract to the Agency at the same prices in Omnia Contract; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Omnia Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Omnia Contract for the goods and services detailed in Quote Q-543431-45540.769AS (the “Quote”) attached hereto as Exhibit A.
2. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Omnia Contract, the terms and conditions of the Omnia Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with the Omnia Contract, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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