ORDINANCE NO. ~~2025-~~ 26-4591

ORDINANCE
Authorizing the Lease of Twelve (12) Multifunction Copier/Printer/Scanner Devices From GenesisOne, Northbrook, IL

WHEREAS, the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois (the "Village") have determined that the current copiers/printers/scanners utilized by the Village have reached the end of their respective life cycles and are in need of replacement, that the current lease with Canon, which is for ten (10) such devices at a cost of approximately $2,562.00 per month, expires in March, 2026, and therefore, the Village has solicited proposals for the lease of new updated multifunction equipment to replace the aging equipment, which equipment is essential for Village operations and will be used by various Village departments; and

WHEREAS, GenesisOne, 2942 McArthur Blvd., Northbrook, IL 60062 ("GenesisOne") has submitted a proposal to the Village in the form of an Agreement No. 3193633 between GenesisOne and the Village (the "proposal", or the "GenesisOne Proposal") which provides for the lease to the Village of twelve (12) multifunction devices, which includes seven (7) Kyocera Multifunction Copiers and five (5) HP Multifunction Devices, which proposal includes delivery, software, set-up and network installation of the respective equipment, user training, and a related service agreement with GenesisOne for the respective equipment, at a cost to the Village of $2,600.00 per month, as well as network support at a "time and material" rate of $300.00 per hour (1-hour minimum), for a period of sixty (60) months, a copy of which GenesisOne Proposal Agreement No. 3193633 is attached hereto as part of Group Exhibit A and thereby made a part hereof; and

WHEREAS, the Village has determined that GenesisOne is a responsible supplier qualified to deliver the specified equipment and perform in accordance with its proposal and the Village's specifications and that it is in the best interests of the Village and its residents that the Village enter into a lease agreement with GenesisOne for a period of sixty (60) months for the aforesaid twelve (12) multi-function devices identified in the Contract Documents, all at the prices set forth in the GenesisOne Proposal (Group Exhibit A); and

WHEREAS, the Corporate Authorities of the Village have the authority to approve such a lease pursuant to 65 ILCS 5/11-76.1-1; and

WHEREAS, the Corporate Authorities of the Village desire to award a contract to GenesisOne for the lease to the Village of the aforesaid twelve (12) multi-function devices identified in the GenesisOne proposal, including delivery, software, set-up and network installation of the respective equipment, user training, and a related service agreement with GenesisOne for the respective equipment, at a cost to the Village of $2,600.00 per month, as well as network support at a "time and material" rate of $300.00 per hour (1-hour minimum), for a period of sixty (60) months at a cost to the Village of $2,600.00 per month, plus any network support time as identified in the Contract Documents; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Lake and Cook Counties, Illinois in exercise of the Home Rule authority of the Village, that:

SECTION 1: The Corporate Authorities find that the facts set forth in the preamble to this Ordinance are true and correct and are incorporated herein as its findings of fact as if fully set forth in their entirety.

SECTION 2: The Corporate Authorities of this Village hereby approve and accept the proposal received from GenesisOne, 2942 McArthur Blvd., Northbrook, IL 60062 ("GenesisOne") and hereby award a contract to and authorize the execution of an agreement with GenesisOne for the lease to the Village of twelve (12) devices and related software and equipment as specified on the GenesisOne Proposal, which includes seven (7) Kyocera Multifunction Copiers and five (5) HP Multifunction Devices, including delivery, set-up, software, and network installation of the respective equipment, user training, and a related service agreement with GenesisOne for the respective equipment, at a cost to the Village of $2,600.00 per month, as well as network support at a "time and material" rate of $300.00 per hour (1-hour minimum), for a period of sixty (60) months, a copy of which GenesisOne Proposal Agreement No. 3193633, which includes the Cost Per Image Agreement, including the Additional Terms and Conditions, the Group Billing Schedule, Equipment Schedule, the related Non-Appropriation Agreement and Acknowledgement (Applicable to Governmental Entities Only), and Sales Order Lease or Purchase Agreement 12012024.2, are attached hereto as Group Exhibit A and thereby made a part hereof as the "Contract Documents". Pursuant to Section 1-6A-6 of the Barrington Village Code, and 65 ILCS 5/8-9-1 of the Illinois Municipal Code, the Corporate Authorities also hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to the contract with GenesisOne.

SECTION 3: The Corporate Authorities hereby authorize the Village President or his designee to execute the GenesisOne Proposal and the related Contract Documents, and the Village Clerk is hereby authorized to attest thereto and to deliver to GenesisOne executed copies of said Contract Documents, which shall all be substantially in the form attached hereto as Group Exhibit A, and to otherwise take all the necessary and appropriate actions, including but not limited to the execution and delivery of any other documents related thereto which are necessary or appropriate to implement the lease of the aforesaid multifunction equipment with GenesisOne as herein authorized, in order to accomplish the purposes and intent of this Ordinance.

SECTION 4: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: This Ordinance shall be effective after its passage, approval and publication as required by law.

PASSED THIS 12 DAY OF JANUARY, ~~2025,~~ 2026 BY ROLL CALL VOTE BY A TWO-THIRDS (2/3) VOTE OF THE ELECTED CORPORATE AUTHORITIES THEN HOLDING OFFICE (5 VOTES REQUIRED) AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Prigge, Klauer and President Moran

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 12 OF JANUARY, 2026

Michael Moran, Village President

ATTESTED AND FILED THIS 12 DAY OF JANUARY, 2026

James P. Dillon, Village Clerk

(SEAL)

EXHIBIT A

GENESIS ONE CONTRACT DOCUMENTS

(1) Cost Per Image Agreement No. 3193633, including the Additional Terms and Conditions

(2) Group Billing Schedule

(3) Equipment Schedule

(4) Non-Appropriation Agreement and Acknowledgement (Applicable to Governmental Entities Only)

(5) Sales Order Agreement No. 12012024.2

genesisONE™

COST PER IMAGE AGREEMENT

AGREEMENT NO.: **3193633**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **BARRINGTON, VILLAGE OF**

ADDRESS: **200 S Hough St** **Barrington IL 60010-4322**

EQUIPMENT AND PAYMENT TERMS

☒ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
4 Kyocera TASKalfa MZ7001ci	☐						
2 Kyocera TASKalfa MZ4001ci	☐						
1 Kyocera TASKalfa MZ2501ci	☐						
2 HP Color LaserJet Managed MFP E47528f	☐						
3 HP LaserJet Managed MFP E42540f	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **See Attached Equipment Schedule** METER FREQUENCY: **Monthly**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT*: **$2,600.00** (*PLUS TAX) PURCHASE OPTION*: **Fair Market Value**

SECURITY DEPOSIT:

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)	X	Mike Moran Village President 01/12/2026	
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

genesisONE

OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

2942 MacArthur Blvd Northbrook, IL 60062-2005

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. We may charge you a monthly supply freight fee, at our then current rates, to cover our costs of shipping supplies to you. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. If a loss occurs, you will, at our option, either repair or replace the Equipment, or pay us the remaining payments due and to become due under this Agreement, plus our booked residual, both discounted to present value at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium and an insurance fee which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes (including personal property tax) and fees relating to the Equipment and this Agreement. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, or any other agreement with us, or if you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if you, your owners, or your guarantors are listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom, or if there occurs a material adverse change in your financial condition or business prospects, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment, and all additions thereto and replacements thereof, to secure all amounts you owe us under this Agreement or any other agreement with us, to be released by us when all of your obligations to us under this Agreement have been satisfied. You authorize us to record UCC financing statements to protect our interests in the Equipment.

MISCELLANEOUS. All indemnities in this Agreement shall survive the termination of this Agreement. We have the right to inspect the Equipment at any reasonable time. Within thirty days after our request, you agree to deliver to us all information (including financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and your ability to perform the terms of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

genesisONE™

GROUP BILLING SCHEDULE

AGREEMENT NO.: 3193633

This Group Billing Schedule (hereafter "Schedule") is hereby made a part of that certain agreement by and between Barrington, Village of ("Customer") and genesisONE ("Owner"), which Agreement is identified in Owner's records as the Agreement No. stated above ("Agreement"). The Excess Per Image Charges under the Agreement shall be determined under this Schedule. If there is any provision in this Schedule which conflicts with a provision in the Agreement, the provision in this Schedule shall govern.

TIER 1 - KYOCERA

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Kyocera TASKalfa MZ7001ci		☐						
Kyocera TASKalfa MZ7001ci		☐						
Kyocera TASKalfa MZ7001ci		☐						
Kyocera TASKalfa MZ7001ci		☐						
Kyocera TASKalfa MZ4001ci		☐						
Kyocera TASKalfa MZ4001ci		☐						
Kyocera TASKalfa MZ2501ci		☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)					22,300	13,700	0.0070	0.0400

EQUIPMENT LOCATION: See Attached Equipment Schedule METER FREQUENCY: **Monthly**

TIER 2 - HP

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
HP Color LaserJet MFP E47528f		☐						
HP Color LaserJet MFP E47528f		☐						
HP LaserJet MFP E42540f		☐						
HP LaserJet MFP E42540f		☐						
HP LaserJet MFP E42540f		☐						
		☐						
		☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)					1,350	150	0.0080	0.0800

EQUIPMENT LOCATION: See Attached Equipment Schedule METER FREQUENCY: **Monthly**

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

(As Stated Above)	X	Mike Moran Village President	01/12/2026
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

genesisONE™

EQUIPMENT SCHEDULE

AGREEMENT NO.: **3193633**

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES		SERIAL NO.
Tier 1 – Kyocera	Equipment Locations	
Kyocera TASKalfa MZ7001ci	200 S Hough St	
Kyocera TASKalfa MZ7001ci	200 S Hough St	
Kyocera TASKalfa MZ7001ci	200 S Hough St	
Kyocera TASKalfa MZ7001ci	300 N Raymond Ave	
Kyocera TASKalfa MZ2501ci	300 N Raymond Ave	
Kyocera TASKalfa MZ 4001ci	400 N Northwest Hwy	
Kyocera TASKalfa MZ 4001ci	400 N Northwest Hwy	
Tier 2 – HP	Equipment Locations	
HP Color LaserJet MFP E47528f	145 W Main Street	
HP Color LaserJet MFP E47528f	145 W Main Street	
HP LaserJet MFP E42540f	300 N Raymond Ave	
HP LaserJet MFP E42540f	400 N Northwest Hwy	
HP LaserJet MFP E42540f	400 N Northwest Hwy	

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE
	X	Mike Moran Village President	01/12/2026

NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between BARRINGTON, VILLAGE OF ("Governmental Entity") and genesisONE ("Company"), which agreement is identified in Company's records as agreement number 3193633 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	X SIGNATURE	Mike Moran Village President NAME & TITLE	01/12/2026 DATE

genesisONE™

2942 McArthur Blvd
Northbrook IL, 60062
800-490-7555

Sales Order Lease or Purchase

Order Number: _____

Order Date: _____

Salesperson: Tommy Mitchell

Customer:			**Ship To:**		
Company Name:	**Village of Barrington**		Company Name:	**Village of Barrington**	
Street Address:	200 S Hough Street		Street Address:	200 S Hough Street	
City:	Barrington		City:	Barrington	
State:	IL	Zip: 60010	State:	IL	Zip: 60010
Contact:	Mike Cholawo	Phone #: 847-304-3400	Contact:	Mike Cholawo	Phone #: 847-304-3400
E-Mail:	mcholawo@barrington-il.gov		E-Mail:	mcholawo@barrington-il.gov	

Quantity	Item Code	Description	Unit Price	Total Price / Payment
4	110C2G2US0	TASKalfa MZ7001ci	Monthly Total	$2,600.00
4	1T0C2GCUS0	TK-8597C - Container		Included
4	1T0C2GBUS0	TK-8597M - Container		Included
4	1T0C2GAUS0	TK-8597Y - Container		Included
4	1T0C2G0US0	TK-8597K - Container		Included
4	A3MFPDI	A3 MFP Delivery and Installation Pack		Included
4	D5143NT	Power Filter, 120Vac20Amp		Included
4	1203TC6USV	320 Sheet DSDP		Included
4	1203V42USV	Dual 500 Sheet Paper Trays		Included
4	1203V82US0	4,000 Sheet Finisher (65 Sheet Staple) <1>		Included
4	1703SZ0UN0	Attachment Kit for DF-7120 / DF-7140 / DF-7150		Included
4	1503RK2USJ	Fax Board		Included
4	1203NK2US0	Punch Unit for DF-7120 / DF-7140 / DF-7150		Included
4	855ST00441	WAVE ID Plus Mini V3 Card Reader		Included
		DELIVERY INSTRUCTIONS	Subtotal:	$2,600.00
Delivery Hours: 9am - 5pm		Name: Mike Cholawo Phone: 847-304-3400	Subtotal From Equipment Supplement:	$0.00
# of Stairs:		Email: mcholawo@barrington-il.gov	Delivery/Installation:	
Elevator: YES NO		Special Delivery Instructions:	Sales Tax:	
Loading Dock: YES NO			Deposit:	
			Total :	$2,600.00

Mike Moran
Customer Name

Customer Signature

Village President
Title

01/12/2026
Date

Installation and Training Time and Materials Rates

genesisONE™

Basic Device Installation

Basic Network Installation includes: Set-up and network installation. Set up consists of plugging device in, installing all hardware components and ensuring device is functional. Network installation includes setting IP address, subnet mask and gateway. Installation may also include fax, email, one scan destination and up to three print drivers. A network survey must be filled out prior to installation for any customized settings. If a network survey is not completed, device will only be set up on network with DHCP. Address book or any additional work may be performed at an additional fee. (see below)

Basic Administrator & User Training

Basic Administrator & User Training includes: Up to one-hour training for IT personnel or key operator on how to load drivers, set-up basic file scanning and set short cuts to browser utility. Also, up to one hour of user training per unique make/model. Training includes print, copy, fax and/or scan features and functions, finishing features and functions, user replaceable parts and supplies, administrative functions, basic troubleshooting and how & when to contact Genesis customer service. Additional training may be added at an additional cost (see below).

genesisONE, Network Support Time and Material Rates
Cost: $300 per hour (1-hour minimum)
Blocks of time may be purchased for future support and training purposes.
Blocks of time are available in 5, 10, 15, 20 and 25-hour increments.

Network Installation Terms and Conditions

2. Customer hereby acknowledges that genesisONE is requested to train on software and drivers specific to the operational functions of the digital device on the Customer's computer. genesisONE has no knowledge or control over the application software currently operating or the environment in which it operates, and that some software, including the existing software on the Customer's computer, may contain configurations or algorithms which are incompatible with the functionality of the equipment. Because these and other factors are beyond the control of genesisONE, there are risks associated with the installation of the Equipment, including, without limitation, the risk that data on the computer may be damaged or deleted. The Customer agrees to totally and fully assume said risk.

3. Customer acknowledges that it is advisable and the sole responsibility of the Customer prior to installation or service of the products, to back up all data contained on the computer which Customer, in its sole discretion, deems necessary, including without limitation, all directories, sub-directories and partitions. If data is damaged or deleted, the Customer is responsible for restoring such data to the computer. Under no circumstances will genesisONE be responsible for any loss of data.

4. Before installation, genesisONE will attempt to assess the compatibility of the components and (based on experience with equipment and on information supplied by equipment and software manufacturers), will estimate compatibility. genesisONE make no warranties or guarantees about compatibility of equipment with network or workstation software applications, and assumes no liability for any problems or damages that my result.

5. Changes to the operating environment are specifically beyond the scope of this Network Installation Agreement. Changes, (including but not limited to changing operation systems, network software, workstation software, hardware, etc.) may result in loss of functionality due to incompatibility, or such changes may necessitate adjustment of configuration setting to restore functionality. Services to attempt to restore functionality shall be billable at genesisONE's then current network service rates and are not included as part of the services of this Network Installation Agreement.

6. Customer understands that equipment manufacturers may issue modifications or upgrades to the equipment, software or drivers. Customer agrees that Network Installation for such modifications or upgrades is covered provided Network Installation time is still available under this Network Installation Agreement. Additional Network Installation services are charged at an hourly rate or through the purchase of an additional Block of Time after Initial Network Installation Block of Time are consumed.

7. Any requests for services beyond the scope of this Network Installation Agreement shall be billable at Genesis Technologies, Inc's then current Network Installation services rates.

8. genesisONE's aggregate maximum liability relating to services under this Agreement (regardless of from of action, whether in contract negligence, or otherwise) shall be limited to the charges paid to genesisONE under this Agreement. If the value of these services is not specified or is not included in the sale of new equipment, then the agreed value of these services is $300.00. Neither of us will be liable for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence.

9. In the event of any breach of this agreement by the Customer, genesisONE shall be entitled, in addition to such other relief as may be granted, to reasonable attorney fees, court costs and other expenses incurred by reason of Customers' breach.

INITIALS:_____

Sales Order - Additional Equipment Supplement

Quantity	Item Code	Description	Unit Price	Total Price / Payment
2	110C2K2US0	TASKalfa MZ4001ci		Included
2	1T0C2GCUS0	TK-8597C - Container		Included
2	1T0C2GBUS0	TK-8597M - Container		Included
2	1T0C2GAUS0	TK-8597Y - Container		Included
2	1T0C2G0US0	TK-8597K - Container		Included
2	A3MFPDI	A3 MFP Delivery and Installation Pack		Included
2	1203TC6USV	320 Sheet DSDP		Included
2	1203V42USV	Dual 500 Sheet Paper Trays		Included
2	1203RD2US0	500 Sheet Internal Finisher <4>		Included
2	1203RF2US0	Punch Unit for DF-7100		Included
2	1503RK2USJ	Fax Board		Included
2	855ST00441	WAVE ID Plus Mini V3 Card Reader		Included
2	D5143NT	Power Filter, 120Vac20Amp		Included
1	110C2M2US0	TASKalfa MZ2501ci		Included
1	1T0C2LCUS0	TK-8467C - Container		Included
1	1T0C2LBUS0	TK-8467M - Container		Included
1	1T0C2LAUS0	TK-8467Y - Container		Included
1	1T0C2L0US0	TK-8467K - Container		Included
1	A3MFPDI	A3 MFP Delivery and Installation Pack		Included
1	D5143NT	Power Filter, 120Vac20Amp		Included
1	1203V36USV	140 Sheet RADP		Included
1	855D200916	Copier Cabinet Stand		Included
2	3QA75A	MFP E47528f - 28ppm		Included
2	A4MFPDI	A4 MFP Delivery and Installation Pack		Included
3	3PZ75A	MFP E42540f - 40ppm		Included
3	A4MFPDI	A4 MFP Delivery and Installation Pack		Included
84	1603WC0UN2	KCPS monthly license 1-9 devices		Included
8	GenProServ	genesisONE Professional Services		Included

INITIALS: